

RESOLUTION NO. 2005 – 42

**A RESOLUTION AWARDED A BID FOR
FIRE DEPARTMENT UTILITY VEHICLE /CONVERSION AND
COMMAND VEHICLE/CONVERSION**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Fire Department Utility and Command Vehicles and Conversions; 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 FastLane Emergency Vehicles, 37241-B E. Richardson Lane, Purcellville, Virginia 30132 for one Utility Vehicle/Conversion (2005 Chevrolet Silverado 2500HD) for \$49,147.26 and one Command Vehicle/Conversion (2005 Chevrolet Suburban) for \$64,959.02 and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2005, that the bids 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.

Attest:


Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr.
Mayor

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.

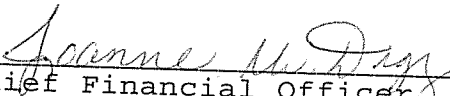
Resolution Date: 02/22/05
Resolution Number: 2005-42

Vendor: FASTLANE FASTLANE EMERGENCY VEHICLES
37241-B E. RICHARDSON LANE
PURCHVILLE, VA 20132

Contract: 05-00004 FIRE DEPT VEHICLES

Account Number	Amount	Department
C-04-55-904-001-903	114,106.28	2004 GENERAL CAPITAL
Total	114,106.28	


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




Chief Financial Officer

WILLINGBORO FIRE DEPARTMENT

Memo

To: Marie Annese, Township Clerk
From: Anthony J. Burnett, Chief of Department 
CC: Thomas Lear, Board of Fire Commissioners
Date: 2/7/05
Re: Utility Vehicle / Conversion & Command Vehicle / Conversion

After careful review of the one (1) Bid Proposal submitted to Willingboro Township on Tuesday, January 18, 2005, the Board of Fire Commissioners and myself recommend the following bidder be awarded the Utility Vehicle / Conversion & Command Vehicle / Conversion project as stated in the submitted proposal: (VEHICLES / CONVERSION ONLY) 

FastLane Emergency Vehicles
37241-B E. Richardson Lane
Purcellville, Virginia 30132

Fire Department – Utility Vehicle & Conversion and Command Vehicle & Conversion

Bid Opening Tuesday, January 18, 2005 at 11:15 AM.

Opened by Township Clerk. Present were Chief Burnett, Commissioner Lear and representative from Emergency Products, Inc. Only one bid received.

FastLane Emergency Vehicles
(Emergency Products, Inc.)

BIDDER:

Bid Price:

Utility Vehicle
(2005 Chevrolet Silverado 2500HD)

\$ 49,147.26 COD Factory/Lease Purchase

Option Price

- 1. Lettering \$ 1,050.00
- 2. Striping \$ 495.00
- Total with Options \$ 50,692.26

Bid Price:

Command Vehicle
(2005 Chevrolet Suburban)

\$ 64,959.02 COD Factory/Lease Purchase

Option Prices:

- 1. Lettering \$ 1,275.00
- 2. Striping \$ 475.00
- Total with Options \$ 66,709.02

Bid Requirements:

Bid Guarantee	X cert. ck.
Cert. Consent of Surety	X
Disclosure Statement	X
Non-Collusion	X
Affirmative Action	X signed
N.J. Business Registration	X
Other / Cert. of Emp. Info. Rep.	Form AA302 Provided
Tax ID No.	54-1858709

Bid package to Chief Burnett and Commissioner Lear for review and recommendation.

cc: Manager, Solicitor and Council

RESOLUTION NO. 2005 - 43

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO URBAN RENEWAL, L.L.C. AND WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.

WHEREAS, the Willingboro Urban ReNEWal, L.L.C. (hereinafter "ReNEWal") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.08 known as the "South Pad Commercial Project" property; and

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

WHEREAS, the development by ReNEWal, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, the Township and ReNEWal previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a Redevelopment Plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, ReNEWal and Delco Development, L.L.C., entered into a Purchase and Sale Agreement on September 14, 2004, providing for the conveyance in part to Willingboro Town Center Urban Renewal South, L.L.C., as assignee of Delco Development L.L.C., as the purchaser therein, of a portion of the subdivided ReNEWal site comprising approximately 4.014 acres of land appearing on the Township's current tax map as Lot 4.08 in Block 3, known as the South Pad Commercial project Site; and

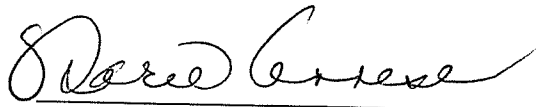
WHEREAS, on December 2004, the Township and Willingboro Town Center Urban Renewal South, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.08, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, L.L.C.", appointing Willingboro Town Center Urban Renewal South, L.L.C. as the redeveloper of Lot 4.014, Block 3; and

WHEREAS, Redeveloper intends to enter into a mortgage agreement with Yardville National Bank, ("Bank") to grant a mortgage on Block 3, Lot 4.08, the "South Pad Commercial project site" property, to secure a loan totaling four million three hundred twelve thousand dollars (\$4,312,000.00) for the purpose of providing Construction loan financing in relation to the South Pad Commercial project site property improvements, as well as other improvements of the project; and

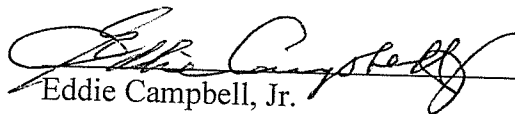
WHEREAS, in accordance with N.J.S.A. 40A:12A-9, the Township hereby consents to the proposed mortgage agreement between Redeveloper, Willingboro Town center South Manager, L.L.C. and Yardville National Bank, provided said mortgage is in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment Agreement between the Township and ReNEWal, and the Redevelopment Agreement between the Township of Willingboro and Willingboro Town Center Urban Renewal South, L.L.C.;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2005, that the Township of Willingboro hereby consents to the proposed mortgage agreement between Redeveloper and Yardville National Bank, subject to and provided said agreements are in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Urban ReNEWal, L.L.C. and Willingboro Town Center Urban Renewal South, L.L.C. for their information and attention.



Marie Annese, RMC
Township Clerk



Eddie Campbell, Jr.
Mayor

ASSIGNMENT OF FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION

THIS ASSIGNMENT OF FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION ("Assignment") is made as of the 27th day of February, 2005, between **WILLINGBORO URBAN RENEWAL, LLC** ("Assignor"), a New Jersey limited liability company, having its principal office at One Gateway Center, 9th Floor, Newark, New Jersey 07102, **WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, LLC** ("Assignee"), a New Jersey limited liability company having its principal office at c/o Delco Development, LLC, 560 Fellowship Road, Suite 214, Mount Laurel, New Jersey 08054, and the **TOWNSHIP OF WILLINGBORO** (the "Township"), a municipal corporation of the State of New Jersey, having offices at 1 Salem Road, Willingboro, New Jersey 08046.

WITNESSETH:

WHEREAS, the Township, acting through its Council, has adopted a redevelopment plan, as amended (the "Redevelopment Plan") pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") for an area of approximately 146.5 acres within the Township, consisting of all properties abutting U. S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"); and

WHEREAS, the Township entered into a Redevelopment Agreement dated 1998, as amended (the "ReNEWal Redevelopment Agreement") with ReNEWal Willingboro, L.L.C. ("ReNEWal"), providing for mixed-use development (the "Master Project") on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was formerly identified on the Township's tax maps as Block 3, Lot 4.01 ("the ReNEWal Site"); and

WHEREAS, ReNEWal created Assignor, which is qualified to do business as an urban renewal entity under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “Tax Exemption Law”), to act as the redeveloper of the ReNEWal Site for the Master Project; and

WHEREAS, Assignor acquired title to the ReNEWal Site; and

WHEREAS, Assignor applied for and the Township granted, by Resolution No. 2000-110 duly adopted on August 22, 2000, a tax exemption for the Master Project pursuant to the Tax Exemption Law and Assignor and the Township subsequently entered into a Financial Agreement for Long Term Tax Exemption dated as of December 11, 2000 (the “Financial Agreement”), which Financial Agreement sets forth the rights and obligations of the parties with respect to the tax exemption for the Master Project; and

WHEREAS, by duly adopted Resolution, the Willingboro Township Planning Board approved a major subdivision of the ReNEWal Site, as shown on a certain plat entitled, “Major Subdivision of Block 3 Lot 4.01, Tax Map Sheet No. 105,” prepared by Langan Engineering and Environmental Services, dated September 1, 2000 and last amended December 27, 2000; and

WHEREAS, the Willingboro Township Planning Board, pursuant to Resolution No. 12-2004 dated August 23, 2004, granted preliminary and final site plan approval (the “Site Plan Approval”) for the development of three (3) commercial buildings (each a “Building” and collectively, the “Buildings”) with associated parking and other related improvements (together with the Buildings, the “Project”) on a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township’s current tax map as Lot 4.08 in Block 3 (the “Project Site”); and

WHEREAS, ReNEWal and Assignor, as seller, and Delco Development, LLC (“Purchaser”), as purchaser, have entered into a Purchase and Sale and Option Agreement dated

September 14, 2004 (the "Purchase Agreement"), providing for the conveyance of the Project Site to Assignee, as the assignee of Purchaser; and

WHEREAS, Assignee and the Township have entered into a Redevelopment Agreement dated December ___, 2004 (the "Delco Redevelopment Agreement") pursuant to which the Township has appointed Assignee as the redeveloper for the Project Site and the Project under the Redevelopment Law and Assignee has agreed to undertake the development of the Project on the Project Site; and

WHEREAS, in conjunction with the sale of the Project Site, Assignor agreed to assign to Assignee its interest in the Financial Agreement with respect to the Project Site and the Project; and

WHEREAS, Assignee is qualified to do business as an urban renewal entity under the Tax Exemption Law.

WHEREAS, by Ordinance No. 2004-4, adopted by the Township Council on January 4, 2005, a copy of which is attached hereto as Exhibit A, the Township has consented to the assignment to Assignee of Assignor's interest in the Financial Agreement with respect to the Project Site and the Project pursuant to the terms of this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined will have the meanings assigned to such terms in the Financial Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties to this Assignment mutually covenant and agree as follows:

The foregoing recitals are incorporated herein by reference.

