


**RESOLUTION NO. 2005 - 5**

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS TOWNSHIP BOARDS**


WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005, that the attached lists represent the Council appointments to the various Township Boards and/or Commissions.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the appointees and to the Chairpersons of their respective Boards, for their information and attention.

  
Eddie Campbell Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

## Council Appointments for 2005

### Constable – 1 Year Term

James Gray

Re 1/1/05 – 12/31/05

### Health & Services – 1 Year Term

Dorothy Collins

1/01/05 - 12/31-05

Jana Lang

1/01/05 - 12/31/05

Brenda Carey

1/01/05 – 12/31/05

Parthenia Cogdell

1/01/05 – 12/31/05

Lydia Morales

1/01/05 – 12/31/05

Emery Troy, Dooley House, Inc.

1/01/05 – 12/31/05

Laurie Valentin, Health & Safety  
Services, American Red Cross

1/01/05 – 12/31/05

Arthur Dion, AIDS Coalition of  
Southern New Jersey

1/01/05 – 12/31/05

Barbara Wellos, Delta Sorority

1/01/05 – 12/31/05

Sheila Williamson-Carson

American Cancer Society

1/01/05 – 12/31/05

Council Liaison, Jeffrey E. Ramsey

### Heritage (Local History) Commission formerly Historical Society – 3 Year Term

Mary Ellen Flynn

Re 1/1/05 – 12/31/07

Karen Abdul-Malik

Re 1/1/05 – 12/31/07

William McGrath

12/31/05

Dr. Gloria Dickinson

12/31/05

Ronald Dash

12/31/05

Clyde Zarkos

12/31/06

Jerry Zarkos

12/31/06

Betty Gernant

12/31/06

and

Dr. Gloria Harper Dickinson

1/01/05 – 12/31/07

Harry McFarland

1/01/05 – 12/31/07

Freddie George

1/01/05 – 12/31/07

W. R. James

1/01/05 – 12/31/07

Clement Price

1/01/05 – 12/31/07

Robert House

1/01/05 – 12/31/05

Louise Callaway

1/01/05 – 12/31/07

Dr. Efiog Utuk

1/01/05 – 12/31/07

Viola Scott

1/01/05 – 12/31/07

Council Liaison – Jeffrey E. Ramsey

Council Appointments for 2005 cont'd.

**Human Relations Commission (6 Council & 6 Manager – 3 Year Term and 1 rep from Council, Police Dept. & Board of Ed).**

Anna Robinson 12/31/05  
Addie Hatten 12/31/05  
Dr. Cleophus Robinson 12/31/05  
**Ken J. Gordon, Jr. Appt. 1/01/05 to fill unexpired term - 12/31/06**  
Vacancy 12/31/06  
Maxine Peterson 12/31/06  
Council Liaison, Eddie Campbell, Jr.

**Municipal Alliance – 6 Citizen Members and Member Town Council, Township Manager (or rep.), Police Dept. Rep. by Public Safety Director, Supt. of Schools (or rep.), Member Willingboro Clergy Assoc.  
2 Year Term except 1 Year first Appointment**

**Ida Peace Re. 1/1/05 - 12/31/06**  
**Eleanor Johnson Re. 1/1/05 – 12/31/06**  
**Theresa Owens Re. 1/1/05 – 12/31/06**  
**Jessie Green Appt. 1/1/05 to fill unexpired term - 12/31/06**  
Eured Snell 12/31/05  
Josephine Jenkins 12/31/05

**Rev. Edwin Ellis, Emeritus Member**  
Council Liaison Paul L. Stephenson  
Manager's Rep. Kendall Brunson  
School Board Rep.  
Police Dept. Rep. Officer Rodriguez

**Planning Board – 4 Citizen Members – 4 Year Term  
2 Alternates – 2 Year Term after initial 1 Year**

**Dorothy Collins Appt. 1/01/05 – 12/31/08**  
Kenneth Garrett 12/31/05  
Connie House 12/31/06  
Linda Bolden 12/31/07  
**Alt 1 Ida Peace 1/01/05 - 12/31/06**  
Alt 2 Vacancy 12/31/05



Council Appointments for 2005 cont'd.

Committee on Veteran's Affairs – 1 Year Term cont'd.

**Nate Holloway** Re. 1/01/05 – 12/31/05

**Claude Anderson** Re. 1/01/05 – 12/31/05

**Liaison to Mayor – Ron Dash**

Zoning Board of Adjustments – 7 Citizen Members 4 Year Term

**Leon Davis** Re. 1/1/05 - 12/31/08

**Thomas Floyd** Re. 1/1/05 – 12/31/08

Lorenzo Foster 12/31/05

Robert Griech 12/31/06

Wilma Stephenson 12/31/06

Edward McFadden 12/31/07

Lizzie Morris 12/31/07

**Alt. 1 Lavonne B. Johnson** 12/31/06 (Alt 2 year appt. after 1 & 2 yrs respectively)

**Alt. 2 Thelma Allen** 12/31/05

RESOLUTION NO. 2005 - 6

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF THE TOWNSHIP COUNCIL MEMBERS TO SERVE AS LIAISONS ON TOWNSHIP BOARDS**

WHEREAS, all members of Township Council are ex-officio members of all Township Boards, plus specific liaison members of Boards; and

WHEREAS, Township Council is empowered to appoint its members to various positions on official boards and offices in the Township;

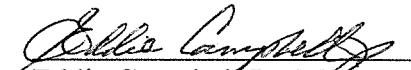
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005, that the following Council members are appointed to the following positions for the year 2005:

Class III Member, Planning Board	JEFFREY E. RAMSEY
Advisory Board, Shelter for Abused Women	JEFFREY E. RAMSEY
Environmental Commission Liaison	JACQUELINE JENNINGS
Health and Services	JEFFREY E. RAMSEY
Heritage (Local History)	JEFFREY E. RAMSEY
Human Relations Commission Liaison	EDDIE CAMPBELL, JR.
Local Assistance Board Liaison	JAMES E. AYRER
Municipal Alliance	PAUL L. STEPHENSON
Public Communications Committee	JAMES E. AYRER
Youth Achievement Committee	JACQUELINE JENNINGS
N.J. Motion Picture TV Council	PAUL L. STEPHENSON

Attest:



Marie Annese, RMC  
Township Clerk

  
Eddie Campbell Jr., Mayor

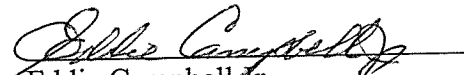
Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

**RESOLUTION NO. 2005 - 7**  
**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP**  
**OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND**  
**PLACES OF THE TOWNSHIP COUNCIL MEETINGS.**


WHEREAS, the Open Public Meetings Act requires Township Council to adopt a Resolution establishing dates, times and places for their meetings and to give notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization Session, this 1<sup>st</sup> day of January, 2005, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

BE IT FURTHER RESOLVED, that the Township Clerk give notice pursuant to the Open Public Meetings Act.

  
 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	✓			

## COUNCIL MEETINGS - 2005

THE **SECOND TUESDAY OF EACH MONTH** (except where indicated) AT 7:00 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL. SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL **THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION.** TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS A MONTH WITH THE EXCEPTION OF JULY AND AUGUST WHICH IS TWO MEETINGS A MONTH.

### TENTATIVE MEETING DATES – 2005 and Budget Meetings

JANUARY	1st (Reorganization) 4, 11 and 25 (Budget Mon. 24 and 31)
FEBRUARY	1, 8 and 22 (Budget Mon. 7, 14 <sup>th</sup> 6:30 to 8 PM and 28 <sup>th</sup> )
MARCH	1, 8 and 22
APRIL	5, 12 and 26 (19 <sup>th</sup> School Board. Election)
MAY	3, 10 and 24
JUNE	8 (Wednesday), 14 and 28 (June 7 <sup>th</sup> Primary Election)
JULY	12 and 26
AUGUST	9 and 23
SEPTEMBER	6, 13 and 27
OCTOBER	4, 11 and 25
NOVEMBER	1, 9 (Wednesday), and 22 (November 8 <sup>th</sup> Election Day and November 15-18 League Days)
DECEMBER	6, 13 and 27



RESOLUTION NO. 2005 - 8

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING PROCEDURES ON THE FILING, DEFENSE AND SETTLEMENT OF TAX APPEALS**

WHEREAS, statutory provision exists for review and correction of errors prior to certification of an assessment list; and

WHEREAS, provisions also allow for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, responsibility for maintenance of the assessment list rests with the local assessor subject to applicable laws and regulations; and

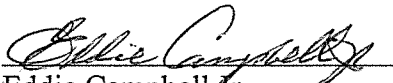
WHEREAS, there are other appeals that may be filed with the Burlington County Board of Taxation or the New Jersey Tax Court on behalf of the Township of Willingboro or in which the Township of Willingboro has an interest;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005, that the Willingboro Township Assessor, in fulfillment of his duties and the requirements of his office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and


BE IT FURTHER RESOLVED, that the Assessor and the Solicitor of the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and they are each authorized to execute stipulations or settlements on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution accompany any appeal filed by the Assessor with the Burlington County Board of Taxation; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the Assessor and the solicitor of the Township of Willingboro and to the Burlington County Board of Taxation for their information and attention.

  
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	✓			

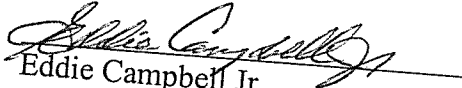
RESOLUTION NO. 2005 -9

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO APPOINTING A COMMISSIONER AND SPECIAL COMMISSIONER WITH REGARD TO THE MUNICIPAL JOINT INSURANCE FUND**


WHEREAS, Willingboro Township is a member of the Professional Municipal Management Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, N.J.S.A. 40:10-36 et seq. provides for the appointment and term of an Insurance Fund Commissioner:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganization session this 1st day of January, 2005, that Denise Rose is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro and Councilman James E. Ayrer as Special Commissioner for a term expiring December 31, 2005.

  
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	✓			

**Professional Municipal Management Joint Insurance Fund**

Park 80 West, Plaza One

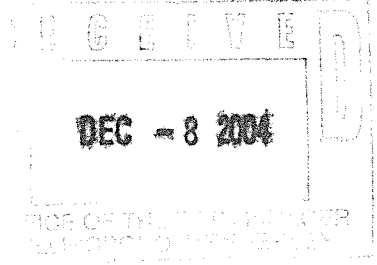
Saddle Brook, N.J. 07663

Telephone (201) 587-0555 Fax (201) 587-8662

*To: Marie  
for Jan 1, 2005  
Mary*

December 6, 2004

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



*J. Ayres*

RE: SPECIAL COMMISSIONER APPOINTMENT

Dear Denise:

Bylaws of the Professional Municipal Management Joint Insurance Fund require the Fund appoint a Special Commissioner in the event the total number of participating municipalities is an even number. The appointment, if appropriate, is made on a rotating basis alphabetically and is designed to avoid tying votes in Fund Elections.

Because the Fund's total enrollment of 4 is an even number, the Township of Willingboro is entitled to appoint this Special Commissioner. The privilege remains with your municipality for the remainder of the 2005 Fund Year, regardless of whether the membership should change.

Accordingly, we would appreciate your advising us of your appointment as soon as possible. Your Special Commissioner must be either an elected official or a municipal employee and is in addition to your present Fund Commissioner.

Thank you for your cooperation in this matter. If we can be of assistance, please advise.

Yours truly,  
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

*John Whitley*

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

cc: William Kearns, Esq., Fund Attorney

RESOLUTION NO. 2005 – 10

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF THE SCHEDULE OF PROFESSIONAL REVIEW FEES.**

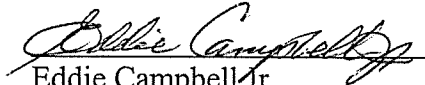
WHEREAS, Willingboro Township Council on May 20, 1974, did adopt Resolution No. 51, which established a schedule for professional fees in accordance with Section 20-5.5(d) of the Revised General Ordinances of the Township of Willingboro; and

WHEREAS, Willingboro Township Council on March 21, 1977, did adopt Resolution No. 33, which established a schedule for professional review for the Planning Board and Zoning Board of Adjustment; and


WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2005:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 1st day of January, 2005, that the attached fee schedule is hereby established for professional fees:

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Planning Board, Zoning Board of Adjustment and any other municipal authorities for their information, attention and compliance.

  
Eddie Campbell Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

# Remington, Vernick & Arango Engineers

## 2005 New Jersey Billing Schedule

FACILITIES ENGINEERING		RATE
Facilities Department Head	\$	145
Project Engineer	\$	135
Senior Design Engineer	\$	125
Design Engineer II	\$	120
Design Engineer I	\$	98
Engineering Aide	\$	70
TRANSPORTATION/BRIDGES		RATE
Transp/Bridge Dept. Head	\$	145
Project Engineer	\$	135
Senior Design Engineer	\$	125
Design Engineer II	\$	120
Design Engineer I	\$	98
Engineering Aide	\$	70
CONSTRUCTION MANAGEMENT		RATE
OBSERVATION DEPARTMENT		RATE
Constr. Mgmt. & Obs. Dept. Head	\$	125
Construction Management		
Project Manager	\$	107
Construction Manager	\$	102
Project Scheduler	\$	98
Project Coordinator	\$	95
Field Manager	\$	95
<b>Observation Personnel:</b>		
Observer Supervisor Nicet IV	\$	107
Observer Nicet Level II/III	\$	103
Contract Administrator	\$	98
Observer Nicet Level I	\$	98
Observation Aide	\$	70
LANDSCAPE ARCHITECTURE		RATE
PLANNING DEPARTMENT		RATE
Landscape Arch/Planner Dept. Hd.	\$	135
Project Engineer	\$	125
Senior Planner	\$	120
Planner	\$	100
Senior Landscape Architect	\$	120
Landscape Architect/Planner	\$	100
MUNICIPAL DEPARTMENT		RATE
Municipal Services Department Head	\$	145
Project Engineer	\$	135
Senior Design Engineer	\$	125
Design Engineer II	\$	120
Design Engineer I	\$	98
Engineering Aide	\$	70

SURVEY DEPARTMENT		RATE
<b>Field Personnel:</b>		
Surveyor	\$	88
Party Chief	\$	90
Transitperson	\$	85
Rod Person	\$	70
<b>Office Personnel:</b>		
Survey Department Head	\$	115
Survey Project Manager	\$	100
Survey Designer	\$	85
ENVIRONMENTAL DEPARTMENT		RATE
Environmental Department Head	\$	145
Environmental Project Manager	\$	135
Sr. Project Environmental Engineer	\$	125
Geologist, Senior	\$	125
Geologist	\$	115
Project Environmental Engineer	\$	110
Sr. Environmental Engineer	\$	105
Environmental Engineer	\$	98
Environmental Aide	\$	70
DRAFTING DEPARTMENT		RATE
Drafting/Cadd Department Head	\$	115
Senior Design Draftsperson	\$	98
Cartographer	\$	87
Design Draftsperson	\$	87
Drafting Aide	\$	70
ADMINISTRATIVE		RATE
Principal	\$	150
Regional Manager	\$	145
Administrative Manager	\$	90
Administrative Assistant	\$	47
Mileage @ .42 cents per mile	\$	0.42

**REMINGTON, VERNICK & ARANGO ENGINEERS  
DOES NOT CHARGE NIGHT COUNCIL/COMMISSION MEETINGS**

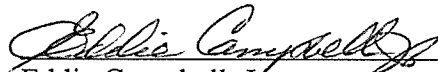
**RESOLUTION NO. 2005 - 11**

**A RESOLUTION REQUIRING THE ADOPTION OF  
A CASH MANAGEMENT PLAN**


WHEREAS, N.J.S.A. 40A:5-14 requires that Municipalities adopt a  
Cash Management Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in public session this 1st day of January, 2005,  
that the Township Council has entered into a Cash Management Plan, as per the  
attached, to comply with the requirements of N.J.S.A. 40A:5-14;

BE IT FURTHER RESOLVED, that a copy of this resolution be  
provided to the Treasurer and Auditor for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

**CASH MANAGEMENT PLAN OF THE TOWNSHIP OF WILLINGBORO  
IN THE COUNTY OF BURLINGTON, NEW JERSEY**

**I. STATEMENT OF PURPOSE.**

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. The Cash Management Plan is available for audit.

**II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.**

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township:

Current Account, Capital Account, Trust Other Account, Tax Redemption Trust Account, Payroll Account, Agency Account and Public Assistance Account.

- B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township, specifically:

N/A

**III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.**

The Chief Financial Officer of the Township is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

**IV. DESIGNATION OF DEPOSITORIES.**

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which, are not otherwise invested in Permitted Investments as provided for in this Plan:

Banks and financial institutions - as stipulated in the reorganization resolution.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the Township referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
  - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
  - (b) the custody of collateral is transferred to a third party;
  - (c) the maturity of the agreement is not more than 30 days;
  - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and



- (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
  - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
  - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows: None.

#### **VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.**

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the or by a third party custodian prior to or upon the release of the Is funds.

To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

#### **VIII. REPORTING REOUIREMENTS.**

On the first Council meeting of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Township a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

#### **IX. TERM OF PLAN.**

This plan shall be in effect until amended by the governing body. Attached to this Plan is a resolution of the governing body of the Township approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to

supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION NO. 2005 - 12

A RESOLUTION PERMITTING THE AUTHORIZATION OF PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

WHEREAS, the provisions of N.J.S.A 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment in advance to officers and employees of the local unit toward their expenses for authorized official travel; and

WHEREAS, any such resolution shall provide for the verification and adjustment of such expenses and advances and the repayment of any excess advanced, by means of a detailed bill of items or demand; and

WHEREAS, the Willingboro Township travel expense report, certified by the Department Head and approved by the Township Manager, shall be submitted within (10) days after the completion of the travel for which an advance was made;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005, that this resolution covers all such expenditures from the 2005 budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Department Heads and the Township Finance Director for their information and attention.

Eddie Campbell Jr.
Eddie Campbell Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Table with 5 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Ayer, Councilwoman Jennings, Councilman Stephenson, Deputy Mayor Ramsey, and Mayor Campbell, all with checkmarks in the Yes column.

**RESOLUTION NO. 2005 – 13**  
**ESTABLISHMENT OF THE NJ ARAB HERITAGE COMMISSION**

WHEREAS, the Commission on Civil Rights is charged under the law with consulting with and advising the Attorney General with respect to the work of the Division on Civil Rights surveying and studying the operations of the Division, and reporting to the Governor and the Legislature with respect to such matters relating to the work of the Division and at such times as it may deem in the public interest; and


WHEREAS, the Commission on Civil Rights is empowered to make recommendations to the Governor that will mandate the civil and human rights of all of New Jersey's citizens and advocate harmonious relationships among all racial, ethnic and religious groups throughout the State; and

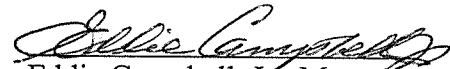
WHEREAS, the New Jersey Chapter of the Arab Anti-Discrimination Committee (ADC NJ) and the Council on American Islamic Affairs (CAIR) have embarked on a collaborative effort to combat racial and religious discrimination and other acts of bigotry against the Arab and Muslim communities in New Jersey and to ensure that the rights of all of New Jersey's citizens are protected in order to advance the positive social and cultural values of the Arab and Muslim communities and their contributions to living in a society that promotes freedom and social justice; and

WHEREAS, the Commission on Civil Rights has joined ACD NJ and CAIR in their efforts to understand, value, recognize and appreciate the accomplishments of Arabs and Muslims in New Jersey with pride and honor by establishing an Arab Heritage Commission in New Jersey with the support and cooperation of the Governor for the State of New Jersey.

NOW, THEREFOR, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of January, 2005, that the Township Council members respectfully request that the Governor supports and establishes the New Jersey Arab Heritage Commission through the Department of Education in order to enhance and facilitate the goals and objectives of the Arab and Muslim communities, with the authority and jurisdiction to educate the general public and provide information on their proud and distinguished histories, and to gain continuous support in their struggle to eliminate prejudice, discrimination and bigotry in New Jersey.

Attest:

  
Marie Annese, RMC  
Township Clerk

  
Eddie Campbell, Jr., Mayor

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



Do For  
11/10/04

*Handwritten signature*

RICHARD J. CODEY  
Acting Governor

**State of New Jersey**  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
TRENTON, NJ 08625-0089

PETER C. HARVEY  
Attorney General

J. FRANK VESPA-PAPALEO, ESQ.  
Director

DEC 16 2004

December 13, 2004

ADDRESS REPLY TO:

**Re: Resolution Supporting Establishment of Arab Heritage Commission**

Dear Friend of Civil and Human Rights:

In our recent mailing to your agency asking for your support and distribution of the two resolutions in supporting the rights of our immigrant neighbors and the establishment of the NJ Arab Heritage Commission, the resolution regarding the Arab Heritage Commission was inadvertently omitted. Therefore, we have enclosed the resolution for review and consideration for adoption at your next scheduled meeting.

Thank you for your cooperation in this matter. I sincerely apologize for any inconvenience or confusion this oversight may have caused your agency.

Very truly yours,

*Philip E. Freeman*

Philip E. Freeman  
Assistant Director

- Bureau of Policy  
P.O. Box 089  
Trenton, NJ 08625-0089  
609-984-7091
- Bureau of Prevention & Community Relations  
P.O. Box 089  
Trenton, NJ 08625-0089  
609-292-2918
- Bureau of Enforcement  
Trenton Office  
PO Box 090  
Trenton, NJ 08625-0090  
609-292-4605
- Atlantic City Office  
26 S. Pennsylvania Ave. 3rd Fl.  
Atlantic City, NJ 08401  
609-441-3100
- Camden Office  
One Port Center  
2 Riverside Drive  
Suite 402  
Camden, NJ 08103  
856-614-2550
- Newark Office  
P.O. Box 46001  
Newark, NJ 07102  
973-648-2700
- Paterson Office  
100 Hamilton Plaza, 8<sup>th</sup> Fl.  
Paterson, NJ 07505-2109  
973-977-4500



# NJ COMMISSION ON CIVIL RIGHTS

## RESOLUTION NUMBER #1

### ESTABLISHMENT OF THE NJ ARAB HERITAGE COMMISSION

**WHEREAS**, the Commission in Civil Rights is charged under the law with consulting with and advising the Attorney General with respect to the work of the Division on Civil Rights, surveying and studying the operations of the Division, and reporting to the Governor and the Legislature with respect to such matters relating to the work of the Division and at such times as it may deem in the public interest; and

**WHEREAS**, the Commission on Civil Rights is empowered to make recommendations to the Governor that will mandate the civil and human rights of all of New Jersey's citizens and advocate harmonious relationships among all racial, ethnic, and religious groups throughout the State; and

**WHEREAS**, the New Jersey Chapter of the Arab Anti-Discrimination Committee ( ADC NJ) and the Council on American Islamic Affairs (CAIR) have embarked on a collaborative effort to combat racial and religious discrimination and other acts of bigotry against the Arab and Muslim communities in New Jersey and to ensure that the rights of all of New Jersey's citizens are protected in order to advance the positive social and cultural values of the Arab and Muslim communities and their contributions to living in a society that promotes freedom and social justice; and

**WHEREAS**, the Commission on Civil Rights has joined ADC NJ and CAIR in their efforts to understand, value, recognize, and appreciate the accomplishments of Arabs and Muslims in New Jersey with pride and honor by establishing an Arab Heritage Commission in New Jersey with the support and cooperation of the Governor for the State of New Jersey;

**NOW, THEREFORE, BE IT RESOLVED** on this date, October 13, 2004, by the New Jersey Commission on Civil Rights, that the Commission members respectfully request that the Governor supports and establishes the New Jersey Arab Heritage Commission through the Department of Education in order to enhance and facilitate the goals and objectives of the Arab and Muslim Communities, with the authority and jurisdiction to educate the general public and provide information on their proud and distinguished histories, and to gain continuous support in their struggle to eliminate prejudice, discrimination, and bigotry in New Jersey.

Resolution

14

field



**RESOLUTION NO. 2005 – 15**

WHEREAS, Senate Bill S-1023 and Assembly Bill A-1835 have been introduced for the purpose, in part, requiring the State to reimburse municipalities for the reimbursement and payment of property taxes that disabled veterans are exempt from payment of; and

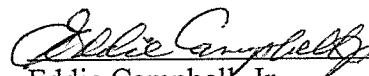
WHEREAS, the bills also require that the Governing Body of each municipality to return all taxes collected on the veteran's property after the effective date of the determination of total disability from the United States Department of Veterans Affairs, and requires the State to reimburse municipalities for the amount of such property taxes returned to a totally disabled veteran pursuant to the requirements of the bill; and

WHEREAS, the Governing Body of the Township of Willingboro recognize the bravery of the men and women of our armed services and pay homage to them for their service to our Country at a great sacrifice to their health and welfare that they gave so valiantly for the Freedom that we all experience and enjoy today; and

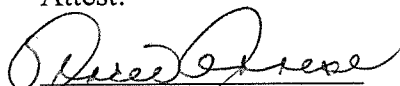
WHEREAS, the exemption of property tax for the 100% disabled veterans while justified, it does possess a burden to the municipalities and seriously impacts the citizens of the Township of Willingboro who would have to bear the burden of this exemption without the reimbursement from the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, that they do hereby strongly support the passage of Senate Bill S-1023 and Assembly Bill A-1835 for the reasons set forth herein and urges all municipalities of the State to resolve to support passage of said legislation.

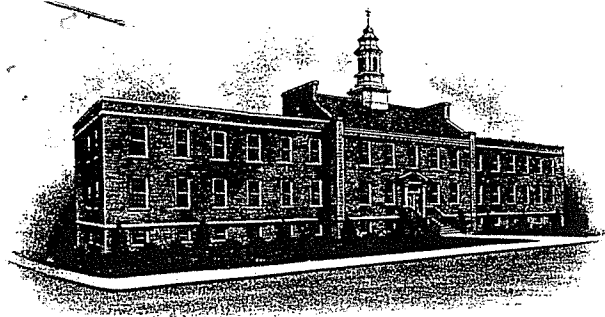
BE IT FURTHER RESOLVED by the Mayor and Council of the Township of Willingboro that the Municipal Clerk forward a copy of this resolution to Acting Governor Codey, all State Senators and Assemblypersons and all Municipalities.

  
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	✓			



# The Borough of Sayreville

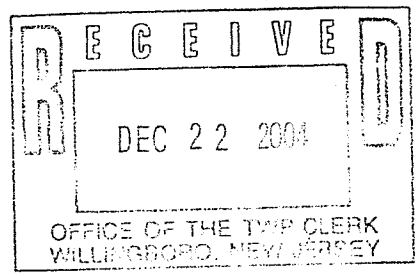
MUNICIPAL CLERK'S OFFICE

*Account of Sayreville*

167 MAIN STREET

SAYREVILLE, NEW JERSEY 08872

(732) 390-7022 • (732) 390-7023 • FAX (732) 390-0509



## MEMORANDUM

**TO:** HONORABLE RICHARD J. CODEY, ACTING GOVERNOR  
 HONORABLE JOSEPH VITALE, SENATOR  
 HONORABLE JOHN S. WISNIEWSKI, ASSEMBLYMAN – 19<sup>TH</sup> DISTRICT  
 HONORABLE JOSEPH VAS, ASSEMBLYMAN – 19<sup>TH</sup> DISTRICT  
 ALL MUNICIPAL CLERKS, STATE OF NEW JERSEY

**FROM:** THERESA A. FARBANIEC, R.M.C.  
 MUNICIPAL CLERK *(Signature)*

**DATE:** DECEMBER 17, 2004

**RE:** RESOLUTION SUPPORTING SENATE BILL S-1023 &  
 ASSEMBLY BILL A-1835

Enclosed please find a certified copy of a resolution adopted by the Mayor and Borough Council at their Regular Meeting that was held on December 13, 2004. The resolution supports Senate Bill S-1023 and Assembly Bill A-1835 which requires the state to reimburse municipalities for the reimbursement and payment of property taxes that disabled veterans are exempt from payment of.

TAF/js

*Succeed in Sayreville*

Sayreville is an Equal Opportunity Employer

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

Resolution #2004-351

**WHEREAS**, Senate Bill S-1023 and Assembly Bill A-1835 have been introduced for the purpose, in part, requiring the State to reimburse municipalities for the reimbursement and payment of property taxes that disabled veterans are exempt from payment of; and

**WHEREAS**, the bills also require that the Governing Body of each municipality to return all taxes collected on the veteran's property after the effective date of the determination of total disability from the United States Department of Veterans Affairs, and requires the State to reimburse municipalities for the amount of such property taxes returned to a totally disabled veteran pursuant to the requirements of the bill;

**WHEREAS**, the Governing Body of the Borough of Sayreville recognize the bravery of the men and women of our armed services and pay homage to them for their service to our Country at a great sacrifice to their health and welfare that they gave so valiantly for the Freedom that we all experience and enjoy today; and

**WHEREAS**, the exemption of the property tax for the 100% disabled veterans while justified, it does possess a burden to the municipalities and seriously impacts the citizens of the Borough who would have to bear the burden of this exemption without the reimbursement from the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sayreville, County of Middlesex and State of New Jersey, do hereby strongly support the passage of Senate Bill S-1023 and Assembly Bill A-1835 for the reasons set forth herein and urges all municipalities of the State to resolve to support passage of said legislation.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Sayreville that the Municipal Clerk forward a copy of this resolution to Acting Governor Codey, all State Senators and Assemblypersons, and all Municipalities in the State of New Jersey.

/s/ Dennis Grobelny  
Councilman Dennis Grobelny

APPROVED:

/s/ Kennedy O'Brien  
Kennedy O'Brien, Mayor

I, Theresa A. Farbaniec, Municipal Clerk of the Borough of Sayreville do hereby certify that the foregoing is a true copy of a Resolution adopted at the regular meeting of the Mayor and Borough Council held on the 13th day of December, 2004.

Theresa A. Farbaniec

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYS	ABSTAIN	ABSENT
ORVAL	✓			
GROBELNY	✓			
BAKRANSKY	✓			
MARCIN ZYK	✓			
MELILLO	✓			
POLLANDO				✓

✓

**RESOLUTION NO. 2005 - 16**  
**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 1/4, 2005, that an Executive Session closed to the public shall be held on 1/4, 2005, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

# Resolution Number 2005-17

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 2004 BASE SALARIES OF CERTAIN POSITIONS.**

**WHEREAS**, the Township Council of the Township of Willingboro, did adopt Ordinance 6-1998 that amended Ordinance 3-1997, which established classifications, ranges and pay grades; and

**WHEREAS**, Ordinance 2-1999 established salary ranges for executive employees; and

**WHEREAS**, Ordinance 3-1999 established salary ranges for certain other positions; and

**WHEREAS**, Ordinance 3-1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution:

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in open session this 11<sup>th</sup> day of January, 2005 that the following 2004 base salaries for Executive and Other Positions effective January 1, 2004 are hereby established:

Mayor	\$10,900
Township Council Member	\$ 9,900
Township Manager	\$95,900
Director of Public Safety	\$101,000
Superintendent of Public Works and Recreation	\$79,267
Director of Finance	\$79,267
Director of Code Enforcement	\$73,545
Fire Chief	\$75,600
Township Solicitor	\$75,263
Executive Director Senior Program	\$67,000
Assistant Director of Public Works	\$74,000
Fire Captain	\$64,364
Township Clerk	\$55,000
Confidential Aide	\$65,486
Municipal Court Judge	\$39,344
Prosecutor	\$32,923
Township Assessor	\$35,444
Deputy Assessor	\$33,500
Public Defender	\$14,490
Assistant Prosecutor	\$ 3,325
Conflict Public Defender	\$ 600 session
Library Solicitor	\$ 3,325

**BE IT RESOLVED**, that the rate for legal fees shall be set at \$125.00 per hour, and effective January 1, 2005 the rate for legal fees shall be set at \$150.00 per hour.

For full-time executive employees hired on or after January 1, 1985, the payment by the Township for accumulated sick leave upon termination shall not exceed \$15,000.

Effective January 1, 2005 for an eligible executive employee who retires from the township department after completing 25 years of full-time service with the Township of Willingboro, in accordance with the guidelines set forth by the New Jersey Division of Pensions shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed \$4,000. An employee may continue his or her coverage through the township's health benefit plan. An employee may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to exceed \$2,500 annually. If an employee drops his or her township coverage he or she may not return at any time to the township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

Effective January 1, 2005 the amount of payment for waiving of medical insurance coverage shall not exceed \$3,000 or 50 percent (which ever is less) of the premium for the waived insurance coverage.


Effective January 1, 2005 the Township shall match the deferred compensation contribution of eligible executive employees at the rate not to exceed of \$35.00 per pay period.

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

ATTESTED

  
Eddie Campbell, Jr.

Mayor

  
Marie Annesse, Township Clerk

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

**RESOLUTION NO. 2005 – 18  
A RESOLUTION TO CANCEL TAXES**

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

<b>Year</b>	<b>Block/Lot</b>	<b>Assessed To</b>	<b>Amount</b>
2004	501 / 46 C200	Paragon Uniforms	\$2,236.17
2004	701 / 25	Township of Willingboro	\$ 261.64
2004	701 / 26	Township of Willingboro	\$ 261.64
2004	1114 / 24	Township of Willingboro	\$ 156.79
2004	1114 / 25	Township of Willingboro	\$ 783.98

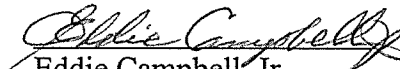
WHEREAS, the above properties were acquired by Willingboro Township during the year of 2004 or prior; and

WHEREAS, property owned by Willingboro Township is tax exempt; and


WHEREAS, NJSA 54:4-99 and 100 allows for the governing body of a municipality to cancel taxes that are illegal assessments.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of January, 2005, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to NJSA 54:4-99 and 100.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

RESOLUTION TO CANCEL TAXES

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

Year	Block/Lot	Assessed to:	Amount
2004	501/46 C200	Paragon Uniforms	2,236.17
2004	701/25	Township of Willingboro	261.64
2004	701/26	Township of Willingboro	261.64
2004	1114/24	Township of Willingboro	156.79
2004	1114/25	Township of Willingboro	783.98

AND WHEREAS, the above properties were acquired by Willingboro Township during the year of 2004 or prior;

AND WHEREAS, property owned by Willingboro is tax exempt.