1. Township's Findings. The Township's findings in Section 1 of the Financial Agreement with respect to tax exemption granted by the Financial Agreement are reaffirmed and incorporated herein by reference as if set forth in full.

2. Assignment.

(a) Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Financial Agreement only with respect to the Project Site and the Project.

(b) Assignee hereby accepts the foregoing assignment, and assumes and agrees to perform all of the obligations and responsibilities of Assignor under the Financial Agreement with respect to and only with respect to the Project Site and the Project arising from and after the date Assignee acquires title to the Project Site. References to "Project" contained in the Financial Agreement shall mean, as to Assignee, the Project as defined in this Assignment.

(c) From and after the date Assignee acquires title to the Project Site, Assignor shall have no further liability for, obligations under, or rights in connection with the Financial Agreement with respect to and only with respect to the Project Site and the Project, Assignee hereby assuming the same. Notwithstanding the foregoing, Assignor shall remain fully liable under the Financial Agreement for all of its obligations with respect to (i) the Project Site and the Project arising prior to the date Assignee acquires title to the Project Site and (ii) the ReNEWal Site other than the Project Site.

(d) All references to the "Entity" and the "Redeveloper" contained in the Financial Agreement as to the Project Site and Project shall mean "Assignee" from and after the date hereof.

(e) All references to the Redevelopment Agreement contained in the Financial Agreement shall mean, as to Assignee, the Project Site and Project, the Delco Redevelopment Agreement from and after the date hereof.

(f) Each Building shall constitute a "Unit" under the Financial Agreement with respect to the Project.

(g) In no event shall any action or inaction by another party to the Financial Agreement be deemed a default by or otherwise affect the rights or obligations of Assignee under the Financial Agreement.

3. Redevelopment of the Project Site. Assignee will undertake the development of and will own the Project on the Project Site in accordance with the Delco Redevelopment Agreement.

4. Annual Service Charge for the Project.

(a) Assignee will pay the Annual Service Charge (ASC), pursuant to Section 4 of the Financial Agreement, as amended by this Assignment, based on and with respect to only the Project Site as such ASC becomes due and payable from and after the date Assignee acquires title to the Project Site.

(b) The Initial ASC for the Project Site, to the extent applicable, will be calculated based on the annual gross revenue of Assignee in accordance with the Financial Agreement as amended by this Assignment.

(c) The Minimum ASC for the Project Site is \$7,233.50 and the Minimum ASC for the balance of the Master Project under the Financial Agreement is \$29,766.50.

(d) Except with respect to Project Site, in no event shall Assignee have any liability for any portion of the ASC applicable to the Master Project.

5. Redevelopment Manager. The Redevelopment Manager for the Project Site and the Project will be Willingboro Town Center South Manager, LLC (“New Redevelopment Manager”) or another affiliate of Delco Development, LLC, which will undertake all of the obligations and responsibilities of the Redevelopment Manager under the Financial Agreement as amended by this Assignment with respect to the Project Site and the Project arising from and after the date hereof. All references to “Redevelopment Manager” contained in the Financial Agreement shall mean as to the Project Site and Project the New Redevelopment Manager from and after the date hereof. Gross revenue of the Assignee shall be comprised of the fee paid by the New Redevelopment Manager to Assignee as defined in Exhibit D attached hereto.

6. Exhibits. Exhibits A, C and D of the Financial Agreement with respect to Assignee, the Project Site and the Project are hereby replaced in their entirety with Exhibits B, C and D, respectively, attached hereto.

7. Assignment Contingent on Assignee’s Acquisition of Project Site. Notwithstanding anything to the contrary contained in this Assignment, it is acknowledged and agreed that none of the parties will have any rights or obligations under this Assignment unless and until Assignee acquires title to the Project Site from Assignor and to the extent Assignee assumes the rights and obligations of Willingboro Urban Renewal, L.L.C. under the Financial Agreement, such rights and obligations will be assumed, if at all, to the extent the same arise from and after the date Assignee acquires title to the Project Site and only to the extent the same pertain to the Project Site and the Project. In the event the Purchase Agreement expires or is terminated prior to the conveyance of the Project Site to Assignee, then this Assignment will terminate, be of no further force and effect, and none of the parties will thereafter have any liability to each other.

8. Notices. All notices sent to Assignor and the Township, respectively, will be sent as set forth in the Financial Agreement. All notices to Assignee under this Assignment or the Financial Agreement shall be sent in the manner set forth in the Financial Agreement to:

Willingboro Town Center Urban Renewal South, LLC
c/o Thomas Juliano
Delco Development, LLC
560 Fellowship Road, Suite 214
Mount Laurel, New Jersey 08054

With a copy to: Dominic J. De Simone, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103

9. Effect; Conflict. Except as expressly set forth herein, the Financial Agreement remains in full force and effect. In the event of any conflict between the Financial Agreement and this Assignment, this Assignment (and not the Financial Agreement) will govern and control as to Assignee, the New Redevelopment Manager, the Project Site and the Project.

10. Governing Law. This Assignment shall be governed by the provisions of the laws of the State of New Jersey.

11. Oral Representations. Neither party hereto has made any oral representation that is not contained in this Assignment. This Assignment and the Township's Ordinance authorizing this Assignment constitute the entire agreement between the parties with respect to the assignment to Assignor of Assignee's obligations under the Financial Agreement.

12. Modification. There shall be no modification of this Assignment except by written instrument executed by all parties.

13. Severability. If any term, covenant or condition of this Assignment shall be judicially declared to be invalid or unenforceable, the remainder of this Assignment and the

application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

14. Counterparts. This Assignment may be executed in multiple counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

15. Exhibits. Any and all Exhibits annexed to this Assignment are hereby made a part of this Assignment by this reference thereto.

16. Titles and Headings. Titles and headings to articles, sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

17. Recitals. The Recitals set forth above are incorporated herein by reference as if set forth in full.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

WILLINGBORO URBAN RENEWAL, LLC

By: _____
Robert B. Stang, Managing Member

ASSIGNEE:

WILLINGBORO TOWN CENTER URBAN RENEWAL
SOUTH, LLC

By: _____
Name: Thomas Juliano
Title: Manager

THE TOWNSHIP:

THE TOWNSHIP OF WILLINGBORO

By: _____
Eddie Campbell, Jr., Mayor

EXHIBIT A

Ordinance Approving Assignment

[to be attached]

EXHIBIT B

“Exhibit A”

Redevelopment Agreement dated _____, 200__ by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, LLC.

EXHIBIT C

“Exhibit C”

Construction and Management Agreement between Willingboro Town Center
Urban Renewal South, LLC and Willingboro Town Center South Manager, LLC.

EXHIBIT D

“Exhibit D”

**GROSS REVENUE
(defined)**

“Gross revenues” is defined as revenues received by Willingboro Town Center Urban Renewal South, LLC under Section ___ of the Construction and Management Agreement dated _____, 200__ between Willingboro Township Center South, LLC and Willingboro Town Center South Manager, LLC, attached hereto as Exhibit C

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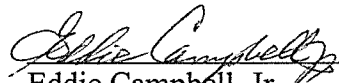
**A RESOLUTION AWARDING ITEM 15 OF
PRINTING BID 2005**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2005 Printing Bid; and


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

WHEREAS, Willingboro Township Council, by Resolution No. 2005 – 25 dated February 1, 2005 awarded all 2005 Printing Bid items **except Item 15, Township Newsletter.**

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2005, that Item No. 15, Township Newsletter, be awarded to Good Impressions, 13 East Scott Street, Box 409, Riverside, N. J. 08076 for six (6) bi-monthly issues beginning with the May/June 2005 issue.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2005 - 45

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACT
Tiffany Williams, Esq.**

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 22nd day of February, 2005 as follows:

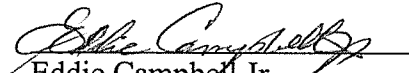
1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with:

TIFFANY WILLIAMS, ESQ. Assistant Municipal Prosecutor


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 service are to be performed by a person authorized by law to practice a recognized profession.

3. Compensation is to be in accordance with the 2004 Salary Ordinance or Resolution plus medical benefits.

4. A notice of this action shall be printed once in the Burlington County Times.


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	✓			

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Tiffany Williams, Esq.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Assistant Township Prosecutor**; and

WHEREAS, Ms. Williams is an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Tiffany Williams an Attorney-at-Law of the State of New Jersey as follows:

1. **APPOINTMENT.** Tiffany Williams is hereby appointed and retained as Assistant Township Prosecutor.

2. **TERM.** The term of this appointment shall commence February 22, 2005 and continue until December 31, 2005 and/or until a successor is duly appointed and qualified.

3. **SERVICE.** During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro.

4. **COMPENSATION.** During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the 2004 Salary Ordinance/Resolution plus medical benefits.

5. **EQUAL OPPORTUNITY.**

A. In consideration of the execution of this Agreement, the Assistant Township Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE REQUIRED IN CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation . Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance and EEO for conducting compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

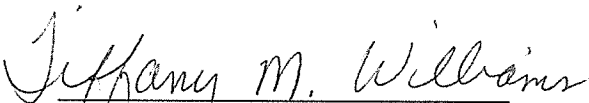
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 22nd day of February, 2005, for the purpose and the term specified herein.


Tiffany Williams, Esq.


Mayor


Clerk

PROFESSIONAL SERVICES AGREEMENT

Between the Township of Willingboro and Tiffany Williams, Esq.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Assistant Township Prosecutor**; and

WHEREAS, Ms. Williams is an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Tiffany Williams an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Tiffany Williams is hereby appointed and retained as Assistant Township Prosecutor.

2. TERM. The term of this appointment shall commence February 22, 2005 and continue until December 31, 2005 and/or until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro.

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the 2004 Salary Ordinance/Resolution plus medical benefits.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Assistant Township Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE REQUIRED IN CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation . Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance and EEO for conducting compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

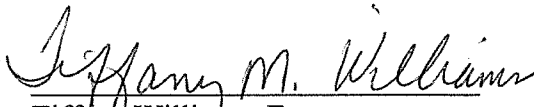
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.



8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 22nd day of February, 2005, for the purpose and the term specified herein.


Tiffany Williams, Esq.


Mayor

Clerk

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Tiffany Williams, Esq.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Assistant Township Prosecutor**; and

WHEREAS, Ms. Williams is an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Tiffany Williams an Attorney-at-Law of the State of New Jersey as follows:

1. **APPOINTMENT.** Tiffany Williams is hereby appointed and retained as Assistant Township Prosecutor.

2. **TERM.** The term of this appointment shall commence February 22, 2005 and continue until December 31, 2005 and/or until a successor is duly appointed and qualified.

3. **SERVICE.** During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro.

4. **COMPENSATION.** During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the 2004 Salary Ordinance/Resolution plus medical benefits.

5. **EQUAL OPPORTUNITY.**

A. In consideration of the execution of this Agreement, the Assistant Township Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

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The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation . Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.


7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.



8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 22nd day of February, 2005, for the purpose and the term specified herein.


Tiffany Williams, Esq.


Mayor

Clerk

RESOLUTION NO. 2005- 46

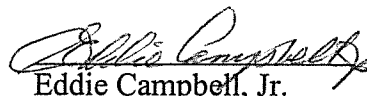
A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND EVANS AND EVANS, INC.

WHEEAS, there exists a need to provide professional counseling services to employees along with departmental staff development and training services; and


WHEREAS, EVANS AND EVANS, Inc. will provide self-referred and Township referred counseling services for Township Employees as the Township's Employee Assistance Program,

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 1st day of March, 2005, will enter into the attached agreement with EVANS AND EVANS, INC. according to the terms and scope outlined in the attached agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the attached agreement.


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	✓			

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
TOWNSHIP OF WILLINGBORO
AND
EVANS AND EVANS, INC.

This agreement is to be effective for the term January 1, 2004 through December 31, 2005 by and between the Township of Willingboro, hereinafter referred to as the "Township" and Evans & Evans, Inc., licensed Clinical Social Workers and certified psychotherapists authorized to provide, within the State of New Jersey, professional counseling services and departmental staff development and training services to the employees of the Township.

SCOPE OF SERVICES

During the terms of this agreement, Evans & Evans, Inc. will provide:

1. Evans & Evans, Inc. specifically Theodore E. Evans, President will provide self-referred and Township referred counseling and departmental staff development and training services for Township employees.
2. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
3. The specified hours of the availability of the employee for counseling may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. A total of five (5) hours of personal leave shall be allowed for counseling without charge to the employee's time.
4. Nothing in this agreement shall bar Evans & Evans, Inc. from providing additional employee and/or departmental services on a private fee-paid basis, provided that those services extend beyond five (5) hours.
5. Confidential records shall be maintained on those employees involved in individual counseling. General information about departments can be shared by Evans & Evans, Inc. with the Township Manager.
6. Issues presented by employees in the counseling sessions shall be job related.
7. When appropriate, Evans & Evans, Inc. will refer to other agencies, therapists or organizations.

TERMS OF AGREEMENT

This agreement shall be for one (1) year commencing January 1, 2005 and terminating on December 31, 2005. This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

COMPENSATION

During the term of this agreement the Township shall appropriate \$10,500. (an increase of \$1,000.00 over the previous \$9,500.00) to cover the cost of Evans & Evans, Inc. services to Township departments and employees.

Compensation to Evans & Evans, Inc. shall be paid once a month in the sum of eight hundred and seventy five dollars (\$875.00) to cover a period of twelve (12) months and totaling ten thousand, five hundred dollars (\$10,500.) for the year 2005.

SPECIAL PROVISIONS (NOT COVERED)

The Township will not pay for the following:

1. Office Space
2. Telephone Service
3. Electricity and any other services generally used to maintain an office.

No additional costs to the Township shall be incurred which will result in exceeding the ten thousand, five hundred dollars (\$10,500.) appropriated.

OWNERSHIP OF RECORDS

It is the policy of the National Association of Social Workers (NASW) that all records remain confidential. There are two exceptions when this policy can be breached:

1. When the records are subpoenaed.
2. When the client signs a release form which authorizes that information can be shared with specific individuals, agencies and institutions.

INSURANCE

Evans & Evans, Inc. shall provide at its own cost and expense, proof of the following:

1. Workers Compensation.

No employee(s) of Evans & Evans, Inc. shall be considered employees of the Township for this agreement.

INSURANCE cont'd.

2. Errors and Omissions.

Evans & Evans, Inc. liability insurance will remain active with a limit of \$1,000,000 to \$3,000,000.

INDEMNIFICATION AND HOLD HARMLESS

Evans & Evans, Inc. shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the activities of Evans & Evans, Inc.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and may not be amended, modified, released or discharged in whole or in part, except by an instrument in writing signed by the parties hereto.

NOTICES


Notices of this agreement shall be sent to:

Evans & Evans, Inc.
Theodore E. Evans, President
68 East River Drive
Willingboro, New Jersey 08046

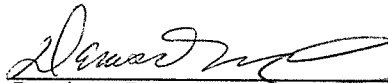
Township of Willingboro
Township Manager
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

SIGNATURES

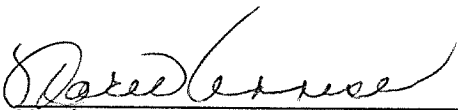
By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.




Marie Annese, RMC
Township Clerk



Denise Rose
Township Manager





Theodore E. Evans, LCSW
President Evans & Evans, Inc.

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10.5-31 et. seq.)
(N.J.A.C. 17:27)
GOODS, SERVICES AND PROFESSIONAL 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, affect ional 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, affect ional 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 non-discrimination 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, affect ional 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 this 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 Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27- 5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the areas, 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, affect ional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

RESOLUTION NO. 2005 - 47
**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

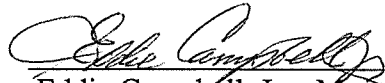
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

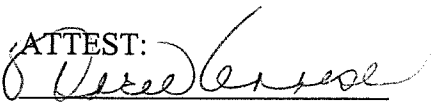
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 3/1, 2005, that an Executive Session closed to the public shall be held on 3/1, 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 - 48

A RESOLUTION AUTHORIZING A CONTRACT FOR WESTLAW SERVICES

WHEREAS, the Township Council of the Township of Willingboro has requested access to Westlaw legal publications database; and

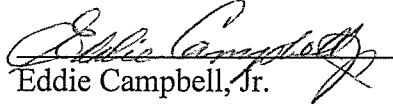
WHEREAS, it is in the best interest of the Township to have access to these materials; and

WHEREAS, the amount of the one year contract does not exceed the public bidding threshold of \$17,500, pursuant to NJSA 40A:11-3(b); and


WHEREAS, the Director of Finance has certified that the necessary funding is available; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the township of Willingboro, assembled in public session this 1st day of March, 2005, that the Mayor is authorized to enter into an agreement for Westlaw services for one year.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Township Council of the township of Willingboro, assembled in public session this 1st day of March, 2005, that a copy be forwarded to Westlaw and the Finance Director.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

WEST ORDER FORM
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



Account # 1003003558 PO # _____ Date Feb 28 20 05

Subscriber WILLINGBORO TOWNSHIP Telephone (_____)

Address 1 SALEM RD Suite # _____

City WILLINGBORO State NJ Zip 08045

Order Confirmation E-Mail Lisa.das@thomson.com

Bill To Address (if different) SAME City _____ State _____ Zip _____

Bill To Account # (if different) _____ Account Type (check one) Corp Govt Firm Acad

New Account: Yes No Order Confirmation Contact Lisa Das

Westlaw Password Contact Patricia Moore E-Mail (for password delivery) Lisa.das@thomson.com

Submitting Rep Name and Number ANAMIKA DAS, 57681

* * * R E Q U I R E D * * *

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Passwords/ # of Conc. CD-ROM Users	Monthly Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD- ROM Charges
40016035	Municipal Library Per User	2		80.00		160.00 240.00
40264944	WL PRO EMP Practioner:Fed Prim	4	68.25			68.25
40254152	WL PRO EMPLOY DISCRIM COOR	4	97.50			97.50
30303125	WL PRO PLUS with Keycite ALL-NJ		198.25			198.25

Notes (including KeyCode): **Cancel existing contract and replace with this contract per RSM Heidi Cohen.**

Total Monthly Charges \$ 524.00 ~~604.00~~

Monthly WestlawPRO Charges and Monthly CD-ROM Charges, are billed on the date West processes Subscriber's order and continue for 12 months thereafter. Thereafter, CD-ROM Charges are billed at then-current rates. If Subscriber elects below to commit to a longer term the Monthly WestlawPRO Charges will be billed as set forth herein. Thereafter, Monthly WestlawPRO Charges are billed at then-current rates. Non-Monthly WestlawPRO Charges may be modified as set forth in the "Subscriber Agreement" (as defined herein).

 Subscriber's Initials for 24 Month WestlawPRO Term Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to a total of 24 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than 5% over the Monthly WestlawPRO Charges for the initial 12 months.

 Subscriber's Initials for 36 Month WestlawPRO Term Notwithstanding anything contained in the "Subscriber Agreement", Subscriber agrees to commit to a total of 36 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than 4% over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than 4% over the Monthly WestlawPRO Charges for the second 12 months.

Westlaw passwords may only be used by the person to whom the password is issued and sharing of Westlaw passwords is STRICTLY PROHIBITED. Subscriber is responsible for all excluded/ancillary charges as incurred.

 Subscriber's Initials attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO & CD-ROM case law orders)

CD-ROM annual billing (please check if requested)

Internal Corporate Use Only	BND
-----------------------------	-----

2 - Technical Contact for Westlaw Patron Access, Westlaw Correctional Facilities and Westlaw Campus

Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Subscriber Initials _____ Terminals will be used for Patron Access/Correctional Facilities.

Westlaw Campus

Full Svc #	Westlaw Campus	Number of FTE's	Annual Per FTE Rate	Annual Charge	Monthly Westlaw Campus Charges
					+12

Notes: _____

_____ Westlaw Campus annual billing (please check if requested)

WestlawPRO Renewals

WestlawPRO Products	Current Monthly WestlawPRO Charges	Renewal Effective Date

_____ Subscriber's Initials for 12 Month Renewal Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current WestlawPRO Charges.