AND WHEREAS, 54:4-99 and 100 allows for the governing body of a municipality to cancel taxes that are illegal assessments.

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

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



**RESOLUTION NO. 2005 – 19**


**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 Veteran and Disable Deduction; and

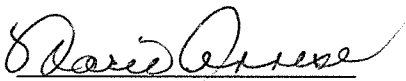
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of January, 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	✓			

CHANCELLOR TITLE AGENCY, INC. BECKER FARM TITLE AGENCY 353 C. ROUTE 46 WEST SUITE 211 FAIRFIELD, N.J. 07006 BLOCK 1016 LOT 4 206 NORTHAMPTON DRIVE OVERPAYMENT TAXES	\$952.21
EXPRESS FINANCIAL SERVICES 51 HADDONFIELD ROAD SUITE 330 CHERRY HILL, N.J. 08002 BLOCK 208 LOT 32 31 BUTTERCUP LANE OVERPAYMENT TAXES	831.48
COUNTRYWIDE 1757 TAPO CANYONE ROAD SIMI VALLEY, CA 93063 BLOCK 114 LOT 16 46 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	953.53
CALVIN E. HART 8 BANCROFT LANE WILLINGBORO, N.J. 08046 BLOCK 245 LOT 3 8 BANCROFT LANE VETERAN DEDUCTION	250.00
MAURICE PENDLETON, JR. 6 MARBORO LANE WILLINGBORO, N.J. 08046 BLOCK 536 LOT 3 6 MARBORO LANE VETERAN & DISABLE DEDUCTION	500.00
GILBERT BLOUNT 40 MIDDLETON LANE WILLINGBORO, N.J. 08046 BLOCK 541 LOT 9 40 MIDDLETON LANE VETERAN DEDUCTION	250.00

CARLOS E. WARD  
35 HARGROVE LANE  
WILLINGBORO, N.J. 08046  
BLOCK 613  
LOT 20  
35 HARGROVE LANE  
VETERAN DEDUCTION

250.00

WILLINGBORO TAX ASSESSOR

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Bill Tantum  
Tax Assessor

609-877-2200  
ext. 6212  
ext. 6300

Karen McMahon  
Deputy Tax Assessor

Stacey Wallace  
Clerk

**MEMORANDUM**

**To:** Joanne Diggs, Tax Collector  
**From:** Karen E McMahon, Deputy Tax Assessor *KEM*  
**Date:** December 14, 2004  
**Re:** Canceling Taxes  
Block 634, Lot 4  
~~22 Helm Turn~~

.....  
The subject property received a duplicate added assessment this year for taxes years 2002 and 2003 of \$23,100. Please cancel the taxes. The property originally received this added last year.

Any questions please call me at extension 6212.

Thank you.

2002 - 846.62  
2003 - 911.76

Royce Cintron

RESOLUTION No. 2005- 29  
TOWNSHIP OF WILLINGBORO  
COUNTY OF BURLINGTON

**A Resolution authorizing a contract for Professional Services by Croxton Collaborative Architects, L.L.C., for the renovation of the Willingboro Municipal Building and for the partial renovation of the John F. Kennedy Community Center.**

WHEREAS, the Willingboro Township Council previously appointed Croxton Collaborative Architects, L.L.C. to complete a baseline architectural and engineering assessment of the Municipal Building and the existing Kennedy Center; and

WHEREAS, the Willingboro Township Council has received and reviewed the architectural and engineering assessment of the Municipal Building and the Kennedy Center; and

WHEREAS, the Willingboro Township Council has received and reviewed a strategic plan outlining the most cost effective upgrade and expansion of existing and future uses of the Willingboro Municipal Building and John F. Kennedy Center;

WHEREAS, the Willingboro Township Council has determined that there exists a need to upgrade and expand the existing and future uses of the Willingboro Municipal Building and the John F. Kennedy Community Center in the Township of Willingboro in the County of Burlington, State of New Jersey; and

WHEREAS, the Willingboro Township Council has determined that it is in the best interest of the Township to engage the services of an Croxton Collaborative Architects, L.L.C. for these two projects; and

WHEREAS, the services to be provided shall not exceed sum of \$397,925.00 for the Kennedy Center renovations and \$529,675.00 for the Willingboro Municipal Building, respectively; and

WHEREAS, the Finance Director has certified that funds in the maximum amount of the contract are \$397,925.00 for the Kennedy Center and \$529,675.00 for the Willingboro Municipal Building, respectively, are available; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for " Professional Services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township (Committee) (Council) of the Township of Willingboro, in the County of Burlington follows:

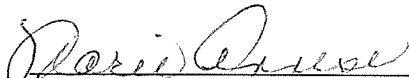
1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with Croxton Collaborative Architects, L.L.C., provided however that the agreements shall expire on completion.

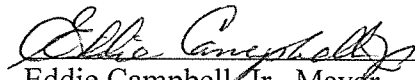
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

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

I hereby certify the foregoing to be a true copy of a resolution adopted by the Willingboro Township Council at a meeting held on February 8, 2005.

Attest:

  
Marie Annese, Municipal Clerk

  
Eddie Campbell, Jr., Mayor

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: 05/16/05  
Resolution Number: 2005-29

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.  
475 FIFTH AVENUE, 22ND FLOOR  
NEW YORK, NY 100177216

Contract: 04-00014 CROXTON MUN BLDG DESIGN/CONSTR

Account Number	Amount	Department
C-04-55-902-002-908	11,300.00	2002 GENERAL CAPITAL
Total	11,300.00	

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

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

Certification Of Availability of Funds  
-----

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

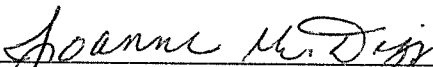
Resolution Date: 05/16/05  
Resolution Number: 2005-29

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.  
475 FIFTH AVENUE, 22ND FLOOR  
NEW YORK, NY 100177216

Contract: 04-00013 CROXTON KENNEDY CTR

Account Number	Amount	Department
C-04-55-902-002-905	44,675.00	2002 GENERAL CAPITAL
Total	44,675.00	

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

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



Certification Of Availability of Funds  
-----

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

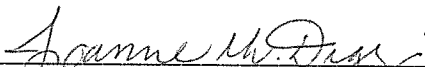
Resolution Date: 09/14/04  
Resolution Number: 2004-127

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.  
475 FIFTH AVENUE, 22ND FLOOR  
NEW YORK, NY 100177216

Contract: 04-00013 CROXTON KENNEDY CTR

Account Number	Amount	Department
C-04-55-902-002-905	353,250.00	2002 GENERAL CAPITAL
Total	353,250.00	

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

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

**RESOLUTION NO. 2004 - 127**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE**

WHEREAS, the need exists for architectural services for the Township of Willingboro; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of November, 2004, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for architectural services relative to the **partial renovation of the Kennedy Center**, primarily in the first floor of the "Classroom Wing", for both the temporary relocation of staff and facilities from the Willingboro Municipal Building, as well as the permanent renovation of this area in accordance with the attached agreement and for a total amount not to exceed \$353,250.00.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

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

Attest:

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

Certification Of Availability of Funds  
-----

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


Resolution Date: 09/14/04  
Resolution Number: 2004-126

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.  
475 FIFTH AVENUE, 22ND FLOOR  
NEW YORK, NY 100177216

Contract: 04-00014 CROXTON MUN BLDG DESIGN/CONSTR

Account Number	Amount	Department
C-04-55-902-002-908	518,375.00	2002 GENERAL CAPITAL
Total	518,375.00	

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

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

**RESOLUTION NO. 2004 - 126**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE**

WHEREAS, the need exists for architectural services for the Township of Willingboro; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of November, 2004, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for architectural services relative to the Design and Construction of the Municipal Complex, in accordance with the attached agreement and for a total amount not to exceed \$518,375.00.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

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

Attest:

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

**AGREEMENT BETWEEN  
TOWNSHIP OF WILLINGBORO AND ARCHITECT  
FOR PARTIAL RENOVATION OF KENNEDY CENTER**

**TABLE OF CONTENTS**

- I. SPECIAL CONDITIONS**
  - A. SCOPE OF WORK
  - B. PROJECT PARAMETERS
  - C. PROJECT TEAM
  - D. ARCHITECT COMPENSATION
  - E. INSURANCE REQUIREMENTS
  - F. SUBMISSIONS
  - G. CONSTRUCTION COST
- II. GENERAL CONDITIONS**

**ARTICLE NO.**

- 1 ARCHITECT'S SERVICES
- 2 THE TOWNSHIP OF WILLINGBORO'S RESPONSIBILITIES
- 3 ARCHITECT RESPONSIBILITIES
- 4 DIRECT SALARY COST
- 5 REIMBURSABLE EXPENSES
- 6 PAYMENT TO THE ARCHITECT
- 7 ARCHITECT'S ACCOUNTING RECORDS
- 8 TERMINATION OF AGREEMENT
- 9 OWNERSHIP OF DOCUMENTS
- 10 SUCCESSORS AND ASSIGNS
- 11 DIPUTES/CLAIMS/ARBITRATION/LITIGATION
- 12 EXTENT OF AGREEMENT
- 13 GOVERNING LAW
- 14 OTHER CONDITIONS OR SERVICES

**CONTRACT FOR ARCHITECT AND ENGINEER  
AGREEMENT BETWEEN  
TOWNSHIP OF WILLINGBORO AND ARCHITECT**

**THIS AGREEMENT** made this *5th* day of *March* in the year of  
Two Thousand Five

BETWEEN

the Township of Willingboro, acting for, and in the name and behalf of the Township of Willingboro and the Architect

and

**Croton Collaborative Architects, L.L.C.**, 475 Fifth Avenue, New York, NY 10017,  
Telephone Number 212 683-1998, Fax Number 212-683-2799

**For the following Project: Partial renovation of Kennedy Center, Willingboro, NJ**  
Architectural and Engineering Services for the partial renovation of the existing Kennedy Center Building, primarily in the first floor of the "Classroom Wing", for both the temporary relocation of staff and facilities from the Willingboro Municipal Building, as well as the permanent renovation of this area .

**The Township of Willingboro and the Architect' agree to the requirements as set forth below and as further detailed in the attached Terms and Conditions of Agreement Between Township of Willingboro ("Township" or "Owner") and Architect ("Croton Collaborative Architects, P.C." or "CCA").**

## **SPECIAL CONDITIONS**

### **A. SCOPE OF WORK**

#### **Scope of work generally includes the following work:**

In the first floor of the Classroom Wing: supplemental electrical service; new sprinkler system with stand-alone equipment for this area; new perimeter radiation; new interior doors & hardware; upgrade of existing west wing bathrooms; new lighting fixtures & controls in corridors and classrooms and other areas if required; painting of all interior walls; new acoustic tile hung ceiling; new resilient flooring and wall base; selective demolition, new AC system with required distribution and controls from Rooftop AC units. System may reuse existing units or require new units, based on Engineer's recommendation/final assessment. Existing walls remain in place.

**A.1.1 Other related work:** New electrical infrastructure for future renovated Building use (feeds & transformers) with related revisions to Electrical Room (no further distribution); one new ADA-compliant ramp between main level and Classroom wing (second ramp to be bid as an added alternate); associated demolition for new ramps; new building entrances within existing storefront areas; masonry and roof repairs at Classroom wing as associated with new work; utilities work, including new sprinkler main, water & natural gas if required, as related to work described above.

Interior Design and Landscape Architecture are not part of this contract and will be covered under separate contracts. Architect and its Consulting Engineers shall coordinate with Owner's Civil Engineer, whose work shall be included in project documents. Documentation of Tel/Data and Security systems are included under this contract as integrated services.

**A1.2 Special terms and conditions:** See Croxton Exhibit A. Layout drawing with recommendation for general allocation of space for each major department, developed for Owner's review. Revised department allocation plan within building per Owner's comments/direction. This analysis will occur after sign-off of program for permanent Willingboro Municipal Building.

### **B. PROJECT PARAMETERS**

#### **B. 1. The objective or use is:**

The area of building renovation will temporarily house the Willingboro Township Municipal offices and will be upgraded for future, permanent occupancy. See Croxton's Exhibit A for general area.

#### **B.2. The physical parameters are:**

The area of Building under the scope of this contract is approximately 40,000 GSF with associated infrastructure and exterior work as described.

**B. 3. The Township's (Owner's) Program is:**

The Owner's general program requires a modified renovation of the Classroom Wing of the building and renovation and/or replacement of its systems to accommodate the temporary occupancy by the Township's Municipal Office. The general program includes retention of existing subdivisions (classroom and corridor walls, etc.). An occupancy plan will be developed under a separate contract (The Willingboro Municipal Building Renovation contract) to verify "best fit" of Municipal Building departmental areas and location within the Classroom Wing, with the understanding that requirements may need to be modified in order to fit within the existing building.

**B. 4 The legal parameters are:**

The Township will provide the architect with all surveys necessary to complete the work, and will provide all required hazardous materials investigations and abatement, if required, including such materials as asbestos, mold, contamination, etc., prior to the start of construction. The Township shall engage an Industrial Hygienist to determine extent of mold and related contamination that may be present in the building. Industrial Hygienist's scope of work shall include testing and field analysis, report, and recommendations for removal of mold/contamination. Recommendations shall describe a scope of work that can be bid by appropriate contractors. Architects will communicate proposed new work to Owner's consultants.

**B. 5 The financial parameters are:**

The amount of the Owner's overall budget for the Project, excluding the Architect's compensation, is: \$3,600,000.00 (Three million six hundred thousand dollars)

The time parameters are:

Programming ()	4-5 weeks
Schematic Design	3 Weeks
Owner's Review	4 weeks
Design Development	5 Weeks
Owner's Review	4 weeks
Design Development Estimate	1 Week
Construction Documentation	7 Weeks
Owner's Review and DCA Review	6 weeks
Construction Documents Estimate	1 Week
Bid/Negotiation/Award	8 Weeks

It is noted that time parameters for required state and municipal approvals are estimates for planning purposes and may vary. The final bid documents produced by the Architect will have construction time parameters stated therein as well as a Liquidated damages schedule.



**B.5.1 Schedule of Services:**

Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services:

1. Thirty (30) visits to the site by the Architect over the duration of the Project during Construction.
2. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract documents.
3. Two (2) inspections for any portion of the Work to determine final completion.

**B.5.2** The following Design and Contract Administrations shall be provided by the Architect as a Change in Services in accordance with the agreement:

1. Any Change Orders and Construction Change Directives that require preparation or revision to the Instruments of Service.
2. Providing consultation concerning replacement of Work resulting from fire or other cause during construction;
3. Evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
4. Evaluation of substitutions proposed by the Owner's consultants or contractors if revisions to the Instruments of service is required.
5. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
6. Construction Administration Services if the Contractor exceeds the Construction Schedule by more than 10% (ten percent).

**C. PROJECT TEAM**

**C.1 Township/Owner's Designated Representative:**

Remington & Vernick  
95 Grove Street  
Haddonfield, NJ 08033

**C.2 Others, in addition to Owner's representative required to review Architect's submittals:**

Ms. Denise Rose, Township Manager, Township of Willingboro  
Leonard Mason, Construction Code Enforcement Official, Township of Willingboro  
Toni Vetter, Fire Official, Township of Willingboro  
Township Engineer  
Willingboro Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Michael A. Armstrong, Esquire, Solicitor of the Township of Willingboro  
79 Mainbridge Lane  
Willingboro, NJ 08046

**C. 3 Architect's Designated Representative(s):**

Randolph Croxton  
475 Fifth Avenue  
New York, NY 10017

**C. 4 Consultants retained at the Architect's expense:**

Jaros Baum & Bolles (Mechanical, Electrical, Plumbing, Fire Safety) (+Tel/Data & Security Documentation as integrated services)  
Structural Engineer – to be identified  
AccuCost Construction Consultants (Estimating)

Note: If additional consultants are required beyond Basic Service, proposals will be obtained for Township Council's review prior to approval of contracts.

**D. ARCHITECT COMPENSATION (SEE ALSO ARTICLES 1 & 6)**

**D.1** For Architectural and Engineering (Basic Services) as described herein, Croxton Collaborative will be paid a lump sum fee of \$397,925.00. Invoices will be submitted monthly based on a percentage of work completed.