_____ Subscriber's Initials for 24 Month Renewal Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

_____ Subscriber's Initials for 36 Month Renewal Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

Monthly WestlawPRO Charges are billed at then-current rates after the renewal period elected by Subscriber. In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Term of this Order Form so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Term of this Order Form, any promotions shall immediately terminate and Subscriber's Monthly WestlawPRO Charges shall increase to then-current rates. The percent increase for the initial 12 months of the Term, as elected above, after the renewal effective date will apply unless then-current monthly WestlawPRO rates are less, in which case then then-current monthly WestlawPRO rates will apply.

Westlaw Passwords and QuickView+

Name (last, first, middle initial)	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Armstrong, Michael			x				All slices (Mun. Lib)
Rose, Denise						x	All slices (Mun. Lib)
Braxton, Benjamin						x	All slices WL PRO EMP WL PRO EMPLOY Discn WL PRO Plus

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

0
X 10/1/04

Print Products/Other Products					
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges

Total Charges \$

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full. Interest is waived on all installments of 12 or 24 months.

Subscription Service. Subscription services may consist of updates and supplements to the service, as follows: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have jurisdiction over any claim. Sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges will be added for print products. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges are non-refundable.

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan ("Subscriber Agreement"), for packaged Westlaw products and/or CD-ROM Libraries orders is hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

★ Signature Eddie Campbell Jr. Date 3/3/05

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Eddie Campbell Jr.
 Date 3/3/05
 ★ Signature Eddie Campbell Jr.

For Credit Card Transactions only:
 Visa _____ Master Card _____ Am Ex _____ Card # _____ Expir. Date _____

RESOLUTION NO. 2005 - 49
RESOLUTION OF PARTICIPATION

**A RESOLUTION APPROVING PARTICIPATION WITH THE
STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES
PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL
JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY IN THE
AMOUNT OF \$60,000**

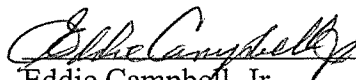
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 3482); and

WHEREAS, the Willingboro Township Council has reviewed the accompanying application and has approved said request; and

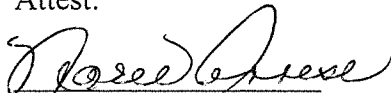
WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 2005, that:

1. As a matter of public policy Willingboro Township wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.


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	✓			

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
Division of Criminal Justice
Program Development and Grants Section**

**SUBGRANT APPLICATION
(Introductory Information)**

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

Two copies of the entire application are required, one with original signatures.

1. Municipality: Township of Willingboro
2. Police Department: Willingboro Police Department
3. Address: 1 Salem Road
Willingboro, NJ Zip Code 08046
4. Project Duration: From 4/4/05 To 4/3/06
(Requested Starting and Concluding Dates)
5. Project Director *(Person listed on the contract & co-signer on financial reports):*
Name Denise M. Rose Title Township Manager
Address 1 Salem Road Telephone # (609)877-2200 x6201
Willingboro, NJ 08046 Fax # (609)835-0782
Email Address: denise_rose@willingborotwp.org
6. Contact Person *(Person directly responsible for project operations):*
Name Benjamin C. Braxton Title Director of Public Safety
Address 1 Salem Road Telephone # (609) 877-2200 x6235
Willingboro, NJ Fax # (609)835-6962
Email Address: benjamin braxton@willingborotwp.org
7. Fiscal Officer *(Person who co-signs financial reports):*
Name Joanne G. Diggs Title Finance Director
Address 1 Salem Road Telephone # (609)877-2200 x6211
Willingboro, NJ Fax # (609)877-7352
Email Address: joanne_diggs@willingborotwp.org

**NEW JERSEY
SAFE AND SECURE COMMUNITIES PROGRAM**

APPLICATION AUTHORIZATION

Authorization to submit an application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

Safe and Secure Communities Act Grant

Grant#P3482

at an estimated total project cost of \$ 60,000.00.

The undersigned agrees, upon approval of this project, on behalf of the unit of government to comply with the Conditions Applicable to Grants Awarded. Further, the undersigned makes assurances concerning the non-supplanting of local funds with state funds, and that this project will not have a negative impact on the environment.

Complement of Officers and Other Law Enforcement Personnel:

The undersigned certifies that, as of the date of this document, the staffing of the applicant police department with respect to the number of actively employed personnel is as follows:

<u>74</u>	Police Officers	<u>13</u>	Other Law Enforcement Personnel (non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)
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Civil Rights Compliance:

The undersigned also certifies that the following procedures covering "Civil Rights Compliance," where required, have been undertaken and completed.

1. **This Question Must Be Answered By All Subgrantees:**
An Equal Employment Opportunity Program (Affirmative Action Plan) covering the employment practices of the implementing agency has been executed and is available for review.

X Yes No N/A

2. **This Question Only Applies to Subgrantees (local unit of government) With 50 or More Employees:**

The required **Certificate** indicating existence of a written Equal Employment Opportunity Program has been filed with the Department of Law and Public Safety, Division of Criminal Justice, either

- a. with this application X Yes; or

- b. with a previously approved application involving the same implementing agency.

_____ Yes. Date Certificate filed _____

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transaction:**

1. The prospective grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
2. Where the prospective grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Drug-Free Workplace:

The applicant assures that it will comply with Title V of the Anti-Drug Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.

This application consists of the following attachments in addition to this form:

Section A

- Attachment 1: Description of Prior Grant's Activities
- Attachment 2: Project Budget

Section B

- Equal Employment Opportunity Program Certification (if necessary)
- Grant Agreement Certification
- General Conditions Applicable to All Grants Awarded
- Special Conditions Applicable to Awarded Grant
- Resolution of Participation with Certification by Recording Officer

Signature: *Eddie Campbell*

Printed Name: Eddie Campbell

Title: Mayor

Unit of Government: Willingboro Township

Date: 2-25-05 3/08/05

Grant # P- 3482

(rev'd 1/27/05)

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

GRANT AGREEMENT CERTIFICATION

Eddie Campbell, being over the age of 18 years old,
Name

hereby certifies:

1. I am Mayor of the Township of Willingboro
Title Name of entity receiving grant funds

(hereafter "recipient entity"). I am submitting this certification in conjunction with the provision of grant funds in the amount of 60,000.00
Dollar amount of funds

to the recipient entity by the Division of Criminal Justice under the Safe and Secure Communities Program. In making this certification, I understand that the Division of Criminal Justice will rely upon the statements made herein in processing this application and with making provision of the grant funds in question.

2. I have reviewed the contents of the application which have been submitted by the recipient entity for such funding and hereby certify that the factual statements and data set forth in the application are true to the best of my knowledge and belief.

3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and activities; and that I have sought and obtained legal advice from the recipient entity's legal counsel as I have considered appropriate or necessary in this regard.

4. I further certify that I will ensure that the recipient entity will utilize the funds being provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.

5. I further certify that I will ensure that the recipient entity will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Grant # P- 3482


Signature

DATED: ~~2-25-05~~ 3/08/05

Eddie Campbell
Printed name of individual providing certification

Mayor

Title

(rev'd 11/10/04)

NEW JERSEY
SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Township of Willingboro
(Governing Body/Board of Finance of Unit of Government)
held on the 8th day of March, 2005
and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 25th 8th day of February March, 2005

SEAL

Marie Annese
(Signature of Certifying Officer)

Township Clerk
(Title of Certifying Officer)

Marie Annese
(Printed Name of Officer)

Grant # P- 3482

(Rev'd 11/10/04)

NEW JERSEY
SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Township of Willingboro
(Governing Body/Board of Finance of Unit of Government)
held on the _____ day of _____, 20____
and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 25th day of February, 2005

SEAL

(Signature of Certifying Officer)

(Title of Certifying Officer)

(Printed Name of Officer)

Grant # P- 3482

(Rev'd 11/10/04)

SAFE AND SECURE COMMUNITIES ACT GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

- (1) The subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- (2) The subgrantee assures that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (3) The subgrantee assures that it will give the Division of Criminal Justice (hereafter "Division") through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant and that it will comply with all requirements imposed by the Division concerning special requirements of laws, program requirements, and other administrative requirements.
- (4) The subgrantee assures that it will comply with all applicable federal and state anti-discrimination laws; if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. 42.301 *et seq.*, it will maintain a current plan on file; and assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Division.
- (5) The subgrantee assures that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for law enforcement activities.

- (6) The subgrantee assures that it will maintain fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the Department of Law and Public Safety (L&PS) shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this program; and that it will comply with all the requirements of the State of New Jersey for state and local financial accounting; and that it will maintain such data and information and submit such reports, in such form, at such times, and containing such information, as L&PS may require.
- (7) The subgrantee certifies that the programs contained in its application meet all requirements; that all the information is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with all provisions of the Safe and Secure Communities Act Grant Program and all other applicable federal and state laws, regulations, and guidelines.
- (8) The recipient agrees to provide information required for any evaluation conducted by the State of New Jersey.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

Willingboro Township
Subgrantee Municipality

Grant # P- 3482

Eddie Campbell
Signature of Mayor

Title: Mayor

Eddie Campbell
Printed Name of Mayor

3/08/05
Date

(11/11/04)

DEPARTMENT OF LAW AND PUBLIC SAFETY
STATE OF NEW JERSEY
DIVISION OF CRIMINAL JUSTICE

SPECIAL CONDITIONS

SAFE AND SECURE COMMUNITIES PROGRAM

Subgrantee: *Willingboro Township*

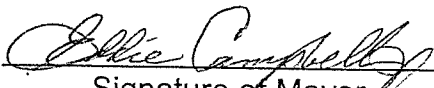
Subgrant Number: P- *3482*

Project Duration: *4/4/05 - 4/3/06*

1. The Subgrantee will maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: employee's name, title/rank, total daily hours worked, and employee's, supervisor's and project director's signatures.
2. The Subgrantee assures that grant monies are to be used for base salary only; no overtime payments can be made from grant funds. All fringe benefits, other related costs, and any project expenses above the grant award will be paid by the Subgrantee.
3. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact the Division in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from the Division of Criminal Justice via DCJ Form 108, Grant Adjustment Request Form.
4. As required under the federal Single Audit Act, the Subgrantee shall notify the Division of Criminal Justice of any exceptions and/or findings regarding this project as a result of such a single audit.
5. In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 I. Therefore, the state award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.

6. The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a, clearly states that as a condition of the grant award, the Subgrantee shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.

7. **The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that full funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.**



Signature of Mayor

Title: _____ Mayor _____

Eddie Campbell

Printed Name of Mayor

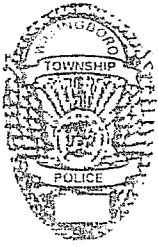
~~2-25-05~~ 3/08/05

Date

Grant # P- 3482

Section A - Budget Detail (Estimate)
 Whole Dollars Only

COST ELEMENT			State Share	Local Match	Project Total
A. Salaries and Wages					
Rank and Name of Each Grant Funded Person	% of time	Current Annual Salary			
1 Civilian Training Officer	100	59,060	59,060	-	59,060
1 Police Officer		71,484	940	70,544	71,484
List the names and salaries of personnel assigned to the grant:					
Dave Retzko					
Officer Robert Wallace					
Sub-total Salaries			60,000	70,544	130,544
A-1. Fringe Benefits					
Fringe Benefits (@ ____%)				30,000	30,000
Total Salaries			60,000	100,544	160,544



WILLINGBORO TOWNSHIP POLICE

MUNICIPAL COMPLEX

1 Salem Road

Willingboro, New Jersey 08046

(609) 877-2200

FAX (609) 835-0938

BENJAMIN C. BRAXTON
Director of Public Safety

February 25, 2005

Heddy Levine-Sabol, Chief
Program Development Section
Department of Criminal Justice
PO Box 085
Trenton, New Jersey 08046-0085

Dear Ms. Levine-Sabol:

This letter is written to you to give you the descriptions of the persons assigned to the Safe and Secure Grant.

POLICE OFFICER: An officer is assigned to the Patrol Division and involved in all phases of police work: Police patrol; initial investigation of crimes; community policing activities, in particular, to the parks he/she is assigned to; Town watch patrol contacts; individual park assignments unique to each park.

TRAINING OFFICER: The Training Officer schedules and coordinates training for all officers in the Department. It is the assignment of the Training Officer to coordinate with various academies including, but not limited to, the Burlington County Police Academy, Cape May Police Academy, Federal Bureau of Investigation National Academy, New Jersey State Police, and International Association of Chiefs of Police.

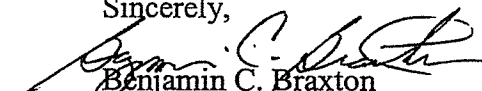
Over the last few years, the seventy-assigned police officers have averaged eighty hours of training, per officer, throughout the year. Some of the officers, due to their assignments, have had to attend other academies for more specialized training. These include the Philadelphia Police Academy for K-9 training, both narcotics and bomb detection. Members of our Special Weapons and Tactics Team have received up-to-date and specialized training at various locations throughout the nation.

Safe and Secure Grant
Page 2

I believe that the duties for the two persons in question gives you a good background of their duties.

If you have any further questions, or concerns, please do not hesitate to contact me at (609)877-2200, ext6235.

Sincerely,



Benjamin C. Braxton
Director of Public Safety



TOWNSHIP OF WILLINGBORO

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

June 30, 2005

Mr. Peter J. Leland
Program Analyst
Office of the Attorney General
Division of Criminal Justice
P. O. Box 085
Trenton, New Jersey 08625-0085

Re: Safe and Secure Communities
Program – Grant Number P-3482
Grant Documentation

Dear Mr. Leland:

In response to your letter dated June 24th to Ms. Rose, Township Manager, attached please find the following documents all dated March 8, 2005.

:

1. A certified copy of Resolution No. 2005-49
2. Subgrant Application and Authorization
3. A signed copy of the Grant Agreement Certification
4. Certification of Recording Officer
5. General Conditions and Assurances
6. Special Conditions
7. Budget Detail Sheet
8. Mr. Braxton's letter dated February 25, 2005

Two sets, one of which had original signatures, were mailed out on March 14, 2005. If anything further is needed please let us know.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

cc: Ms. Rose

✓

RESOLUTION NO. 2005 – 50


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 Overpayment, Veteran Deduction and 100% Exempt; and

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

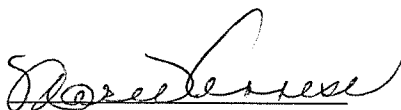
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 2005, that refunds be made as per the attached schedule; and

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:



Marie Annese, RMC
Township Clerk

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

ALAN R. DANIELS APT 21C VILLAGE OF STONEY RUN RT. 73 MAPLE SHADE, NJ 08052 BLOCK 105 LOT 28 74 SHEFFIELD DRIVE OVERPAYMENT TAXES	\$850.33
COUNTRYWIDE PO BOX 10211 VAN NUYS, CAA 91410-0211 BLOCK 819 LOT 3 11 EAST STOKES ROAD OVERPAYMENT TAXES	193.12
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA. 91499-6089 BLOCK 815 LOT 9 47 EXTON LANE OVERPAYMENT TAXES	1156.86
CARTER, BERNARD C & THI 9 MARBORO LANE WILLINGBORO, N.J. 08046 BLOCK 521 LOT 26 9 MARBORO LANE VETERAN DEDUCTION	250.00
MID-JERSEY CLOSING AGENCY, LLC 897 RANCOCAS RD SUITE 12 MT. HOLLY, N.J. 08060 BLOCK 214 LOT 7 48 BALFOUR LANE OVERPAYMENT TAXES	871.10
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA 91410-0211 BLOCK 623 LOT 7 18 HASTING LANE 100% EXEMPT	1641.29
EQUITY SETTLEMENT SERVICES, INC. 444 ROUTE 111 SMITHTOWN, NEW YORK 11787 BLOCK 307 LOT 10 30 PEARTREE LANE OVERPAYMENT TAXES	767.68
FIDELITY NATIONAL TITLE INS. CO. 110 BARCLAY PAVILLION CHERRY HILL, N.J. 08034 BLOCK 523 LOT 20 156 MILLBROOK DRIVE OVERPAYMENT TAXES	1006.92

GEORGE & SUSAN GAREY 906 OAK TREE RD. SUITE D SOUTH PLAINFIELD, NJ 07080 BLOCK 539 LOT 13 44 MERCATOR LANE OVERPAYMENT TAXES	848.12
GAC 707 GRANT STREET 400 GULF TOWER PITTSBURGH, PA 15219 BLOCK 720 LOT 46 19 GENESEE LANE OVERPAYMENT TAXES	1089.75
GMAC MTG. CORP ATTN: TAX REFUND 3451 HAMMOND AVENUE WATERLOO, IA. 50702 BLOCK 524 LOT 11 36 MADESTONE LANE OVERPAYMENT TAXES	813.17
COUNTRYWIDE TAX SERVICES SV3-24 PO BOX 10211 VAN NUYS, CA 91499-6089 BLOCK 638 LOT 10 46 HOLLIS LANE OVERPAYMENT TAXES	1084.30
FLORENCE GARRISON 55 NORTHGATE LANE WILLINGBORO, NJ 08046 BLOCK 1017 LOT 13 55 NORTHGATE LANE OVERPAYMENT TAXES	979.67
GISELA PLESS 16 PEMBROOK LANE WILLINGBORO, N.J. 08046 BLOCK 306 LOT 5 16 PEMBROOK LANE OVERPAYMENT TAXES	250.00
WILLIAM & MARGOT HAMILTON 33 HORNBLLENDE LANE WILLINGBORO, NJ 08046 BLOCK 615 LOT 16 33 HORNBLLENDE LANE 100% EXEMPT	558.44

RESOLUTION NO. 2005 – 51

WHEREAS, the Township Council of the Township of Willingboro by adoption of Resolution No. 2002 – 138, awarded a bid for the 2000 – 2001 Roadway Repair Project to **Shore Slurry Seal, Inc. , P. O. Box 500, Hammonton, N. J. 08037 in the amount of \$794,647.00;** and

WHEREAS, it appears that Change Order No. 1 was requested in the amount of plus \$38,436.55 (as per the attached letter dated 1/23/03) increasing the total contract costs to \$833,083.55; and

WHEREAS, the Engineer has submitted Change Order No 2 (Final Adjustment) which represents a reduction of \$42,449.01 (as per the attached letter dated 2/23/05) which adjusts the contract costs to **\$790,634.54** of which \$723,128.33 has been paid; and

WHEREAS, the Engineer has documented the above in the attached, and approved Retainage due to the Contractor of **\$67,506.21 which will close the contract.**


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of Willingboro, assembled in public session this 8th day of March, 2005 as follows:


Approve Change Order No. 1 - plus \$38,436.55 increasing the total contract costs to \$833,083.55.

Final Payment be made to Asphalt Paving Systems (Shore Slurry Seal, Inc.) in the amount of \$67,506.21 as indicated above.

Copies of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information and attention.

Attest:


Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr.
Mayor

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"/>			

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

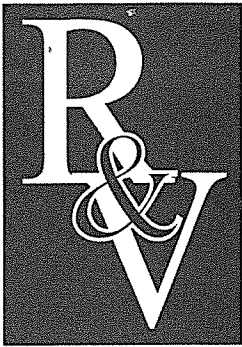
TO: S. Paul
COMPANY: RV
DATE: 3/8/05
TO FAX NO. 856-216-9942

FROM: Marie Annese EXT. 6205 PAGES 3

SUBJECT: 2000-01 Roadway Repair - Closeout
Letter 2/23/05
Change Order #1 - ??
Page 2 - Vendor & Amt ??