Schematic Design	\$52,938.75
Design Development	\$74,185.00
Construction Documents	\$148,570.00
Bid/Negotiation	\$17,646.25
Construction Administration	\$70,585.00
Normal Reimbursable expenses	\$34,000.00

**TOTAL FEE:** \$397,925.00  
(Three hundred ninety seven thousand nine hundred twenty five dollars.)

Normal Reimbursable expenses are reimbursable expenses including, but not limited to, all printing, reproductions, mailing, postage, telephone, Township approved travel costs, by way of example and called for herein, arising in connection with the Architect's responsibilities under this agreement, which shall not exceed \$34,000.00. Models and 3-D color renderings will be considered additional expenses undertaken only with written approval of the Township.

**D.2** For Tel/Data, CCA/JBB will coordinate with Owner's consultant and/or vendor for integration of 'black box' technology and locations (servers, routers, etc.) indicated by vendor/consultant and provide infrastructure required for system. For Security systems, CCA/JBB will specify actual equipment and related infrastructure to coordinate with Owner's indication of locations and generic types of required equipment.

**D.3** For Reimbursable Expenses as described above, and any other items included as Reimbursable Expenses, the compensation shall be computed as a multiple of One (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants. (Eliminate Architect's 10% markup for reimbursable expenses.)[see also Article Five]

**D.4** All payments shall be credited to the Owner's account. Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

**D.5** Payments are due and payable Thirty (30) days from, the date of the Architect's invoice. Provided however, that the Township reserves the right to withhold up to and including 5% percent of any phase billings, until all work related to that phase has been approved by the Township and its representative.

**D.6** The Architect shall provide detailed invoices for all services rendered in connection with this project. All fees charged in the invoices shall be based upon "time & materials" used by the Architect in the service of the Township on this project and for the time period referenced in the invoice. The Architect's invoice shall provide the employee's title, a description of tasks employee performed, hours billed, hourly rates and invoiced reimbursables. Invoices shall be supported by documentation and Architect's sub-consultants invoices where applicable.

**D.7** If the services covered by this agreement have not been completed within Eighteen (18) months of the date on which this agreement is executed, through no fault of the Architect, an extension of the Architect's services beyond that time shall be compensated as provided above in D.3.2..

**D.8** Payments to the Architect may not exceed the contract amount, unless approved in a writing signed by both parties. The Architect shall advise the Township well in advance if it is anticipated that the upset limit will be exceeded or if a contract adjustment will be required.

**D.9 Additional Services**

**D.9.1** Other Additional Services that may be pursued under this contract include, but are not limited to: provisions for Owner's special equipment (e.g. Police Dept. antenna & Communications systems)

**D.9.2.** The Architect shall be paid for Additional Services as identified in Article 1.3, D. and D. when authorized in writing, in addition to the Basic Compensation defined above.

**D.9.3** If the services of Architect are changed, the Architect's compensation shall be adjusted in accordance with this agreement. Any such adjustment shall be calculated as described below or if no method of adjustment is indicated, in an equitable manner.

**D.9.4** Basis of Compensation shall be hourly at Croxton Collaborative's standard hourly rate as noted below:

Director's Time (R. Croxton/K. Childs) .....	\$215.00/hr
Project Manager .....	\$160.00/hr
Project Architect/Sr. Designer .....	\$110.00/hr
Architect/Designer .....	\$80.00/hr
Jr. Architect/Designer .....	\$65.00/hr

**D.9.5** For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One (1.0) times the amounts billed to the Architect for such services. (Eliminate 15% mark up for sub-consultant change orders)

## **E. INSURANCE REQUIREMENTS (See Article 14)**

**E.1.** The Professional Liability Insurance carried by the Architect shall be in an amount no less than that stated below. Moreover, the Architect shall provide proof of insurance in the amount required, upon execution of this agreement.

One Million Dollars	\$1,000,000.00
---------------------	----------------

## **F. SUBMISSIONS**

**F.1** The Schematic submission (see Paragraph 1.1.2.) shall be submitted in 12 copies, including electronic data saved on CD ROM media in its native file format.

**F.2.** The Design Development submission (see Paragraph 1.1.5.) shall be submitted in 12 copies.

**F.3.** The Final submission (see Paragraph 1.1.9.) shall consist of 20 sets of signed and sealed specifications for bidding, as well as (2) two copies of the electronic data saved on CD ROM media in its native file format and one (1) reproducible Mylar set of the entire set of plans; paper prints of the final drawings, copies of the specifications, bulletins and addenda, and the original drawings. .

**F4.** The Architect shall be responsible for the issuance of all addenda and/or response to any requests for clarifications during the bidding phase.

**G. CONSTRUCTION COST**

It is understood that the limit of funds available for construction, exclusive of land costs, and professional fees is

\$ 3,600,000.00

## **GENERAL CONDITIONS**

### **ARTICLE 1**

#### **ARCHITECT'S SERVICES**

The Architect's Basic Services consist of the services described below and include normal structural, mechanical and electrical engineering services and any other services included herein.

The Township of Willingboro may at any time, issue additional instructions and require additional work or services not covered by this contract. If changes are made after any Phase has been approved by the Township of Willingboro, which changes are agreed upon by the Architect and the Township of Willingboro as requiring substantial reworking of applicable documents, causing the Architect extra drafting or similar expense, the Architect shall be entitled to additional compensation for the cost of the added work and expense as herein defined. The Architect will not be reimbursed for clarification of contract drawings or specifications due to the Architect's own error or omission or for revisions required to meet the cost limitation as set forth in paragraph E. The Architect will be granted reasonable notice and sufficient time to comply with the requirements contained herein.

#### **SCHEMATIC DESIGN PHASE**

**1.1.1** The Architect shall review the program furnished by the Township of Willingboro to ascertain the requirements of the Project and shall confirm such requirements to the Township of Willingboro.

**1.1.2** Based on the established program the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Township of Willingboro. Schematic documents shall consist of the following where applicable:

- Plans, elevations and sections.
- Utility plant evaluation.
- Energy consumption analysis/life cycle costing.
- Space analysis if differing from Program.
- Survey statement (1.1.3).
- Outline specifications.
- Statement of probable construction cost.
- Assistance in presentation for public hearings.

**1.1.3** The Architect shall include with the schematic phase billing a signed statement that the Architect has visited the site, has visually checked the proposed location of major facilities and is satisfied that the survey data submitted are reasonably accurate and meet the Architect's needs as to apparent surface outcroppings, streams, trees, undergrowth and other features that

present unusual conditions which could adversely affect the design, construction or cost of the project. The Architect has the responsibility to notify the Township of Willingboro, prior to bid, of any requirement to provide additional borings to clearly identify soil conditions under final building foundation areas and all areas of excavation for underground utilities. The Architect shall not be held responsible for the basic accuracy of surveys and boring data prepared by others; however, the Architect is not relieved of the responsibility of calling apparent or obvious discrepancies and/or inconsistencies to the attention of the Township of Willingboro.

### **DESIGN DEVELOPMENT PHASE**

**1.1.4** The Architect shall prepare from the approved Schematic Design Studies, for approval by the Township of Willingboro, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, material and such other essentials as may be appropriate.

**1.1.5** Design development drawings, specifications and allied documents shall be prepared in accordance with requirements outlined herein and consisting of the following where applicable:

Site drawings.

Utility distribution systems.

Plans, elevations, sections and other details pertinent to the features of design.

Design analyses sufficiently complete to permit review.

(a) Structural analysis.

(b) Mechanical analysis with line diagrams and utility room sections.

(c) Electrical analysis with line diagrams and load projection.

#### **Outline Specifications.**

Statement of Probable Construction Cost in sufficient detail so as to permit evaluation.

### **CONSTRUCTION DOCUMENTS PHASE**

**1.1.6** The Architect shall prepare from the approved Design Development Documents, for approval by the Township of Willingboro, Final Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Township of Willingboro and the Contractor's.

**1.1.7** Final drawings, specification and allied documents shall be based on approved Design Development Documents and shall consist of the following where applicable:

Utility drawing and utility plant drawings.

Design analyses.

Modifications of the Design Development rendering necessary to reflect the completed and approved project design.

Specifications which set forth the requirements for all material and workmanship. Schedules identifying each paragraph or item for which shop drawings and/or samples are to be submitted by each contractor, bound into the specifications of each prime contractor, (i.e., guarantees, maintenance and operating manuals, "Record" drawings, etc.).

**1.1.8** All final drawings shall be in digital/electronic based in the versions of AutoCAD 2004 and Microsoft Office 2002 or more recent version.

**1.1.9** The final submission shall set forth in detail the work required for the architectural, structural, mechanical, electrical, utility-connected equipment, and site work including: necessary bidding information, Conditions of the Contract, proposal forms, proposed construction period and final Statement of Probable Construction Cost. The proposed period of construction shall represent to the best of the Architect's knowledge, information and belief, a realistic evaluation of the work involved. Documentation for purposes of supporting applications for State, Federal or other approvals shall be considered part of the submission requirements. The nature of that work shall be determined by regulations of the agencies to which the submission is to be made.

**1.1.10** The Architect shall exercise reasonable care in the preparation of contract documents to conform to all applicable code requirements in effect at the time of issuance of the contract documents. The approval of drawings by the Township of Willingboro is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.

### **BIDDING OR NEGOTIATION PHASE**

**1.1.11** The Architect, following the Township of Willingboro's approval of the Construction Documents and the latest Statement of Probable Construction Cost, shall assist Township of Willingboro in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. The Architect shall be present at any 'negotiations of contracts or opening bids, shall review and tabulate the contractors' proposals and shall submit written recommendations concerning the award of contracts.

### **CONSTRUCTION PHASE**

**1.1.12** Upon completion of design and after construction contracts have been awarded, the Architect shall prepare and submit twelve (12) copies of cost analyses of the project. Such analyses shall identify the major categories of design, by unit cost, and shall be based on actual Construction Contract(s) breakdowns by trade and systems.



**1.1.13** The Construction Phase will commence with the award of the First Construction Contract and will terminate when the final Certificates for Payments are issued by the Township of Willingboro.

**1.1.14** The Architect shall provide administration of the Construction Contract as set forth herein. The extent of the duties and responsibilities and the limitations of the Architect.

**1.1.15** The Architect, as the representative of the Township of Willingboro during the Construction Phase will advise and consult with the Township of Willingboro so that all of the Township of Willingboro's instructions to the Contractors may be issued through the Architect.

**1.1.16** The Architect and those consultants engaged by the Architect shall confer with the Township of Willingboro as may be reasonably required by the Township of Willingboro in connection with the services to be rendered under this contract.

**1.1.17** The Architect shall represent the Township of Willingboro on the site and advise the Contractors of all the Township of Willingboro's instructions and intentions through interpretations of contract documents, conference and/or written communications. The Architect shall have the authority to act on behalf of the Township of Willingboro to the extent provided in this contract. However, the Architect shall not issue change orders or directions involving changes in scope or cost unless prior written authorization has been issued by the Township of Willingboro and received by the Architect.

**1.1.18** The Architect shall, at all times, have access to the work, wherever it is in preparation or progress and shall make *up to Eighteen ( 18) visits* to the site to maintain familiarization, by inspection, conditions, progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. On the basis of *on-site* observation the Architect shall endeavor to guard the Township of Willingboro against omissions, defects and deficiencies in the performance of the Contractor's failure to perform the Work in accordance with the Contract Documents. It shall be the duty of the Architect to have the appropriate consultants visit the site as *frequently* as is deemed necessary by nature of the work in progress.

**1.1.19** The Architect shall not be responsible for delays, acts of negligence or omissions of the Contractors, Subcontractors, or any of the Contractors' or Subcontractors' agents or employees or any other person performing any of the work.

**1.1.20** The Architect shall review the amounts requested by the Contractors and shall make recommendation upon such amounts. The approval of Certificates for Payment shall constitute a representation by the Architect to the Township of Willingboro based on the inspections at the site and on verification of data and amount comprising the Certificate for Payment) that the work has progressed to the point indicated; and that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled to payment by recommending the approval of the Certificate for Payment. The Architect shall not be deemed as representing that the Architect has made any investigation to ascertain how and for what purpose the contractor has used the money paid on account of the previous Certificates.

**1.1.21** The Architect shall evaluate and make specific written recommendations on all claims of the Contractors relating to the execution and progress of the work and on all matters or questions related thereto, and shall attend and actively participate at administrative hearings or settlement conferences in connection with such claims upon notification by the Township of Willingboro. The Architect shall be reimbursed the expenses related to attendance at and preparation for such hearings and conferences when such claims are not the fault of the Architect.

**1.1.22** The Architect, after award of the construction contracts, shall issue an addendum in the number of copies as previously indicated for final documents (and one set on reproducible mylars) after incorporating (a) bulletin information issued after submission of bidding documents and during the bidding period, (b) accepted alternates and (c) changes incorporated in the addendum. These revised drawings shall be identified by showing justifications in the Revision Box (such as, "Revised in accordance with Bulletin A issued during bidding period"), and shall be issued for construction use within thirty (30) days after contract award.

**1.1.23** The Architect shall transfer "Record" conditions from marked, clean and legible prints furnished by the Contractors to final drawings at the conclusion of the Project, thereby converting original drawings to reflect "Record" conditions. The Architect shall note the following statement on the original drawing(s).

"The 'Record' information added to this drawing has been supplied by the contractor. The Architect does not assume the responsibility for its accuracy other than conformity with the design concept and general adequacy of the "Record" information to the best of the Architect's knowledge."

Each drawing bearing this "Record" statement shall be initiated by the individual responsible for transfer knowledge.

**1.1.24** The Architect shall reject work which the Architect observes or inspects and finds does not conform to the Contract Documents. In such cases, the Architect shall advise the Township of Willingboro accordingly of the rejection.

**1.1.25** The Architect shall conduct regular job site meetings with contractors and other involved parties and report on and make recommendations relative to the progress of the work. Such job meetings shall be held at least twice a month or more frequently if required by the Township of Willingboro or by job progress. Minutes of each meeting shall be prepared by the Architect and distributed to all contractors and Township of Willingboro's representatives within five days thereafter.

**1.1.26** The Architect shall evaluate and report on Contractors' cost proposals in connection with contract changes and evaluate and approve or disapprove cost estimates for change orders, or for supplementary work initiated after commencement of the construction phase. All such proposals shall be submitted to the Township of Willingboro for consideration with the Architect's written detailed recommendations and cost evaluations.

1.1.27 The Architect shall check and approve shop drawings, samples, and other submissions of the contractor for conformity with the design concept of the project and for compliance with the contract documents. The Architect shall also render interpretations of the drawings and specification in order that the intent and meaning thereof shall be faithfully carried out and understood by the Contractor(s).

1.1.28 The Architect shall conduct inspections in conjunction with the Township of Willingboro or the Township of Willingboro's designated representative to determine the dates of substantial completion and final completion of the Project.

1.1.29 The Architect shall receive written guarantees and other closeout documents from the Contractors. The Architect shall review all such documents and shall transmit them to the Township of Willingboro.

**1.2 Project Representation Beyond Basic Services:** If more extensive representation is required at the site then that described under Subparagraphs 1.1.13 through 1.1.30 inclusive.

1.2.1 The Township of Willingboro shall provide one or more Representatives on the site, who shall be the Clerk of the Works. Such Clerk of the Works shall be selected, employed and directed by the Township of Willingboro. .

1.2.2 The duties, responsibilities and limitations of authority of the Clerk of the Works may be set forth in an exhibit appended to this Agreement.

1.2.3 Through the on-site inspections, by the Architect of the Work in progress, the Architect shall endeavor to provide further protection for the Township of Willingboro against defects in the Work, but the furnishing of such representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

**1.3 Additional Services:** The following Services shall be provided when authorized in writing by the Township of Willingboro and they shall be paid for by the Township of Willingboro as hereinafter provided.

1.3.1 Providing financial feasibility or other special studies.

1.3.2 Providing planning surveys, site evaluations, environmental studies.

1.3.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.4 Providing interior design and other services required for or in connection with the selection of furniture and furnishings. Interior Architectural finishes such as walls, ceilings, floors, carpet, and window blinds are included under basic services. In additions, each room will

have furniture layouts to demonstrate functionality and locate telephones and power outlets, etc. Movable furniture and furnishing would be additional and under a separate "FF&E" Contract.

**1.3.5** Providing services for planning tenant or rental spaces.

**1.3.6** Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

**1.3.7** Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

**1.3.8** Making investigations involving detailed appraisals and valuations of existing facilities and surveys or inventories required in connection with construction performed by the Township of Willingboro.

**1.3.9** Providing consultation concerning replacement of any Work damaged by fire or other cause beyond the control of the Architect during construction and furnishing professional services as may be required in connection with the replacement of such Work.

**1.3.10** Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

**1.3.11** Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**1.3.12** Providing services after issuance to the Township of Willingboro of the final Certificate for Payment.

**1.3.13** Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

**1.3.14** Providing services of professional consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

**1.3.15** Providing any other services not otherwise included in this Agreement of not customarily furnished in accordance with generally accepted architectural practice.

**1.3.16** The Architect shall be paid for design work required in the preparation of Change Orders during construction on a Cost-Based Compensation basis or multiple of direct salary cost as approved by the Township of Willingboro on change in scope or field condition Change Orders. The Architect will not be compensated for the cost of preparing Change Orders resulting from Architect error or omission or cost of documents clarification.

1.3.17 When the construction period of the construction contract is exceeded by more than 20% through no fault of the Architect, the Architect may be reimbursed for additional inspection services for the extended period on a Cost Based Compensation basis as authorized by the Township of Willingboro. The compensation for the extended period subject to reimbursement is to be computed on the Architect's actual costs during the period preceding the closeout process or during the period of least job progress, as appropriate.

## **ARTICLE 2**

### **TOWNSHIP OF WILLINGBORO'S RESPONSIBILITIES**

2.1 The Township of Willingboro shall provide full information, regarding the requirements for the Project.

2.2 The Township of Willingboro shall designate when necessary a representative authorized to act on behalf of the Township of Willingboro with respect to the Project. The Township of Willingboro shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Township of Willingboro shall furnish the Architect with a survey of the building site, giving as applicable, the grades and lines of streets, pavements and adjoining properties, the rights of way, restrictions, easements, encroachments, zoning, boundaries and contours of the building site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees and full information as to existing sewer, water, gas, electrical and other utility services. The Township of Willingboro shall furnish borings and chemical, mechanical or other investigations and tests when required by the Architect to fulfill legal or contract requirements as approved by the Township of Willingboro. The Architect shall be entitled to reasonably rely upon the accuracy of such information.

2.4 The Township of Willingboro will furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Township of Willingboro may require to ascertain how or for what purposes Contractors have used the moneys paid under the Construction Contract.

2.5 The services information, surveys and reports required above shall be furnished at the Township of Willingboro's expense.

2.6 All information required of the Township of Willingboro shall be furnished as expeditiously as necessary for the orderly progress of the Work.

2.7 All documents including drawings and specifications, any changes, revisions or amplifications thereof, as well as all Statements of Probable Construction Cost, shall be subject to the written approval of the Township of Willingboro before the same shall be deemed accepted. The Architect shall not proceed with the preparation of any phase of the work until so directed in writing by the Township of Willingboro.

2.8 If the Township of Willingboro becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, the Township of Willingboro shall give prompt written notice thereof to the Architect.

2.9 It is agreed by and between the parties to this contract that, whenever the approval or authorization by the Township of Willingboro is required, such shall be in writing and shall be expeditiously given and shall not be unreasonably withheld.

### ARTICLE 3

#### ARCHITECT'S RESPONSIBILITIES

3.1 **Standards of Performance:** Except as otherwise provided herein or by specific instructions from the Township of Willingboro in writing, the Architect shall be held to reasonable standards of professional performance.

3.2 Nothing contained in this contract is intended to relieve the Architect of responsibility for maintaining adequate supervision over the design and also adequate inspection of the construction work in order to endeavor to guard the Township of Willingboro against deficiencies in the design work and the work of the Contractors in compliance with contract drawings and specifications.

3.3 Notwithstanding any other provisions contained herein, the Architect shall not be relieved of liability to the Township of Willingboro, resulting from error, omission or any breach of this contract by the Architect. The Township of Willingboro, immediately upon the discovery of any error, omission or breach, shall give written notification thereof to the Architect and within 10 days of notice to the Architect, shall give written notification to the Architect's Professional Liability Insurance carrier. The Township of Willingboro shall expeditiously initiate such proceedings as may be necessary to fairly determine the exact amount, if any, of the actual damages. The acceptance, approval or payment for any of the drawings, specifications or other work and services performed by the Architect hereunder shall not constitute a release or waiver of any claim the Township of Willingboro has or may have for latent defects, errors, omissions or other breach of this contract on the part of the Architect.

### ARTICLE 4

#### DIRECT SALARY COST

4.1 Direct salary cost is defined as base salary paid to technical employees (excluding mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits). Technical employees include architects, engineers, designers, job captains, draftsmen, specification writers and the like, in consultation, research, design, drawing production, specification development and other similar services

pertaining to the project. The Architect shall provide Owner with the schedule of base salaries of all technical employees who are engaged, as an addendum to the contract.

## ARTICLE 5

### REIMBURSABLE EXPENSES

**5.1 Reimbursable Expenses Not-to-Exceed:** All Normal Reimbursable Expenses to the Architect are included in the Compensation for Basic and Additional Services. **“Normal” reimbursable expenses are not-to-exceed \$34,000.00.**

**5.1.1** Normal Reimbursable expenses are reimbursable expenses including, but not limited to, all printing, reproductions, mailing, postage, telephone, Township approved travel costs, by way of example and called for herein, arising in connection with the Architect’s responsibilities under this agreement, which shall not exceed \$34,000.00. Models and 3-D color renderings will be considered additional expenses undertaken only with written approval of the Township.

**5.1.2** To the extent possible, the Architect shall provide a schedule anticipating these costs which shall be annexed as a line item in the project costs.

**5.1.3** Other Authorized Reimbursable expenses: Payment for Extraordinary Reimbursables may be authorized by the Township in writing such as for: **Models and 3-D color renderings.**

## ARTICLE 6

### PAYMENT TO THE ARCHITECT

**6.1** Payments on account of the Architect’s Services shall be made as detailed in paragraph B.

**6.2** Payments of fees will be made by Phase periodically in proportion to the work completed by the Architect and as approved by the Township of Willingboro. Payments of fees for the construction administration phase shall be in proportion to the dollar value of work placed.

**6.3** In the event that the scope is substantially changed during the design stage, the Architect’s fee shall be renegotiated.

**6.4** If the Bidding or Negotiating Phase has not commenced within sixty (60) days after the Architect has submitted the Final Documents to the Township of Willingboro, any fixed limit of Construction Cost established as a condition of this Contract shall be adjusted to reflect changes

in the general level of costs which may have occurred in the construction industry in the area in which the Project is located. The adjustment shall reflect changes in construction costs between the date of submission of the Final Documents to the Township of Willingboro and the date on which proposals are sought and shall be as agreed to by the Township of Willingboro and the Architect.

**6.5** In the event that the bids received are in excess of 5% of the approved Architect's final estimate for construction of the project, and changes to drawings and/or specifications are required to meet such approved estimate, the Architect shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the Project, at the request of the Township of Willingboro, as will be necessary to secure a bid that will come within the allocation specified by the Township of Willingboro. Such redesign work and changes to plans shall be undertaken by the Architect at no cost to the Township of Willingboro. The Township will cooperate with the Architect in identifying the adjustments and reductions to the work to achieve the lower bid amount.

If the Architect estimate is in excess of 5% of responsive bids, the Township of Willingboro and the Architect shall review the scope of work, estimates and other bids submitted and the Architect's fee adjusted if appropriate as mutually determined.

**6.6** Upon the acceptance of any alternate(s) in the construction work approved by the Township of Willingboro the Architect's fee shall be renegotiated based upon the increased or decreased efforts involved in the Administration of the Construction Contracts Phase.

**6.7** The Architect shall submit with each invoice a signed statement indicating that associated Architects, Engineers and Consultants have been paid a proportionate share of previous payments made by the Township of Willingboro to which these individuals are entitled as set forth in the approved Cost Based Compensation proposal or multiple of direct salary cost negotiation. No reduction in fees due consultants is to be assessed for administration, coordination or other service unless specifically detailed in negotiated fees or mutually agreed to in writing.

**6.8** The balance of fees due the Architect shall be paid not later than three (3) months after substantial completion of all construction contracts relating to the Project and upon certification by the Architect that all consultants have been paid to date and will be paid the balances due them within thirty (30) days after the receipt of final payment by the Architect. Final payment to the Architect shall not relieve the Architect of any contractual responsibilities.

**6.9** No deduction shall be made from the Architect's fee for any penalty or liquidated damages charged to any Contractor unless it is determined that there is Architect responsibility under this contract.

## **ARTICLE 7**

### **ARCHITECT'S ACCOUNTING RECORDS**



7.1 The Architect in signing this contract represents that to the best of the Architect's knowledge the salaries, expenses and other data upon which this contract is predicated are representative salaries and expenses that are presently paid or can be reasonably anticipated at the time of the signing of the contract and the performance of the work.

7.2 The Architect agrees to keep all applicable weekly payroll and accounting records for services performed on a Cost-Based Compensation basis, including records of reimbursable expenses and expenses pertaining to additional services on the project in accordance with generally accepted accounting principles and practices, and further agrees that all such records will be made available to the Township of Willingboro or the Township of Willingboro's authorized representative for purpose of audit by the Township of Willingboro upon reasonable demand made thereof at any time during the term of this contract and for a period of three years thereafter.

7.3 If the Township of Willingboro undertakes an audit of accounting records and such audit results in a finding of excessive profit due to improper statement of hourly rates, overhead, time required, or other estimated cost of data upon which the contract was negotiated, the Township of Willingboro has the authority to reduce the stipulated fee to an amount considered commensurate with the actual scope of work.

## **ARTICLE 8**

### **TERMINATION OF AGREEMENT**

8.1 If for any reason the Project should be abandoned, suspended or postponed, the Township of Willingboro may terminate this contract upon seven (7) days written notice to the Architect. Upon receipt of such notice, unless otherwise directed, the Architect shall immediately discontinue all work hereunder at that point. The Township of Willingboro shall have the right to audit all of the Architect's records pertaining to this project. Upon such termination, the Architect shall be paid in accordance with the following:

8.1.1 Where compensation is based on a stipulated sum, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this contract, less payments previously made.

8.1.2 Where compensation is based on a multiple of direct salary cost, the Architect shall be paid based upon the full extent of services directed and rendered.

8.2 Payment under paragraphs 8.1.1 and 8.1.2 shall include all reimbursable expenses and additional compensation.

8.3 If the project is postponed, suspended or delayed for a period of more than six (6) months, the Architect's compensation may be subject to renegotiation by mutual agreement.

## **ARTICLE 9**

## **OWNERSHIP OF DOCUMENTS**

**9.1** The original and electronic drawings, revised to reflect "Record" conditions, shall be transmitted to the Township of Willingboro and become the property of the Township of Willingboro. The Architect, for record purposes, may produce a set of prints or reproducibles of those drawings prior to transmittal to the Township of Willingboro.

**9.2** It is understood and agreed between the parties to this contract that all documents including Drawings and Specifications furnished by the Architect pursuant to this Agreement are instruments of service in respect of this Project only. Any reuse without specific written approval, verification or adaptation by the Architect will be at the Township of Willingboro's sole risk and without liability or legal exposure to the Architect.

## **ARTICLE 10 SUCCESSORS AND ASSIGNS**

**10.1** The Township of Willingboro, in its official capacity, and the Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement. Neither the Township of Willingboro nor the Architect shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

**10.1.1** When the Architect is not a sole proprietorship, in the event of the death or disablement of one of the Principals, the surviving principals shall thereupon notify the Township of Willingboro in writing within seven (7) days of their intent to assume full responsibility for the performance of this contract. In such event the Township of Willingboro may terminate this contract upon seven (7) days written notice to the surviving principals or may authorize the surviving principals to assume the full responsibility for the completion of this contract.

**10.1.2** Upon termination of the contract pursuant to the provision of this article, notwithstanding any provisions to the contrary provided in the Agreement, the Architect shall be entitled to received as full compensation for services rendered to the date thereof, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this contract less payments previously made.

## **ARTICLE 11 DISPUTES/CLAIMS/MEDIATION**

**11.1** The Township of Willingboro shall be, in the first instance, the interpreter of the requirements of this contract and the impartial judge of the Architect's performance hereunder.

The Township of Willingboro shall not side with the Architect, or with the Contractors, but shall use its powers to enforce faithful performance by all. Disputes between the parties will be resolved through established administrative policies and procedures. The first step in this process is for either party to request, in writing, a Hearing before the Township of Willingboro Council. If the decision rendered by the Township of Willingboro as a result of the hearing is not accepted by the parties concerned, the next step that may be taken is either one of mediation or litigation.

11.1.1 The Contractors or parties necessary to the performance of this contract ,who are working on the same project as the Architect, may also request a Hearing should they have any claim, dispute or matter in question arising out of or relating to their individual contracts or their respective responsibilities. The Architect will be required to participate in such Hearing either as a party to the dispute or as Township of Willingboro’s witness.

#### **DISPUTES BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE ARCHITECT**

11.1.2 The Architect shall request an initial hearing with the Township Council, with no additional cost to the Township of Willingboro or to the Architect, of any claim, dispute or matter in question arising out of or relating to this contract.

11.1.3 Based upon the Council’s findings of fact the Council will make a decision. Such action on the part of the Township of Willingboro shall be expeditiously taken. The Township may retain the services of an expert(s) to act as a fact finding officer and to render a report to Council to assist Council in reaching its decision. Except as otherwise provided in this contract, disputes and claims concerning a question of fact arising under this contract which are not disposed of by mutual agreement shall be reviewed by the Township of Willingboro which shall reduce a decision to writing and notify the Architect. Pending such final decision, the Architect shall have no recourse to Court actions, assuming that the aforesaid administrative procedures take place within a reasonable amount of time.

11.1.4 Pending final decision of such claim or dispute, the Architect and consultants shall proceed diligently with the performance of their contract responsibilities.

#### **DISPUTES BETWEEN THE ARCHITECT AND CONTRACTOR(S)**

11.2 The Architect agrees to make no claim for damages against the Township of Willingboro, when the Township of Willingboro has no direct responsibility for said damages, by reason of any act, error or omission, by any contractor, or in connection with such contractor. The Architect shall have a right to recover such damages from the Contractor, under the following provision:

**11.2.1** Should any contractor or Architect on the same project and under contract with the Township of Willingboro, by their own acts or by acts of a person(s) in their employ, in any way damage or delay the work of the other parties by not properly cooperating with them or by not affording them such opportunity, or facility to perform the work as may be specified, then, the Architect or Contractor(s) concerned agrees to pay all costs and expenses incurred by the parties in the actions of settlement, arbitration or litigation, except in those cases involving death or bodily injury. Nothing contained herein shall relieve said Contractors of the Architect, from any liability or damage resulting to the Township of Willingboro on account of such dispute or damages.

**11.2.2** The above provisions shall not require the Architect to consider modifications of any nature proposed by any Contractor which affect esthetics or safety; to consider modifications or substitutions proposed by any Contractor unless accompanied by engineering and other technical data required to permit proper evaluation and unless the Contractor has undertaken to reimburse the Architect for all costs involved in the evaluation; to provide interpretation of the Contract Documents or review shop drawings within less than a reasonable time (including time required for testing and consultation with consultants); to consider shop drawings which are not accompanied by data and other related shop drawings as required to permit proper review; or to act on shop drawings within a normal time when they are submitted in unusually great volume rather than spaced in a reasonable manner. In no case shall the Architect be required to perform his services in a manner which is at variance with his own professional judgment.

### **NON-BINDING MEDIATION**

#### **11.3 Non-binding Mediation**

**11.3.1** Pursuant to *N.J.S.A. 40A:11-50*, disputes arising under this Contract shall be submitted to non-binding mediation pursuant to industry standards prior to being submitted to a court for adjudication.

**11.3.2** Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C.40A:11-1 *et. seq.*)

**11.3.3** For purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management."

### **LITIGATION**

**11.4** The Township of Willingboro and the Architect may mutually agree in writing to forgo non-binding mediation as set forth in Article 11.3 and proceed to litigate their dispute in a court of law in the State of New Jersey. **11.4.1** No litigation, arising out of, or relating to such a dispute, shall include, by consolidation, joinder or any other manner, the State of New Jersey when the state has no direct responsibility in the dispute or for the damages arising therefrom.

**11.4.1** Nothing contained herein shall, however, relieve said Contractor(s), Architect, from any liability or damage resulting to the State on account of such dispute or damages.

## **INDEMNIFICATION**

**11.5** The Architect agrees to: Except as set forth in Article 9 above, defend, indemnify, protect and save harmless the Township and its agents, servants, and employees from and against any and all suits, claims, demands, or damages of whatsoever kind of nature arising solely out of any negligent act, error or omission of the Architect, its agents, servants and employees, in the performance of professional services under this contract, including but not limited to reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or awards.

**11.5.1** The Architect shall be liable to the Township for any reasonable costs incurred by it to correct, modify or redesign any drawings submitted by the Architect that are found to be defective or not in accordance with the provisions of this agreement as a result of negligent act, error or omission on the part of the Architect, agents, servants or employees. The Architect shall be given reasonable opportunity to correct any deficiencies.

## **ARTICLE 12**

### **EXTENT OF AGREEMENT**

**12.1** This contract represents the entire and integrated agreement between the Township of Willingboro and the Architect. It supersedes all prior negotiations, representations or agreements, either written or oral. The terms, conditions and provisions of the contract cannot be modified or varied except by agreement between Architect and the Township of Willingboro.