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

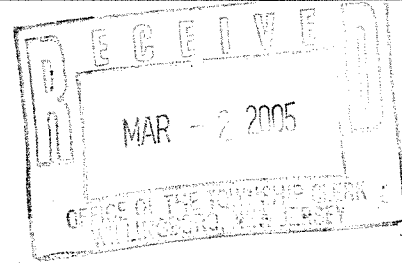


Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango Engineers
 Remington, Vernick & Walberg Engineers

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

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

February 23, 2005



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

Re: Township of Willingboro
 2000 Road Repairs Project
 Certificate No. 9 Final
 Change Order No. 2 Final

Dear Ms. Rose:

Enclosed please find one (1) original and one (1) copy of the Final Certificate Recommendation along with the contractor's voucher for payment in connection with the above captioned project.

Also enclosed please find four (4) original signed copies of Change Order No. 2 FINAL for your review and approval, which were reductions in as-built quantities. It appears that Change Order No. 1 was prepared and authorized by Lord, Worrell & Richter, Inc. for 2004 Roadway Repairs. Please note representatives from our office performed a cursory inspection of the roadways improved under this contract to ensure improvements were made on them.

For your convenience, the following is a summary of project costs and payments, based on the information available:

◆ Initial project award/Contract amount:	\$794,647.00
◆ Authorized/requested Change Order No.1:	+\$38,436.55
◆ Total Amended Contract Costs:	\$833,083.55
◆ Change Order No. 2 FINAL:	-\$42,449.01
◆ Final Adjusted Contract-Costs:	\$790,634.54
◆ Total amount previously paid to the Contractor:	-\$723,128.33
◆ Retainage requested from Contractor:	\$67,506.21

Also attached in this package is a Maintenance Bond for the project in the amount of \$79,063.45 for the Townships records.

T:\inspect\ADMIN\WILLINGBORO\2000 Roadway Repairs.rtf

**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.

**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 08853
 (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)

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

**Remington, Vernick
 & Arango Engineers**
 18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

www.rve.com


Established in 1901

Therefore, in accordance with the contract documents and documented payment recommendations from Lord, Worrell & Richter, Inc., we recommend final payment be made to Arawak Paving Co., Inc. in the amount of \$9,559.37.

If you should have any further questions or require additional information, please contact Mr. Ray Longmore of our Burlington office at 609-387-7053.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



K. Wendell Bibbs, P.E.

KWB:as

Enclosure(s)

cc: Marie Annese, Township Clerk
Richard BreVogel, Public Works Superintendent

02/18/2005 WED 10:02 FAX



551 High Street
Burlington, NJ 08016

CHANGE ORDER NO. 1

Contractor Shore Slurry Seal, Inc.

Date January 23, 2003

Address P.O. Box 500

Project No. 2000-39-31

Hammonton, NJ 08037

2000-01 Roadway Repairs

Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes, Melville Lane Roadway Subbase Stabilization removal of concrete.

No.	Description	Quantity	Unit Price	Amount
1S	Pulverization, Concrete Subbase - Melville Lane	6,053 SY	\$ 6.35	\$38,436.55

Amount of Original Contract..... \$794,647.00

Engineer Date

Adjusted amount of Contract due to previous Change Orders..... - 0 -

WILLINGBORO TOWNSHIP
Municipality Date

Supplemental..... \$ 38,436.55

Extra..... - 0 -

Ellie Campbell
Mayor Date 3/18/05

Reduction..... - 0 -

SHORE SLURRY SEAL, INC.
Contractor

Adjusted Amount of Contract..... \$833,083.59

Joseph Caporaso
By: Signed Date 1-24-2003

Change in Contract..... 4.836%

WILLINGBORO TOWNSHIP

No 016857

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To Asphalt Paving Systems

ADDRESS P.O. Box 530, Hammonton, NJ 08037

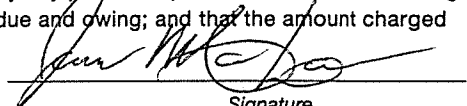
CITY

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of All Labor & Materials for the 2000-2001 Roadway Repairs Project:		
	Total Amount Completed to Date		\$790,634.54
	Less 0% Retainage		\$0.00
	Subtotal		\$790,634.54
	Less Amount Previously Certified		\$723,128.33
	Amount Due this Certificate		\$67,506.21

VENDOR'S CERTIFICATION AND DECLARATION

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

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


 Signature
Paul Cooperman
 Title

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

DEPARTMENT HEAD CERTIFICATION

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

Signature M. M. ...
 Title MUNICIPAL ENGINEER

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID			
<table border="1" style="width: 100%; height: 40px;"> <tr><td> </td><td> </td><td> </td></tr> </table>			 Approved for Payment Township Manager	CHECK No.

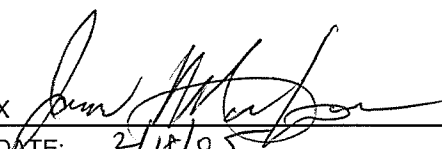
R REMINGTON & VERNICK ENGINEERS
V CERTIFICATE #9 FINAL

ASPHALT PAVING SYSTEMS
P.O. BOX 530
HAMMONTON, NJ 08037
609-561-2215

PROJECT NAME:
2000-2001 ROADWAY REPAIRS PROJECT
PROJECT NUMBER:

CERTIFICATE #9 FINAL

CLIENT:
TOWNSHIP OF WILLINGBORO

X 
DATE: 2/18/05

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #9	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$5,000.00	\$5,000.00	0	1	\$5,000.00
2	CONCRETE CURB	7020 LF	\$28.00	\$196,560.00	0	6684	\$187,152.00
3	CONCRETE SIDEWALK	12 SY	\$50.00	\$600.00	0	12	\$600.00
	CO#2 FINAL 2/17/05	50 SY			50	50	\$2,500.00
4	6" RC DRIVEWAY APRONS	450 SY	\$59.00	\$26,550.00	0	450	\$26,550.00
	CO#2 FINAL 2/17/05	3 SY			3	3	\$177.00
5	6" RC HANDICAP RAMPS	314 SY	\$59.00	\$18,526.00	0	314	\$18,526.00
	CO#2 FINAL 2/17/05	82 SY			82	82	\$4,838.00
6	CONCRETE GUTTER	60 SY	\$80.00	\$4,800.00	0	21.4	\$1,712.00
7	REPAIR INLET	18 UT	\$700.00	\$12,600.00	0	16	\$11,200.00
8	6" PERF. CORR. POLY. PIPE	1605 LF	\$29.00	\$46,545.00	0	1593	\$46,197.00
9	12" WHITE STOP BARS	3 UT	\$300.00	\$900.00	0	3	\$900.00
10	PAINTED CROSSWALK	4 UT	\$300.00	\$1,200.00	0	4	\$1,200.00
	CO#2 FINAL 2/17/05	2 UN			2	2	\$600.00
11	MILLING, 0"-3"	36002 SY	\$3.00	\$108,006.00	0	36002	\$108,006.00
	CO#2 FINAL 2/17/05	867 SY			867	867	\$2,601.00
12	REMOVAL OF CONC BASE (± 5")	7059 SY	\$8.00	\$56,472.00	0	1624	\$12,992.00
13	ROADWAY EXCAVATION, UNCLASSIFIED (± 5")	746 CY	\$2.00	\$1,492.00	0	746	\$1,492.00
	CO#2 FINAL 2/17/05	397			397	397	\$794.00

14	ROADWAY EXCAVATION, EARTH (± 6")	2072	CY	\$2.00	\$4,144.00	0	501.11	\$1,002.22
15	BIT. CONC. SURFACE COURSE, MIX I-5, 2" THK	4283	TN	\$41.00	\$175,603.00	0	3900.27	\$159,911.07
16	BIT. STAB. BASE COURSE, MIX I-2", 5" THK	3563	TN	\$35.00	\$124,705.00	0	3563	\$124,705.00
	CO#2 FINAL 2/17/05	688.2	TN			688.2	688.2	\$24,087.00
17	DGA, VARIABLE THICKNESS	2072	CY	\$2.00	\$4,144.00	0	666	\$1,332.00
18	TRAFFIC CALMING DEVICE	2	UT	\$3,400.00	\$6,800.00	0	2	\$6,800.00
1S	PULVERIZATION, CONC. SUBBASE - MELVILLE LN.	6125	SY	\$6.35	\$38,893.75	6125	6125	\$38,893.75
2S	4" YELLOW TRAFFIC PAINT	648	LF	\$0.50	\$324.00	648	648	\$324.00
3S	6" WHITE TRAFFIC PAINT	150	LF	\$0.75	\$112.50	150	150	\$112.50
4S	24" WHITE TRAFFIC PAINT	50	LF	\$3.00	\$150.00	50	50	\$150.00
5S	PAINTED ARROWS	4	UN	\$70.00	\$280.00	4	4	\$280.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$790,634.54</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$790,634.54</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$723,128.33</u>
AMOUNT DUE THIS CERTIFICATE	<u><u>\$67,506.21</u></u>

SUMMARY

ORIGINAL CONTRACT AMOUNT **\$794,647.00**
CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$38,436.55
2	(\$42,449.01)
3	\$0.00
4	\$0.00
5	\$0.00


TOTAL CHANGE ORDERS (\$4,012.46)
AMENDED CONTRACT AMOUNT **\$790,634.54**

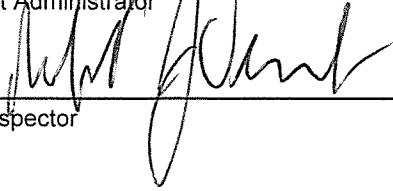
PAYMENTS CERTIFIED TO DATE (AMOUNT)

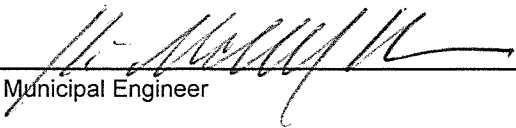
1	\$67,450.15
2	\$172,599.87
3	\$70,608.62
4	\$197,893.00
5	\$87,446.71
6	\$60,278.40
7	\$29,856.78
8	\$36,994.80
9	\$0.00

TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT)	\$723,128.33
AMOUNT OF THIS CERTIFICATE	\$67,506.21
TOTAL AMOUNT OF WORK COMPLETED	\$790,634.54