**12.2** Waiver of any part of this Agreement shall not be deemed a waiver of any other part.

## **ARTICLE 13**

### **GOVERNING LAW**

**13.1** The Architect does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner that is contrary to the laws of the State of New Jersey, and that the said Architect has not and shall not violate said laws of New Jersey relating to the procurement of or the performance under this contract, by any conduct, including the paying or gratuity of any kind, directly or indirectly to any Township employee or officer. Violation of this provision shall be cause for the Township of Willingboro to immediately terminate this contract and to retain all unpaid and/or unearned fees.

13.2 Any written notice intended to be given hereunder to the Architect or to the Township of Willingboro respectively, shall be validly and sufficiently served if addressed and mailed by Certified Mail to said Architect at the address set forth hereinabove, or to the Township of Willingboro, Willingboro Municipal Complex, Salem Road, New Jersey 08046, as the case may be.

13.3 This Agreement, any and all claims and disputes arising out of this agreement, and the project named herein, shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

## ARTICLE 14

### OTHER CONDITIONS OR SERVICES

14.1 **Publicity:** Publicity and/or public announcements pertaining to the Project shall be cleared by the Township of Willingboro in writing prior to release. The Architect shall have the right to photograph the project at this own expense and use those photographs for his portfolio and for professional purposes.

14.2 **Affirmative Action:** The Architect certified that all subcontracts negotiated by the Architect shall include the following paragraphs as required by the (P.L. 1975 Chap. 127) and which also pertain to this contract:

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

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

- c. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the State of New Jersey, as amended and supplemented from time to time.
- e. 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 the Regulations promulgated by the State of New Jersey, as amended and supplemented from time to time or in accordance with a binding determination of the applicable employment goals determined by the Affirmative Action Office pursuant to the Regulations of the State of New Jersey, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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 decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- h. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions."

**NOTE:**

Provisions (d), (e), (f), (g), or (h) are not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

**14.2.1** The Architect, along with his consultants, agrees to comply with the provisions of Public Law 1975, Chapter 127.

**14.3 Insurance:** The Architect agrees to carry professional liability insurance of the types necessary to protect the Architect from any professional liability arising under this agreement. Said insurance shall be at least as stated in paragraph C: \$1,000,000.00 unless approved otherwise and shall be maintained in force by the Architect from the date of this agreement until a date at least six months following the actual completion and acceptance of the project by the Township of Willingboro.

**14.3.1** Provide the Township of Willingboro with evidence of the Architect's insurance in accordance with the foregoing provisions. Such evidence of insurance shall provide for thirty days' notice in writing to the Township of Willingboro prior to cancellation, expiration or non-renewal.

**14.3.2** In the event that the Architect provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Architect is required by the terms of this agreement to maintain insurance, said certificates shall be acceptable, but the Architect shall be obligated to renew the professional liability insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Township is continuously in possession of evidence of the Architect's insurance in accordance with the foregoing provisions.

**14.3.3** The Township shall as soon as practicable after a claim has been made against it give written notice thereof to the Architect along with full and complete particulars of the claim. If suit is brought against the Township, the Township shall promptly forward to the Architect copies of every demand, complaint, notice, summons, pleadings, or other process served on it or its representatives.

**14.4 Other Consultants:** Should the Township of Willingboro and the Architect determine that the unique nature of the Project requires the services of other consultants (e.g. traffic, soils, electronic data programmers, automation and computerization consultants, etc.), such consultants may be engaged by the Architect at a fee to be established and approved by the Township of Willingboro in writing and reimbursed to the Architect in addition to all other fees, costs and expenses for which provision is otherwise made herein. All such consultants shall be qualified and competent and shall be selected by the Architect and be subject to the written approval of the Township of Willingboro. Written requests for approval of consultants shall fully describe the scope of the work for which consultants are being engaged.

**14.5 Agreement for Personal Services:** The contract contemplates personal services and the Architect shall not assign or transfer his interest therein without the written consent of the Township of Willingboro.

**14.6 Responsibility to Township of Willingboro:** The Architect shall take no action at the direction of any representative of the Township except as authorized in writing by the Township of Willingboro.



**14.7 Conflict of Interest:** The Architect shall make known to the Township of Willingboro any interest in/or association with any contractor, material supplier or manufacturer on this Project just as soon as such interest is identifiable.

**IN WITNESS WHEREOF**, the Township of Willingboro and the Architect have executed this agreement this 28 day of March 2005.

Attest:

On behalf of the Township of Willingboro

Marie Annese  
Marie Annese

Eddie Campbell, Jr.  
Eddie Campbell, Jr., Mayor

Witness:

On behalf of Croxton Collaborative Architects, L.L.C.

Kirsten Childs

Randolph Croxton  
Randolph Croxton, Architect *President*

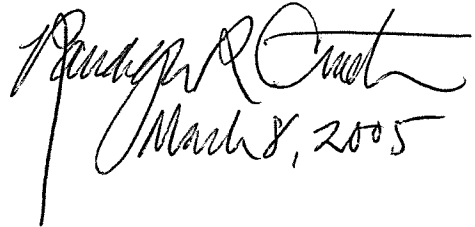
CROXTON COLLABORATIVE ARCHITECT, LLC  
Planning, Architecture & Interior Design

1 January 2005

Names, titles and annual salary for architectural personnel:

a. Kirsten Childs, ASID	Director of Interior Design	\$154,000.00
b. Lauren J. Reiter, AIA	Sr. Associate	\$130,000.00
b. John Seitz, AIA	Project Manager	\$105,000.00
c. Tom Abraham	Architect	\$75,000.00
c. Christopher Garvin, AIA	Architect	\$72,000.00
c. Jean Hahn*	Architect	\$72,000.00
d. Darren Hoppa	Designer	\$58,000.00
d. Daniel Jaconetti	Designer	\$40,000.00
e. Nenita Go	Research	\$56,000.00

\*Please note: J. Hahn is on employment/transition program from Consulting For Architects, NYC

  
March 8, 2005

**AGREEMENT BETWEEN  
TOWNSHIP OF WILLINGBORO AND ARCHITECT  
FOR  
WILLINGBORO MUNICIPAL BUILDING**

**TABLE OF CONTENTS**

- I. SPECIAL CONDITIONS**
  - A. SCOPE OF WORK
  - B. PROJECT PARAMETERS
  - C. PROJECT TEAM
  - D. ARCHITECT COMPENSATION
  - E. INSURANCE REQUIREMENTS
  - F. SUBMISSIONS
  - G. CONSTRUCTION COST

- II. GENERAL CONDITIONS**

**ARTICLE NO.**

- 1 ARCHITECT'S SERVICES
- 2 THE TOWNSHIP OF WILLINGBORO'S RESPONSIBILITIES
- 3 ARCHITECT RESPONSIBILITIES
- 4 DIRECT SALARY COST
- 5 REIMBURSABLE EXPENSES
- 6 PAYMENT TO THE ARCHITECT
- 7 ARCHITECT'S ACCOUNTING RECORDS
- 8 TERMINATION OF AGREEMENT
- 9 OWNERSHIP OF DOCUMENTS
- 10 SUCCESSORS AND ASSIGNS
- 11 DIPUTES/CLAIMS/ARBITRATION/LITIGATION
- 12 EXTENT OF AGREEMENT
- 13 GOVERNING LAW
- 14 OTHER CONDITIONS OR SERVICES

**CONTRACT FOR ARCHITECT AND ENGINEER  
AGREEMENT BETWEEN  
TOWNSHIP OF WILLINGBORO AND ARCHITECT**

**THIS AGREEMENT**

made this 8th day of March in the year of Two Thousand and Five

BETWEEN the Township of Willingboro, Willingboro, NJ, acting for, and in the name and behalf of the Township of Willingboro

and the Architect

**Croxtan Collaborative Architects, L.L.C.**, 475 Fifth Avenue, New York, NY 10017, Telephone Number 212 683-1998, Fax Number 212-683-2799

for the following Project:

**Willingboro Municipal Building, The Township of Willingboro, Municipal Offices, One Salem Road, Willingboro, NJ 08046**

Architectural and Engineering Services for the renovation of the existing Willingboro Municipal Building, including space previously occupied by Willingboro Library, for new municipal offices and facilities. Scope of work includes: full interior renovation, new windows, enlarged openings in selected areas to enhance daylight, upgrade of thermal shell, new roof, new HVAC/electrical/plumbing/fire protection and other infrastructure as required. Scope of work may include small (below grade) addition for connection of the lower levels. Programming is an integral service under this contract. Interior Design and Landscape Architecture are not part of this contract and will be covered under additional contracts. Architect and its Consulting Engineers shall coordinate with Owner's Civil Engineer, whose work shall be included in project documents. Documentation of Tel/Data and Security systems are included under this contract as integrated services..

**The Township of Willingboro and the Architect' agree to the requirements as set forth below and as further detailed in the attached Special and General Conditions of Agreement Between Township of Willingboro ("Township" or "Owner")**

## **SPECIAL CONDITIONS**

### **A. SCOPE OF WORK**

#### **Scope of work generally includes the following work:**

Architectural and Engineering Services for the renovation of the existing Willingboro Municipal Building, including space previously occupied by Willingboro Library, for new municipal offices and facilities. Scope of work includes: full interior renovation, new windows, enlarged openings in selected areas to enhance daylight, upgrade of thermal shell, new roof, new HVAC/electrical/plumbing/fire protection and other infrastructure as required. Scope of work may include small (below grade) addition for connection of the lower levels. Programming is an integral service under this contract. Interior Design and Landscape Architecture are not part of this contract and will be covered under additional contracts. Architect and its Consulting Engineers shall coordinate with Owner's Civil Engineer, whose work shall be included in project documents. Documentation of Tel/Data and Security systems are included under this contract as integrated services.

**A1. Special Terms and Conditions.** Special terms and conditions that modify this Agreement are as follows:

**A.1.1** It is understood that a detailed programming phase is required for the successful execution of the work. This scope is a required integral service, and shall consist of the following scope:

Deliverable:

- Detailed review of 'Program B', originally detailed in 'Existing Facilities Report & New Building Program' dated 10 October 2003, with proposed modifications as required to fit within existing building. See Croxton Exhibits A & B to this Contract for general current understanding of departmental areas.
- Generic layouts for each major department in conformance with proposed total departmental square footage; submitted with above-noted revised program statement
- First Program Presentation/Review  
Conceptual layout of department blocks within existing building
- Second Program Presentation/Review  
Revised conceptual department layout within building per Owner's comments/direction

**A.1.2 Architect's Fee for Programming Scope of Work noted above: \$18,500.00 (Eighteen Thousand Five Hundred Dollars) not including reimbursable expenses**

Note: Not included in scope of work is measurement and quantification of Owner's existing furniture. If this service is required it will be pursued as an additional service at the rates listed in Paragraph D.3.2.

**B. PROJECT PARAMETERS**

**B. 1. The objective or use is:**

The building will house the Willingboro Township municipal offices.

**B.2. The physical parameters are:**

The area of Building under the scope of this contract is approximately 33,550 GSF with associated infrastructure and exterior work as described. A limited-area addition may be required for access to part of the lower level; for budgeting purposes, this area is assumed to be 225 GSF.

**B. 3. The Township's (Owner's) Program is:**

The Owner's general program requires a complete renovation of the building and renovation and/or replacement of its systems to accommodate the Township's municipal office functions in environmentally-enhanced, energy efficient and functional space. The general intent of program includes expansion of the existing municipal office space into the area previously occupied by the Willingboro Library. A detailed Program will be developed as an integral service under this contract to verify departmental areas and location within building, and specific requirements within departments, with the understanding that previously-stated requirements may need to be modified in order for all departments to fit within the existing structure. The construction will proceed as one continuous operation (no phasing).

**B. 4 The legal parameters are:**

The Township will provide the architect with all surveys necessary to complete the work, and will provide all required hazardous materials investigations and abatement, if required, including such materials as asbestos, mold, contamination, etc., prior to the start of construction. The Township shall engage an Industrial Hygienist to determine extent of mold and related contamination that may be present in the building. Industrial Hygienist's scope of work shall include testing and field analysis, report, and recommendations for removal of mold/contamination. Recommendations shall describe a scope of work that can be bid by appropriate contractors. Architects will communicate proposed new work to Owner's consultants.

**B. 5 The financial parameters are:**

The amount of the Owner's overall budget for the Project, excluding the Architect's compensation, is: \$4,950,000.00 (Four million nine hundred fifty thousand dollars)

The time parameters are:

Programming (included in the Willingboro Municipal Building (WMB) contract scope)

Programming	-----	4-5 weeks
Schematic Design	-----	6 weeks
Owner's Review	-----	4 weeks
Design Development	-----	8 weeks
Owner's Review	-----	4 weeks
Construction Documentation	-----	12 weeks
Owner's Review and DCA Review	-----	6 weeks
Bid/Negotiation/Award	-----	8 weeks

It is noted that time parameters for required state and municipal approvals are estimates for planning purposes and may vary. The final bid documents produced by the Architect will have construction time parameters stated therein as well as a Liquidated damages schedule.

**B.5.1 SCHEDULE OF SERVICES**

Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services:

1. Thirty (30) visits to the site by the Architect over the duration of the Project during Construction
2. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
3. Two (2) inspections for any portion of the Work to determine final completion.

**B. 5. 2** The following Design and Contract Administrations shall be provided by the Architect as a Change in Services in accordance with this agreement:

1. Any Change Orders and Construction Change Directives that require preparation or revision to the Instruments of Service.
2. Providing consultation concerning replacement of Work resulting from fire or other cause during construction;
3. Evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
4. Evaluation of substitutions proposed by the owners Consultants or Contractors if revisions to Instruments of service is required.
5. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
6. Construction Administration Services if the Contractor exceeds the Construction Schedule by more than 10% (ten percent).

**C. PROJECT TEAM**

**C.1 Township/Owner's Designated Representative:**

Remington & Vernick  
95 Grove Street  
Haddonfield, NJ 08033

**C.2 Others, in addition to Owner's representative required to review Architect's submittals:**

Ms. Denise Rose, Township Manager, Township of Willingboro  
Leonard Mason, Construction Code Enforcement Official, Township of Willingboro  
Toni Vetter, Fire Official, Township of Willingboro  
Township Engineer  
Willingboro Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Michael A. Armstrong, Esquire, Solicitor of the Township of Willingboro  
79 Mainbridge Lane  
Willingboro, NJ 08046

**C.3 Architect's Designated Representative(s):**

Randolph Croxton  
475 Fifth Avenue  
New York, NY 10017

**C4. Consultants retained at the Architect's expense:**

Jaros Baum & Bolles (Mechanical, Electrical, Plumbing, Fire Safety) (+Tel/Data & Security Documentation as integrated services)  
Structural Engineer – to be identified  
AccuCost Construction Consultants (Estimating)

Note: If additional consultants are required beyond Basic Service, proposals will be obtained for Township Council's review prior to approval of contracts.



**D. ARCHITECT COMPENSATION (SEE ARTICLES 1 & 6)**

**D.1** For Architectural and Engineering (Basic Services) as described herein, Croxton Collaborative will be paid a lump sum fee of ~~\$453,875.00~~ \$529,675.00. Detailed Invoices will be submitted monthly based on a percentage of work completed in accordance with paragraph D.6 below.

Programming Service fee	of	\$18,500.00
Schematic Design		\$69,776.25
Design Development		\$97,035.00
Construction Documents		\$194,070.00
Bid/Negotiation		\$23,258.75
Construction Administration		\$93,035.00
Normal Reimbursable Expenses		\$34,000.00

TOTAL FEE \$529,675.00

(Five Hundred twenty nine thousand six hundred seventy five dollars)

Normal Reimbursable expenses are reimbursable expenses including, but not limited to, all printing, reproductions, mailing, postage, telephone, travel costs, by way of example and called for herein, arising in connection with the Architect's responsibilities under this agreement, which shall not exceed \$34,000.00. Models and 3-D color renderings will be considered additional expenses undertaken only with written approval of the Township.

**D.2** For Tel/Data, CCA/JBB will coordinate with Owner's consultant and/or vendor for integration of 'black box' technology and locations (servers, routers, etc.) indicated by vendor/consultant and provide infrastructure required for system. For Security systems, CCA/JBB will specify actual equipment and related infrastructure to coordinate with Owner's indication of locations and generic types of required equipment.

**D.3** For Reimbursable Expenses as described above, and any other items included as Reimbursable Expenses, the compensation shall be computed as a multiple of One (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants. (Eliminate Architect's 10% markup for reimbursable expenses.) [see also Article Five]

**D.4** All payments shall be credited to the Owner's account. Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

**D.5** Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Provided however, that the Township reserves the right to withhold up to and including 5%

percent of any phase billings, until all work related to that phase has been approved by the Township and its representative.

**D. 6** The Architect shall provide detailed invoices for all services rendered in connection with this project. All fees charged in the invoices shall be based upon “time & materials” used by the Architect in the service of the Township on this project and for the time period referenced in the invoice. The Architect’s invoice shall provide the employee’s title, a description of tasks employee performed, hours billed, hourly rates and invoiced reimbursables. Invoices shall be supported by documentation and Architect’s sub-consultants invoices where applicable.

**D. 7** If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as provided above in D.3.2.

**D. 8** Payments to the Architect may not exceed the contract amount unless approved in a writing signed by both parties. The Architect shall advise the Township well in advance if it is anticipated that the upset limit will exceed or if a contract adjustment will be required.

**D. 9 Additional Services**

**D. 9.1** Other Additional Services that may be pursued under this contract include, but are not limited to: provisions for Owner’s special equipment (e.g. Police Dept. antenna & Communications systems).

**D. 9.2** The Architect shall be paid for Additional Services as identified in Article 1.3, and D. when authorized in writing, in addition to the Basic Compensation defined above.

**D. 9.3** If the services of Architect are changed, the Architect’s compensation shall be adjusted in accordance with this agreement. Any such adjustment shall be calculated as described below or if no method of adjustment is indicated, in an equitable manner.

**D. 9.4** Basis of Compensation shall be hourly at Croxton Collaborative’s standard hourly rate as noted below:

Director’s Time (R. Croxton/K. Childs).....	\$215.00/hr
Project Manager .....	\$160.00/hr
Project Architect/Sr. Designer .....	\$110.00/hr
Architect/Designer .....	\$80.00/hr
Jr. Architect/Designer .....	\$65.00/hr

**D. 9.5** For a Change in Services of the Architect’s consultants, compensation shall be computed as a multiple of One (1.0) times the amounts billed to the Architect for such services. (Eliminate 15% mark up for subconsultant change orders)

**E. INSURANCE REQUIREMENTS (See Article 14)**

**E.1.** The Professional Liability Insurance carried by the Architect shall be in the amount stated below. Moreover, the Architect shall provide proof of insurance in the amount required, upon execution of this agreement.

One Million Dollars

\$1,000,000.00\_

**F. SUBMISSIONS**

**F.1** The Schematic submission (see Paragraph 1.1.2.) shall be submitted in 12 copies, including electronic data saved on CD ROM media in its native file format.

**F.2.** The Design Development submission (see Paragraph 1.1.5.) shall be submitted in 12 copies.

**F.3.** The Final submission (see Paragraph 1.1.9.) shall consist of 20 sets of signed and sealed specifications for bidding, as well as (2) two copies of the electronic data saved on CD ROM media in its native file format and one (1) reproducible Mylar set of the entire set of plans; paper prints of the final drawings, copies of the specifications, bulletins and addenda, and the original drawings.

**F4.** The Architect shall be responsible for the issuance of all addenda and/or response to any requests for clarifications during the bidding phase.

**G. CONSTRUCTION COST**

It is understood that the limit of funds available for construction, exclusive of land costs, and professional fees is

\$ 4,950,000.00

## **GENERAL CONDITIONS**

### **ARTICLE 1**

#### **ARCHITECT'S SERVICES**

The Architect's Basic Services consist of the services described below and include normal structural, mechanical and electrical engineering services and any other services included herein.

The Township of Willingboro may at any time, issue additional instructions and require additional work or services not covered by this contract. If changes are made after any Phase has been approved by the Township of Willingboro, which changes are agreed upon by the Architect and the Township of Willingboro as requiring substantial reworking of applicable documents, causing the Architect extra drafting or similar expense, the Architect shall be entitled to additional compensation for the cost of the added work and expense as herein defined. The Architect will not be reimbursed for clarification of contract drawings or specifications due to the Architect's own error or omission or for revisions required to meet the cost limitation as set forth in paragraph E. The Architect will be granted reasonable notice and sufficient time to comply with the requirements contained herein.

#### **SCHEMATIC DESIGN PHASE**

**1.1.1** The Architect shall review the program furnished by the Township of Willingboro to ascertain the requirements of the Project and shall confirm such requirements to the Township of Willingboro.

**1.1.2** Based on the established program the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Township of Willingboro. Schematic documents shall consist of the following where applicable:

- Plans, elevations and sections.
- Utility plant evaluation.
- Energy consumption analysis/life cycle costing.
- Space analysis if differing from Program.
- Survey statement (1.1.3).
- Outline specifications.
- Statement of probable construction cost.
- Assistance in presentation for public hearings.

**1.1.3** The Architect shall include with the schematic phase billing a signed statement that the Architect has visited the site, has visually checked the proposed location of major facilities and is satisfied that the survey data submitted are reasonably accurate and meet the Architect's needs as to apparent surface outcroppings, streams, trees, undergrowth and other features that

present unusual conditions which could adversely affect the design, construction or cost of the project. The Architect has the responsibility to notify the Township of Willingboro, prior to bid, of any requirement to provide additional borings to clearly identify soil conditions under final building foundation areas and all areas of excavation for underground utilities. The Architect shall not be held responsible for the basic accuracy of surveys and boring data prepared by others; however, the Architect is not relieved of the responsibility of calling apparent or obvious discrepancies and/or inconsistencies to the attention of the Township of Willingboro.

### **DESIGN DEVELOPMENT PHASE**

**1.1.4** The Architect shall prepare from the approved Schematic Design Studies, for approval by the Township of Willingboro, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, material and such other essentials as may be appropriate.

**1.1.5** Design development drawings, specifications and allied documents shall be prepared in accordance with requirements outlined herein and consisting of the following where applicable:

Site drawings.

Utility distribution systems.

Plans, elevations, sections and other details pertinent to the features of design.

Design analyses sufficiently complete to permit review.

(a) Structural analysis.

(b) Mechanical analysis with line diagrams and utility room sections.

(c) Electrical analysis with line diagrams and load projection.

### **Outline Specifications.**

Statement of Probable Construction Cost in sufficient detail so as to permit evaluation.

### **CONSTRUCTION DOCUMENTS PHASE**

**1.1.6** The Architect shall prepare from the approved Design Development Documents, for approval by the Township of Willingboro, Final Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Township of Willingboro and the Contractor's.

**1.1.7** Final drawings, specification and allied documents shall be based on approved Design Development Documents and shall consist of the following where applicable:

Utility drawing and utility plant drawings.

Design analyses.

Modifications of the Design Development rendering necessary to reflect the completed and approved project design.

Specifications which set forth the requirements for all material and workmanship. Schedules identifying each paragraph or item for which shop drawings and/or samples are to be submitted by each contractor, bound into the specifications of each prime contractor, (i.e., guarantees, maintenance and operating manuals, "Record" drawings, etc.).

**1.1.8** All final drawings will be in digital/electronic based in the versions of Auto CAD 2004 and Microsoft Office 2002 or more recent version.

**1.1.9** The final submission shall set forth in detail the work required for the architectural, structural, mechanical, electrical, utility-connected equipment, and site work including: necessary bidding information, Conditions of the Contract, proposal forms, proposed construction period and final Statement of Probable Construction Cost. The proposed period of construction shall represent to the best of the Architect's knowledge, information and belief, a realistic evaluation of the work involved. Documentation for purposes of supporting applications for State, Federal or other approvals shall be considered part of the submission requirements. The nature of that work shall be determined by regulations of the agencies to which the submission is to be made.

**1.1.10** The Architect shall exercise reasonable care in the preparation of contract documents to conform to all applicable code requirements in effect at the time of issuance of the contract documents. The approval of drawings by the Township of Willingboro is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.

### **BIDDING OR NEGOTIATION PHASE**

**1.1.11** The Architect, following the Township of Willingboro's approval of the Construction Documents and the latest Statement of Probable Construction Cost, shall assist Township of Willingboro in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. The Architect shall be present at any 'negotiations of contracts or opening bids, shall review and tabulate the contractors' proposals and shall submit written recommendations concerning the award of contracts.

### **CONSTRUCTION PHASE**

**1.1.12** Upon completion of design and after construction contracts have been awarded, the Architect shall prepare and submit twelve (12) copies of cost analyses of the project. Such analyses shall identify the major categories of design, by unit cost, and shall be based on actual Construction Contract(s) breakdowns by trade and systems.

**1.1.13** The Construction Phase will commence with the award of the First Construction Contract and will terminate when the final Certificates for Payments are issued by the Township of Willingboro.

**1.1.14** The Architect shall provide administration of the Construction Contract as set forth herein. The extent of the duties and responsibilities and the limitations of the Architect.

**1.1.15** The Architect, as the representative of the Township of Willingboro during the Construction Phase will advise and consult with the Township of Willingboro so that all of the Township of Willingboro's instructions to the Contractors may be issued through the Architect.

**1.1.16** The Architect and those consultants engaged by the Architect shall confer with the Township of Willingboro as may be reasonably required by the Township of Willingboro in connection with the services to be rendered under this contract.

**1.1.17** The Architect shall represent the Township of Willingboro on the site and advise the Contractors of all the Township of Willingboro's instructions and intentions through interpretations of contract documents, conference and/or written communications. The Architect shall have the authority to act on behalf of the Township of Willingboro to the extent provided in this contract. However, the Architect shall not issue change orders or directions involving changes in scope or cost unless prior written authorization has been issued by the Township of Willingboro and received by the Architect.

**1.1.18** The Architect shall, at all times, have access to the work, wherever it is in preparation or progress and shall make *up to Thirty (30) visits* to the site to maintain familiarization, by inspection, conditions, progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. On the basis of *on-site* observation the Architect shall endeavor to guard the Township of Willingboro against omissions, defects and deficiencies in the performance of the Contractor's failure to perform the Work in accordance with the Contract Documents. It shall be the duty of the Architect to have the appropriate consultants visit the site as *frequently* as is deemed necessary by nature of the work in progress.

**1.1.19** The Architect shall not be responsible for delays, acts of negligence or omissions of the Contractors, Subcontractors, or any of the Contractors' or Subcontractors' agents or employees or any other person performing any of the work.

**1.1.20** The Architect shall review the amounts requested by the Contractors and shall make recommendation upon such amounts. The approval of Certificates for Payment shall constitute a representation by the Architect to the Township of Willingboro based on the inspections at the site and on verification of data and amount comprising the Certificate for Payment) that the work has progressed to the point indicated; and that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled to payment by recommending the approval of the Certificate for Payment. The Architect shall not be deemed as representing that the Architect has made any investigation to ascertain how and for what purpose the contractor has used the money paid on account of the previous Certificates.

**1.1.21** The Architect shall evaluate and make specific written recommendations on all claims of the Contractors relating to the execution and progress of the work and on all matters or questions related thereto, and shall attend and actively participate at administrative hearings or settlement conferences in connection with such claims upon notification by the Township of Willingboro. The Architect shall be reimbursed the expenses related to attendance at and preparation for such hearings and conferences when such claims are not the fault of the Architect.

**1.1.22** The Architect, after award of the construction contracts, shall issue an addendum in the number of copies as previously indicated for final documents (and one set on reproducible mylars) after incorporating (a) bulletin information issued after submission of bidding documents and during the bidding period, (b) accepted alternates and (c) changes incorporated in the addendum. These revised drawings shall be identified by showing justifications in the Revision Box (such as, "Revised in accordance with Bulletin A issued during bidding period"), and shall be issued for construction use within thirty (30) days after contract award.

**1.1.23** The Architect shall transfer "Record" conditions from marked, clean and legible prints furnished by the Contractors to final drawings at the conclusion of the Project, thereby converting original drawings to reflect "Record" conditions. The Architect shall note the following statement on the original drawing(s).

"The 'Record' information added to this drawing has been supplied by the contractor. The Architect does not assume the responsibility for its accuracy other than conformity with the design concept and general adequacy of the "Record" information to the best of the Architect's knowledge."

Each drawing bearing this "Record" statement shall be initiated by the individual responsible for transfer knowledge.

**1.1.24** The Architect shall reject work which the Architect observes or inspects and finds does not conform to the Contract Documents. In such cases, the Architect shall advise the Township of Willingboro accordingly of the rejection.

**1.1.25** The Architect shall conduct regular job site meetings with contractors and other involved parties and report on and make recommendations relative to the progress of the work. Such job meetings shall be held at least twice a month or more frequently if required by the Township of Willingboro or by job progress. Minutes of each meeting shall be prepared by the Architect and distributed to all contractors and Township of Willingboro's representatives within five days thereafter.

**1.1.26** The Architect shall evaluate and report on Contractors' cost proposals in connection with contract changes and evaluate and approve or disapprove cost estimates for change orders, or for supplementary work initiated after commencement of the construction phase. All such proposals shall be submitted to the Township of Willingboro for consideration with the Architect's written detailed recommendations and cost evaluations.



1.1.27 The Architect shall check and approve shop drawings, samples, and other submissions of the contractor for conformity with the design concept of the project and for compliance with the contract documents. The Architect shall also render interpretations of the drawings and specification in order that the intent and meaning thereof shall be faithfully carried out and understood by the Contractor(s).

1.1.28 The Architect shall conduct inspections in conjunction with the Township of Willingboro or the Township of Willingboro's designated representative to determine the dates of substantial completion and final completion of the Project.

1.1.29 The Architect shall receive written guarantees and other closeout documents from the Contractors. The Architect shall review all such documents and shall transmit them to the Township of Willingboro.

**1.2 Project Representation Beyond Basic Services:** If more extensive representation is required at the site then that described under Subparagraphs 1.1.13 through 1.1.29 inclusive.

1.2.1 The Township of Willingboro shall provide one or more Representatives on the site, who shall be the Clerk of the Works. Such Clerk of the Works shall be selected, employed and directed by the Township of Willingboro. .

1.2.2 The duties, responsibilities and limitations of authority of the Clerk of the Works may be set forth in an exhibit appended to this Agreement.

1.2.3 Through the on-site inspections, by the Architect of the Work in progress, the Architect shall endeavor to provide further protection for the Township of Willingboro against defects in the Work, but the furnishing of such representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

**1.3 Additional Services:** The following Services shall be provided when authorized in writing by the Township of Willingboro and they shall be paid for by the Township of Willingboro as hereinafter provided.

1.3.1 Providing financial feasibility or other special studies.

1.3.2 Providing planning surveys, site evaluations, environmental studies.

1.3.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

**1.3.4** Providing interior design and other services required for or in connection with the selection of furniture and furnishings. Interior Architectural finishes such as walls, ceilings, floors, carpet, and window blinds are included under basic services. In additions, each room will have furniture layouts to demonstrate functionality and locate telephones and power outlets, etc. Movable furniture and furnishing would be additional and under a separate "FF&E" Contract.

**1.3.5** Providing services for planning tenant or rental spaces.

**1.3.6** Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

**1.3.7** Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

**1.3.8** Making investigations involving detailed appraisals and valuations of existing facilities and surveys or inventories required in connection with construction performed by the Township of Willingboro.

**1.3.9** Providing consultation concerning replacement of any Work damaged by fire or other cause beyond the control of the Architect during construction and furnishing professional services as may be required in connection with the replacement of such Work.

**1.3.10** Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

**1.3.11** Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**1.3.12** Providing services after issuance to the Township of Willingboro of the final Certificate for Payment.

**1.3.13** Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

**1.3.14** Providing services of professional consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

**1.3.15** Providing any other services not otherwise included in this Agreement of not customarily furnished in accordance with generally accepted architectural practice.

**1.3.16** The Architect shall be paid for design work required in the preparation of Change Orders during construction on a Cost-Based Compensation basis or multiple of direct salary cost

as approved by the Township of Willingboro on change in scope or field condition Change Orders. The Architect will not be compensated for the cost of preparing Change Orders resulting from Architect error or omission or cost of documents clarification.

1.3.17 When the construction period of the construction contract is exceeded by more than 20% through no fault of the Architect, the Architect may be reimbursed for additional inspection services for the extended period on a Cost Based Compensation basis as authorized by the Township of Willingboro. The compensation for the extended period subject to reimbursement is to be computed on the Architect's actual costs during the period preceding the closeout process or during the period of least job progress, as appropriate.

## **ARTICLE 2**

### **TOWNSHIP OF WILLINGBORO'S RESPONSIBILITIES**

2.1 The Township of Willingboro shall provide full information, regarding the requirements for the Project.

2.2 The Township of Willingboro shall designate when necessary a representative authorized to act on behalf of the Township of Willingboro with respect to the Project. The Township of Willingboro shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Township of Willingboro shall furnish the Architect with a survey of the building site, giving as applicable, the grades and lines of streets, pavements and adjoining properties, the rights of way, restrictions, easements, encroachments, zoning, boundaries and contours of the building site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees and full information as to existing sewer, water, gas, electrical and other utility services. The Township of Willingboro shall furnish borings and chemical, mechanical or other investigations and tests when required by the Architect to fulfill legal or contract requirements as approved by the Township of Willingboro. The Architect shall be entitled to reasonably rely upon the accuracy of such information.

2.4 The Township of Willingboro will furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Township of Willingboro may require to ascertain how or for what purposes Contractors have used the moneys paid under the Construction Contract.

2.5 The services information, surveys and reports required above shall be furnished at the Township of Willingboro's expense.