NOTICE TO PROCEED DATE	_____
PROJECT COMPLETION DATE	_____
PROJECT CALENDAR DAYS	_____


Contract Administrator Date 02/18/05


Chief Inspector Date 2/22/05

Department Manager Date

Municipal Engineer Date 2/22/05

R REMINGTON & VERNICK ENGINEERS
V CHANGE ORDER #2 FINAL

CONTRACTOR: 02/17/05
 ASPHALT PAVING SYSTEMS
 PO BOX 530
 HAMMONTON NJ 08037
 609-561-4161

NAME OF PROJECT:
 FY 2000-2001 ROADWAY REPAIRS PROJECT
 PROJECT NUMBER:

CLIENT:
 WILLINGBORO TOWNSHIP

REASON FOR CHANGE: FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
3E	CONCRETE SIDEWALK	50	SY	\$50.00	\$2,500.00
4E	6" RC DRIVEWAY APRONS	3	SY	\$59.00	\$177.00
5E	6" RC HANDICAP RAMPS	82	SY	\$59.00	\$4,838.00
10E	PAINTED CROSSWALKS	2	UN	\$300.00	\$600.00
11E	MILLING 0" - 3"	867	SY	\$3.00	\$2,601.00
13E	ROADWAY EXCAVATION, UNCLASSIFIED	397	CY	\$2.00	\$794.00
16E	BIT. ASPHALT MIX I-2, 5" THK	688.2	TN	\$35.00	\$24,087.00
					<u>\$24,087.00</u>
					\$35,597.00
REDUCTIONS					
2R	CONC. CURB	336	LF	\$28.00	\$9,408.00
6R	CONC. GUTTER	38.6	SY	\$80.00	\$3,088.00
7R	REPAIR INLET	2	UN	\$700.00	\$1,400.00
8R	6" PERF CORR POLY PIPE	12	LF	\$29.00	\$348.00
12R	REMOVE CONC. BASE (+/-5")	5435	SY	\$8.00	\$43,480.00
14R	ROADWAY EXCAVATION (+1-6")	1570.89	CY	\$2.00	\$3,141.78
15R	BIT. ASPHALT MIX I-5, 2" THK	382.73	TN	\$41.00	\$15,691.93
17R	DGA VARIABLE THICKNESS	1406	CY	\$2.00	\$2,812.00
					<u>\$2,812.00</u>
					\$79,369.71
SUPPLEMENTALS					
1SE	PULVERZ CONC SUBBS-MELLVILLE LN.	72	SY	\$6.35	\$457.20
2S	4" YELLOW TRAFFIC PAINT	648	LF	\$0.50	\$324.00
3S	6" WHITE TRAFFIC PAINT	150	LF	\$0.75	\$112.50
4S	24" WHITE TRAFFIC PAINT	50	LF	\$3.00	\$150.00
5S	PAINTED ARROWS	4	UN	\$70.00	\$280.00
					<u>\$280.00</u>
					\$1,323.70

ORIGINAL CONTRACT AMOUNT	<u>\$794,647.00</u>
AMENDED CONTRACT AMOUNT CO#1	<u>\$833,083.55</u>
+ SUPPLEMENTAL	<u>\$1,323.70</u>
+ EXTRA	<u>\$35,597.00</u>
- REDUCTION	<u>(\$79,369.71)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1	<u>\$790,634.54</u>

.005% DECREASE

ACCEPTED BY:

2/18/05
 Asphalt Paving Systems Date

2/22/05
 Chief Inspector Date

2/22/05
 Department Manager Date
 Municipal Engineer Date

APPROVED BY:

 Willingboro Township Date

MAINTENANCE BOND

Bond No. 6165448-0001

Any singular reference to Contractor, Principal, Surety, Owner or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS:

Shore Slurry Seal, Inc.

That P.O. Box 500, Hammonton, NJ 08037

as Principal, hereinafter called Contractor, and

SAFECO Insurance Company of America

1767 Sentry Pkwy, West, Blue Bell, PA 19422

as Surety, hereinafter called Surety, are firmly bound unto

Township of Willingboro

One Salem Road, Willingboro, NJ 08046

(Name and address of Owner)

hereinafter called Obligee, in the sum of _____

Seventy-Nine Thousand Sixty-Three and 45/100 Dollars DOLLARS,
lawful money of the United States of America, to be paid to the said Obligee or its successors or assigns to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor entered into a contract with the said Obligee dated February 5, 2002,

for 2000- 2001 Roadway Repairs Project


NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year(s) from the date of acceptance of the work provided for in the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect. This bond is effective from June 7, 2004 to June 7, 2005

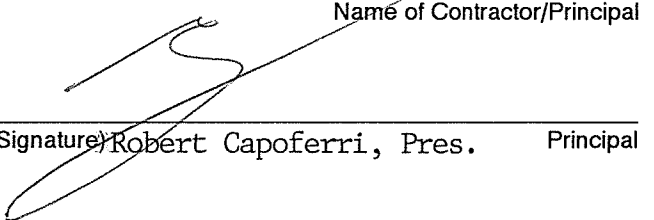
Signed, Sealed and Witnessed February 17, 2005

ATTEST:

Shore Slurry Seal, Inc.

Name of Contractor/Principal


James Mac Lane

By: 
(Signature) Robert Capoferri, Pres. Principal

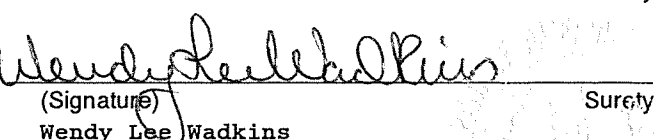
(SEAL)

ATTEST:

SAFECO Insurance Company of America

Name of Surety


Jane L. Cole

By: 
(Signature) Wendy Lee Wadkins Surety

(SEAL)

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a Certificate U.S. Secretary of the Treasury in accordance with 31 U.S.C. s9305)

- SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
AMERICAN STATES INSURANCE COMPANY

surety(ies) on the attached bond hereby certify(ies) the following:

(1) The surety(ies) meets the applicable capital and surplus requirement of R.S. 17:17-6 as the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2003, which amounts have been certified on a Consolidated Certification by Ernst & Young, 999 3rd Avenue, Suite 3500, Seattle, Washington 98104 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street, Trenton, New Jersey.

Table with 2 columns: Surety Company Name and Amount. Rows include SAFECO INSURANCE COMPANY OF AMERICA (\$818,475,958), GENERAL INSURANCE COMPANY OF AMERICA (\$623,317,452), FIRST NATIONAL INSURANCE COMPANY OF AMERICA (\$61,426,060), and AMERICAN STATES INSURANCE COMPANY (\$629,995,557).

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § s9305, the underwriting limitation established therein on July 1, 2004 is as follows:

Table with 2 columns: Surety Company Name and Amount. Rows include SAFECO INSURANCE COMPANY OF AMERICA (\$81,848,000), GENERAL INSURANCE COMPANY OF AMERICA (\$62,332,000), FIRST NATIONAL INSURANCE COMPANY OF AMERICA (\$6,143,000), and AMERICAN STATES INSURANCE COMPANY (\$63,000,000).

(4) The amount of the bond to which this statement and certification is attached is \$79,063.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I Wendy Lee Wadkins, as Attorney-in-Fact For Safeco Insurance Company of America a corporation domiciled in Seattle, Washington, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Signature of certifying agent: Wendy Lee Wadkins
(Printed name of certifying agent)
Attorney-in-Fact
(Date) February 17, 2005



SAFECO INSURANCE COMPANY OF AMERICA

FINANCIAL STATEMENT — DECEMBER 31, 2003

Assets		Liabilities	
Cash and Bank Deposits.....	\$ (41,129,046)	Unearned Premiums.....	\$ 662,746,717
*Bonds — U.S Government.....	191,611,176	Reserve for Claims and Claims Expense.....	1,560,406,318
*Other Bonds.....	2,268,566,075	Funds Held Under Reinsurance Treaties.....	577,176
*Stocks.....	456,062,250	Reserve for Dividends to Policyholders.....	1,168,869
Real Estate.....	12,440,327	Additional Statutory Reserve.....	—
Agents' Balances or Uncollected Premiums.....	332,460,470	Reserve for Commissions, Taxes and Other Liabilities.....	<u>375,568,628</u>
Accrued Interest and Rents.....	35,146,561	Total.....	\$2,600,467,708
Other Admitted Assets.....	<u>163,785,853</u>	Capital Stock.....	\$ 5,000,000
		Paid in Surplus.....	227,306,484
		Unassigned Surplus.....	<u>586,169,474</u>
		Surplus to Policyholders.....	<u>818,475,958</u>
Total Admitted Assets.....	<u>\$3,418,943,666</u>	Total Liabilities and Surplus.....	<u>\$3,418,943,666</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values. Securities carried at \$113,865,629 are deposited as required by law.

I, MICHAEL C. PETERS, president of SAFECO National Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2003, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 1st day of March, 2004.

President

EXHIBIT B

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6570

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****WENDY LEE WADKINS; CHRISTOPHER F. MULVANEY; LEONARD J. POWELL; FRANK J. MASON; MARK V. NIEMEYER; THOMAS M. HYNDMAN; MARIA M. FELICIANO; JOSEPH J. KENT; Radnor, Pennsylvania*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 22nd day of November, 2004

Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

Handwritten signature of Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of February, 2005



Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

RESOLUTION NO. 2005 – 52

**A RESOLUTION AWARDING A BID FOR FIRE DEPARTMENT
GARAGE DOOR PROJECT – STATION 161**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the Garage Door Project for Fire Headquarters – Station 161; 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 **Kemler Doors, P. O. Box 5257, 314-316 Fourth Street, Trenton, New Jersey 08638-5257** in the amount of \$39,920.00; and

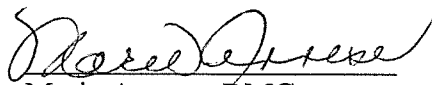
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 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 Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
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.

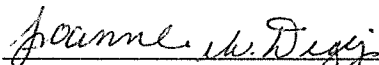
Resolution Date: 03/08/05
Resolution Number: 2005-52

Vendor: KEMLE050 KEMLER DOORS
PO BOX 5257
TRENTON, NJ 08638

Contract: 05-00005 KEMLER-FIRE HOUSE GARAGE DOORS

Account Number	Amount	Department
C-04-55-904-002-908	33,860.23	2004 GENERAL CAPITAL
C-04-55-999-002-906	6,059.77	1999 GENERAL CAPITAL
Total	39,920.00	


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



Chief Financial Officer

WILLINGBORO FIRE DEPARTMENT

Memo

To: Marie Annese, Township Clerk
From: Anthony J. Burnett, Chief of Department 
CC: Denise Rose, Township Manager
Thomas Lear, Board of Fire Commissioners
Barbara Lightfoot, Finance Department
Date: 3/7/05
Re: FIRE DEPARTEMENT GARAGE DOOR PROJECT – STATION 161

After careful review of the one (1) Bid Proposal submitted to Willingboro Township on Thursday, February 17, 2005, the Board of Fire Commissioners and myself recommend the following bidder be awarded the Garage Door Project for Fire Headquarters – Station 161 as stated in the submitted proposal:

KEMLER DOORS
PO Box 5257
314-316 Fourth Street
Trenton, New Jersey 08638-5257

Bid Award: \$39,920.00

Finance Department Note:

- Monies allocated for project is under
 - Capital 2004 / C-04-55-904-002-908 \$33,860.23
 - Capital 1999 / C-04-55-999-002-906 \$6,059.77
- TOTAL \$39,920.00

FIRE DEPARTMENT GARAGE DOORS – STATION 161
Due – Thursday, February 17, 2005 at 10:30 AM
Opened by Twp. Clerk and Kevin Goins – Rep. from Kemler present.

BIDDERS: Kemler

Bid Price: \$39,920.00

Bid Requirements:

Bid Guarantee Ck \$3,992.00

Cert. Consent of Surety X

Disclosure Statement X

Non-Collusion X

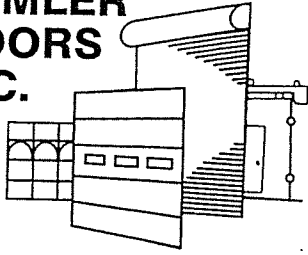
Affirmative Action X

N.J. Business Registration X

Other / Cert. of Emp. Info. Rep. Form AA302 supplied

Return to Kevin Goins for review & recommendation.

**KEMLER
DOORS
INC.**



KEMLER DOORS INC.

**P.O. Box 5257
314-316 Fourth Street
Trenton, NJ 08638-5257
609-882-2270 Fax # 609-882-6605**

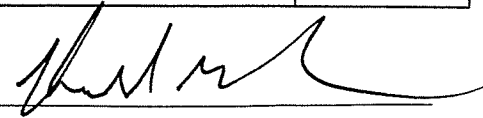
Estimate

Date	Estimate #
2/16/2005	513

Name/Address
THE TOWNSHIP OF WILLINGBORO
WILLINGBORO NJ

Terms	Rep	Project
Net 30		

Description	Total
<p>REF: STATION 161 DOOR AND OPERATOR REPLACEMENT WE PROPOSE TO FURNISH LABOR AND MATERIAL TO REMOVE AND DISPOSE OF THE EXISTING DOORS AND OPERATORS AND INSTALL SIX NEW WEATHERBREAKER 175 DOORS COMPLETE WITH NEW GEAR HEAD TROLLEY OPERATORS, RADIO CONTROLS, SAFETY EDGES AND PHOTO EYES.</p> <p>TOTAL COST WOULD BE\$39,920.00</p> <p>PLEASE NOTE DELIVERY IS APPROXIMATELY 3 TO 4 WEEKS AFTER APROVAL OF SHOP DRAWINGS,KEMLER DOORS IS NOT BONDED AND THIS IS NOT INCLUDED IN THE ABOVE QUOTE, AS PREVIOUSLY DISCUSSED IF WE ARE AWARDED THIS JOB THE BID SURETY OF 10% WILL BE HELD UNTIL COMPLETION OF THE JOB.</p> <p style="text-align: center;">No work will be performed until a signed estimate is recieved.</p> <p>Approved By: _____ Print Name: _____</p> <p>PLEASE NOTE: This quote is subject to the steel surcharge in effect at the time this material is released for fabrication</p>	\$0.00

KDI Signature: 

**PROJECT: SPECIFICATIONS FOR OVERHEAD GARAGE DOORS
AT FIRE HEADQUARTERS (STATION 161)**

Location of Project: Fire Headquarters – Station 161
398 Charleston Road
Willingboro, NJ 08046

1. Furnish labor & material to remove existing overhead garage doors & operators.
2. Install **four** 12' x 12' & **two** 24' x 12' **brown** in color Weathebreaker 175 overhead doors complete with full angle mounted tracks.
3. 12' doors shall have two rows of four (4) insulated lites and the 24' doors shall have two rows of eight (8) lites.
4. 24' door operators shall be reinforced and have double end stiles.
5. Trolley operator shall be ¾ horsepower gear head complete with photo eyes, safety edges, reel cords, pusher springs, top seal, and remote controls.

Door Specification:

1. 1-3/4 inches of polyurethane foam laminated to an inside and outside steel skin by means of a continuous production process. Foam shall be 2.6 lb./cu.ft. density, providing insulation factors of 16.4 R value and .061 U-value. The outside skin shall be hot-dipped galvanized steel no less than .020 inch thick embossed with a stucco pattern and finished with two-coat paint system. Inside skin is prepainted galvanized steel no less than .015 inch thick. Section design includes a thermal break.

Track Specification:

1. The track shall be heavy gauge galvanized steel and shall be 3 inch full angle mounted.

Warranty:

1. One (1) year on materials & workmanship
 2. Five (5) years against delamination of panels
- * See attached quote

Bid Price: \$39,920.00*

Name: Herbert M. Rambo

Title: President

Company: Kemler Doors Inc.

RESOLUTION NO. 2005 - 53
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

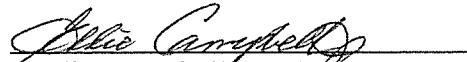
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 3/8, 2005, that an Executive Session closed to the public shall be held on 3/8, 2005, at _____ P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 54

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO DIRECTING THE PLANNING BOARD TO REVIEW THE PROPOSED PLAN OF KC BUILDERS AND DEVELOPERS PURSUANT TO N.J.S.A. 40A:12A-7(f).

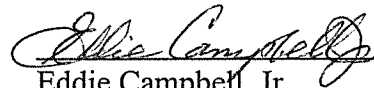
WHEREAS, the Township’s designated Redevelopment area includes Block 11.01, Lot 14 located at 36 Rose Street according to Ordinance 2003-5; and

WHEREAS, the KC Builders and Developers have requested the Township Council of the Township of Willingboro to amend the Redevelopment Plan from a B-1 zone to develop the parcel as a residential zone or R-1A district; and


WHEREAS, the Township Council hereby finds it necessary to refer this matter to the Planning Board for review and to report its findings to the Council in accordance with NJSA 40A:12A-7(f) of the provisions of the Local Redevelopment and Housing Law.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 2005, that the Township of Willingboro hereby directs the Planning Board to review the request of KC Builders and Developers to amend or revise the Redevelopment Plan as to Block 11.01, Lot 14 and to report its findings to Council in accordance with NJSA 40A:12A-7(f) of the Local Redevelopment and Housing Law..

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


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	✓			

RESOLUTION NO. 2005 - 54

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO DIRECTING THE PLANNING BOARD TO REVIEW THE PROPOSED PLAN OF KC BUILDERS AMD DEVELOPERS PURSUANT TO N.J.S.A. 40A:12A-7(f).

WHEREAS, the Township's designated Redevelopment area includes Block 11.01, Lot 14 located at 36 Rose Street according to Ordinance 2003-5; and

WHEREAS, the KC Builders and Developers have requested the Township Council of the Township of Willingboro to amend the Redevelopment Plan from a B-1 zone to develop the parcel as a residential zone or R-1A district; and

WHEREAS, the Township Council hereby finds it necessary to refer this matter to the Planning Board for review and to report its findings to the Council in accordance with NJSA 40A:12A-7(f) ~~in accordance with~~ the provisions of the Local Redevelopment and Housing Law.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 2005, that the Township of Willingboro hereby directs the Planning Board to review the request of KC Builders and Developers to amend or revise the Redevelopment Plan as to Block 11.01, Lot 14 and to report its findings to Council in accordance with NJSA 40A:12A-7(f) of the Local Redevelopment and Housing Law..

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

Marie Annese, RMC
Township Clerk

Eddie Campbell, Jr., Mayor

RESOLUTION NO. 2005 - _____

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

Review the PROPOSED Plan of KC Builders and Developers.

WHEREAS, the Township's designated Redevelopment area includes Block 11.01, Lot 14 located at 36 Rose Street according to Ordinance 2003-_____ ; and

of the

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

requested to amend the Township Council,

WHEREAS, the Willingboro Township Planning Board has reviewed their application for amendment to the Zoning ordinance from B-1 Zone to an RI-A zone and reported to Township Council its findings with no recommendation; and

WHEREAS, the Township Council has reviewed the report of the Planning Board and the proposal of KC Builders and Developers; and

WHEREAS, the Township Council hereby refers the KC Builders and Developers application to the planning board and directs the planning board to prepare an amendment or revision to the redevelopment plan for the designated redevelopment area, pursuant to N.J.S.A. 40A:12A-7(f); and

if necessary to refer this matter to the Planning Board

WHEREAS, after completing the amendment to redevelopment plan, the planning board shall transmit the proposed amendment to the Township Council for adoption, in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of March, 2005, that the Township of Willingboro hereby directs that the planning board prepare an amendment or revision to the redevelopment plan for Block 11.01 and Lot 14 in the redevelopment area, subject to and provided said amendments are made in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

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

Marie Annese, RMC
Township Clerk

with NJ.S.A. 40A:12A-1 of the
Eddie Campbell, Jr., Mayor

to review the request of KC Builders and Developers to amend or revise the Redevelopment Plan as to Block 11.01 and Lot 14 and report its findings to Council.

for review and to report its findings to the Council pursuant to NJSA 40A:12A-7(f);