2.6 All information required of the Township of Willingboro shall be furnished as expeditiously as necessary for the orderly progress of the Work.

2.7 All documents including drawings and specifications, any changes, revisions or amplifications thereof, as well as all Statements of Probable Construction Cost, shall be subject to the written approval of the Township of Willingboro before the same shall be deemed accepted. The Architect shall not proceed with the preparation of any phase of the work until so directed in writing by the Township of Willingboro.

2.8 If the Township of Willingboro becomes aware of any fault of defect in the Project or nonconformance with the Contract Documents, the Township of Willingboro shall give prompt written notice thereof to the Architect.

2.9 It is agreed by and between the parties to this contract that, whenever the approval or authorization by the Township of Willingboro is required, such shall be in writing and shall be expeditiously given and shall not be unreasonably withheld.

### ARTICLE 3

#### ARCHITECT'S RESPONSIBILITIES

3.1 **Standards of Performance:** Except as otherwise provided herein or by specific instructions from the Township of Willingboro in writing, the Architect shall be held to reasonable standards of professional performance.

3.2 Nothing contained in this contract is intended to relieve the Architect of responsibility for maintaining adequate supervision over the design and also adequate inspection of the construction work in order to endeavor to guard the Township of Willingboro against deficiencies in the design work and the work of the Contractors in compliance with contract drawings and specifications.

3.3 Notwithstanding any other provisions contained herein, the Architect shall not be relieved of liability to the Township of Willingboro, resulting from error, omission or any breach of this contract by the Architect. The Township of Willingboro, immediately upon the discovery of any error, omission or breach, shall give written notification thereof to the Architect and within 10 days of notice to the Architect, shall give written notification to the Architect's Professional Liability Insurance carrier. The Township of Willingboro shall expeditiously initiate such proceedings as may be necessary to fairly determine the exact amount, if any, of the actual damages. The acceptance, approval or payment for any of the drawings, specifications or other work and services performed by the Architect hereunder shall not constitute a release or waiver of any claim the Township of Willingboro has or may have for latent defects, errors, omissions or other breach of this contract on the part of the Architect.

## ARTICLE 4

### DIRECT SALARY COST

4.1 Direct salary cost is defined as base salary paid to technical employees (excluding mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits). Technical employees include architects, engineers, designers, job captains, draftsmen, specification writers and the like, in consultation, research, design, drawing production, specification development and other similar services pertaining to the project. The Architect shall provide Owner with the schedule of base salaries of all technical employees who are engaged on the project, as an addendum to the contract.

## ARTICLE 5

### REIMBURSABLE EXPENSES

5.1 **Reimbursable Expenses Not-to-Exceed:** All Normal Reimbursable Expenses to the Architect are included in the Compensation for Basic and Additional Services. **“Normal” reimbursable expenses are not-to-exceed \$34,000.00.**

5.1.1 Normal Reimbursable expenses are reimbursable expenses including, but not limited to, all printing, reproductions, mailing, postage, telephone, travel costs, by way of example and called for herein, arising in connection with the Architect’s responsibilities under this agreement, which shall not exceed \$34,000.00. Models and 3-D color renderings will be considered additional expenses undertaken only with written approval of the Township.

5.1.2 To the extent possible, the Architect shall provide a schedule anticipating these costs which shall be annexed as a line item in the project costs.

5.1.3 Payment for Extraordinary Reimbursables may be authorized by the Township in writing such as for: **Models and 3-D color renderings.**

## ARTICLE 6

### PAYMENT TO THE ARCHITECT

6.1 Payments on account of the Architect’s Services shall be made as detailed in paragraph B.

**6.2** Payments of fees will be made by Phase periodically in proportion to the work completed by the Architect and as approved by the Township of Willingboro. Payments of fees for the construction administration phase shall be in proportion to the dollar value of work placed. All fees shall be -paid upon presenting invoices in accordance with paragraph D.6 above.

**6.3** In the event that the scope is substantially changed during the design stage, the Architect's fee shall be renegotiated.

**6.4** If the Bidding or Negotiating Phase has not commenced within sixty (60) days after the Architect has submitted the Final Documents to the Township of Willingboro, any fixed limit of Construction Cost established as a condition of this Contract shall be adjusted to reflect changes in the general level of costs which may have occurred in the construction industry in the area in which the Project is located. The adjustment shall reflect changes in construction costs between the date of submission of the Final Documents to the Township of Willingboro and the date on which proposals are sought and shall be as agreed to by the Township of Willingboro and the Architect.

**6.5** In the event that the bids received are in excess of 5% of the approved Architect's final estimate for construction of the project, and changes to drawings and/or specifications are required to meet such approved estimate, the Architect shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the Project, at the request of the Township of Willingboro, as will be necessary to secure a bid that will come within the allocation specified by the Township of Willingboro. Such redesign work and changes to plans shall be undertaken by the Architect at no cost to the Township of Willingboro. The Township will cooperate with the Architect in identifying the adjustments and reductions to the work to achieve the lower bid amount.

If the Architect estimate is in excess of 5% of responsive bids, the Township of Willingboro and the Architect shall review the scope of work, estimates and other bids submitted and the Architect's fee adjusted if appropriate as mutually determined.

**6.6** Upon the acceptance of any alternate(s) in the construction work approved by the Township of Willingboro the Architect's fee shall be renegotiated based upon the increased or decreased efforts involved in the Administration of the Construction Contracts Phase.

**6.7** The Architect shall submit with each invoice a signed statement indicating that associated Architects, Engineers and Consultants have been paid a proportionate share of previous payments made by the Township of Willingboro to which these individuals are entitled as set forth in the approved Cost Based Compensation proposal or multiple of direct salary cost negotiation. No reduction in fees due consultants is to be assessed for administration, coordination or other service unless specifically detailed in negotiated fees or mutually agreed to in writing.

**6.8** The balance of fees due the Architect shall be paid not later than three (3) months after substantial completion of all construction contracts relating to the Project and upon certification by the Architect that all consultants have been paid to date and will be paid the balances due

them within thirty (30) days after the receipt of final payment by the Architect. Final payment to the Architect shall not relieve the Architect of any contractual responsibilities.

**6.9** No deduction shall be made from the Architect's fee for any penalty or liquidated damages charged to any Contractor unless it is determined that there is Architect responsibility under this contract.

## **ARTICLE 7**

### **ARCHITECT'S ACCOUNTING RECORDS**

**7.1** The Architect in signing this contract represents that to the best of the Architect's knowledge the salaries, expenses and other data upon which this contract is predicated are representative salaries and expenses that are presently paid or can be reasonably anticipated at the time of the signing of the contract and the performance of the work.

**7.2** The Architect agrees to keep all applicable weekly payroll and accounting records for services performed on a Cost-Based Compensation basis, including records of reimbursable expenses and expenses pertaining to additional services on the project in accordance with generally accepted accounting principles and practices, and further agrees that all such records will be made available to the Township of Willingboro or the Township of Willingboro's authorized representative for purpose of audit by the Township of Willingboro upon reasonable demand made thereof at any time during the term of this contract and for a period of three years thereafter.

**7.3** If the Township of Willingboro undertakes an audit of accounting records and such audit results in a finding of excessive profit due to improper statement of hourly rates, overhead, time required, or other estimated cost of data upon which the contract was negotiated, the Township of Willingboro has the authority to reduce the stipulated fee to an amount considered commensurate with the actual scope of work.

## **ARTICLE 8**

### **TERMINATION OF AGREEMENT**

**8.1** If for any reason the Project should be abandoned, suspended or postponed, the Township of Willingboro may terminate this contract upon seven (7) days written notice to the Architect. Upon receipt of such notice, unless otherwise directed, the Architect shall immediately discontinue all work hereunder at that point. The Township of Willingboro shall have the right to audit all of the Architect's records pertaining to this project. Upon such termination, the Architect shall be paid in accordance with the following:

**8.1.1** Where compensation is based on a stipulated sum, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this contract, less payments previously made.

**8.1.2** Where compensation is based on a multiple of direct salary cost, the Architect shall be paid based upon the full extent of services directed and rendered.

**8.2** Payment under paragraphs 8.1.1 and 8.1.2 shall include all reimbursable expenses and additional compensation.

**8.3** If the project is postponed, suspended or delayed for a period of more than six (6) months, the Architect's compensation may be subject to renegotiation by mutual agreement.

## **ARTICLE 9**

### **OWNERSHIP OF DOCUMENTS**

**9.1** The original and electronic drawings, revised to reflect "Record" conditions, shall be transmitted to the Township of Willingboro and become the property of the Township of Willingboro. The Architect, for record purposes, may produce a set of prints or reproduces of those drawings prior to transmittal to the Township of Willingboro.

**9.2** It is understood and agreed between the parties to this contract that all documents including Drawings and Specifications furnished by the Architect pursuant to this Agreement are instruments of service in respect of this Project only. Any reuse without specific written approval, verification or adaptation by the Architect will be at the Township of Willingboro's sole risk and without liability or legal exposure to the Architect.

## **ARTICLE 10**

### **SUCCESSORS AND ASSIGNS**

**10.1** The Township of Willingboro, in its official capacity, and the Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement. Neither the Township of Willingboro nor the Architect shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.



10.1.1 When the Architect is not a sole proprietorship, in the event of the death or disablement of one of the Principals, the surviving principals shall thereupon notify the Township of Willingboro in writing within seven (7) days of their intent to assume full responsibility for the performance of this contract. In such event the Township of Willingboro may terminate this contract upon seven (7) days written notice to the surviving principals or may authorize the surviving principals to assume the full responsibility for the completion of this contract.

10.1.2 Upon termination of the contract pursuant to the provision of this article, notwithstanding any provisions to the contrary provided in the Agreement, the Architect shall be entitled to received as full compensation for services rendered to the date thereof, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this contract less payments previously made.

## **ARTICLE 11**

### **DISPUTES BETWEEN THE ARCHITECT AND OTHER PARTIES**

11.1 The Township of Willingboro shall be, in the first instance, the interpreter of the requirements of this contract and the impartial judge of the Architect's performance hereunder. The Township of Willingboro shall not side with the Architect, or with the Contractors, but shall use its powers to enforce faithful performance by all. Disputes between the parties will be resolved through established administrative policies and procedures. The first step in this process is for either party to request, in writing, a Hearing before the Township of Willingboro Council. If the decision rendered by the Township of Willingboro as a result of the hearing is not accepted by the parties concerned, the next step that may be taken is either one of mediation or litigation.

11.1.1 The Contractors or parties necessary to the performance of this contract, who are working on the same project as the Architect, may also request a Hearing should they have any claim, dispute or matter in question arising out of or relating to their individual contracts or their respective responsibilities. The Architect will be required to participate in such Hearing either as a party to the dispute or as Township of Willingboro's witness.

### **DISPUTES BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE ARCHITECT**

11.1.2 The Architect shall request an initial hearing with Township Council, with no additional cost to the Township of Willingboro or to the Architect, of any claim, dispute or matter in question arising out of or relating to this contract.

11.1.3 Based upon the Council's findings of fact the Council will make a decision. Such action on the part of the Township of Willingboro shall be expeditiously taken. The Township

may retain the services of an expert(s) to act as a fact finding officer and to render a report to Council to assist Council in reaching its decision. Except as otherwise provided in this contract, disputes and claims concerning a question of fact arising under this contract which are not disposed of by mutual agreement shall be reviewed by the Township of Willingboro which shall reduce a decision to writing and notify the Architect. Pending such final decision, the Architect shall have no recourse to Court actions, assuming that the aforesaid administrative procedures take place within a reasonable amount of time.

11.1.4 Pending final decision of such claim or dispute, the Architect and consultants shall proceed diligently with the performance of their contract responsibilities.

### **DISPUTES BETWEEN THE ARCHITECT AND CONTRACTOR(S)**

11.2 The Architect agrees to make no claim for damages against the Township of Willingboro, when the Township of Willingboro has no direct responsibility for said damages, by reason of any act, error or omission, by any contractor, or in connection with such contractor. The Architect shall have a right to recover such damages from the Contractor, under the following provision:

11.2.1 Should any contractor or Architect on the same project and under contract with the Township of Willingboro, by their own acts or by acts of a person(s) in their employ, in any way damage or delay the work of the other parties by not properly cooperating with them or by not affording them such opportunity, or facility to perform the work as may be specified, then, the Architect or Contractor(s) concerned agrees to pay all costs and expenses incurred by the parties in the actions of settlement, arbitration or litigation, except in those cases involving death or bodily injury. Nothing contained herein shall relieve said Contractors of the Architect, from any liability or damage resulting to the Township of Willingboro on account of such dispute or damages.

11.2.2 The above provisions shall not require the Architect to consider modifications of any nature proposed by any Contractor which affect esthetics or safety; to consider modifications or substitutions proposed by any Contractor unless accompanied by engineering and other technical data required to permit proper evaluation and unless the Contractor has undertaken to reimburse the Architect for all costs involved in the evaluation; to provide interpretation of the Contract Documents or review shop drawings within less than a reasonable time (including time required for testing and consultation with consultants); to consider shop drawings which are not accompanied by data and other related shop drawings as required to permit proper review; or to act on shop drawings within a normal time when they are submitted in unusually great volume rather than spaced in a reasonable manner. In no case shall the Architect be required to perform his services in a manner which is at variance with his own professional judgment.

## **NON-BINDING MEDIATION**

### **11.3 Non-binding Mediation**

**11.3.1** Pursuant to *N.J.S.A. 40A:11-50*, disputes arising under this Contract shall be submitted to non-binding mediation pursuant to industry standards prior to being submitted to a court for adjudication.

**11.3.2** Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C.40A:11-1 *et. seq.*)

**11.3.3** For purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management."

## **LITIGATION**

**11.4** The Township of Willingboro and the Architect may mutually agree in writing to forgo non-binding mediation as set forth in Article 11.3 and proceed to litigate their dispute in a court of law in the State of New Jersey.

**11.4.1** No litigation, arising out of, or relating to such a dispute, shall include, by consolidation, joinder or any other manner, the State of New Jersey when the state has no direct responsibility in the dispute or for the damages arising therefrom.

**11.4.2** Nothing contained herein shall, however, relieve said Contractor(s), Architect, from any liability or damage resulting to the State on account of such dispute or damages.

## **INDEMNIFICATION**

**11.5** The Architect agrees to: Except as set forth in Article 9 above, defend, indemnify, protect and save harmless the Township and its agents, servants, and employees from and against any and all suits, claims, demands, or damages of whatsoever kind of nature arising solely out of any negligent act, error or omission of the Architect, its agents, servants and employees, in the performance of professional services under this contract, including but not limited to reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or awards.

**11.5.1** The Architect shall be liable to the Township for any reasonable costs incurred by it to correct, modify or redesign any drawings submitted by the Architect that are found to be

defective or not in accordance with the provisions of this agreement as a result of negligent act, error or omission on the part of the Architect, agents, servants or employees. The Architect shall be given reasonable opportunity to correct any deficiencies.

## **ARTICLE 12**

### **EXTENT OF AGREEMENT**

**12.1** This contract represents the entire and integrated agreement between the Township of Willingboro and the Architect. It supersedes all prior negotiations, representations or agreements, either written or oral. The terms, conditions and provisions of the contract cannot be modified or varied except by agreement between Architect and the Township of Willingboro.

**12.2** Waiver of any part of this Agreement shall not be deemed a waiver of any other part.

## **ARTICLE 13**

### **GOVERNING LAW**

**13.1** The Architect does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner that is contrary to the laws of the State of New Jersey, and that the said Architect has not and shall not violate said laws of New Jersey relating to the procurement of or the performance under this contract, by any conduct, including the paying or gratuity of any kind, directly or indirectly to any Township employee or officer. Violation of this provision shall be cause for the Township of Willingboro to immediately terminate this contract and to retain all unpaid and/or unearned fees.

**13.2** Any written notice intended to be given hereunder to the Architect or to the Township of Willingboro respectively, shall be validly and sufficiently served if addressed and mailed by Certified Mail to said Architect at the address set forth hereinabove, or to the Township of Willingboro, Willingboro Municipal Complex, Salem Road, New Jersey 08046, as the case may be.

**13.3** This Agreement, any and all claims and disputes arising out of this agreement, and the project named herein, shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

## ARTICLE 14

### OTHER CONDITIONS OR SERVICES

**14.1 Publicity:** Publicity and/or public announcements pertaining to the Project shall be cleared by the Township of Willingboro in writing prior to release. The Architect, however will have the right to photograph the project at his own expense and use those photographs for his portfolio, and professional purposes.

**14.2 Affirmative Action:** The Architect certified that all subcontracts negotiated by the Architect shall include the following paragraphs as required by the (P.L. 1975 Chap. 127) and which also pertain to this contract:

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, natural origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, natural origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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 or sex.
- c. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the State of New Jersey, as amended and supplemented from time to time.

- e. 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 the Regulations promulgated by the State of New Jersey, as amended and supplemented from time to time or in accordance with a binding determination of the applicable employment goals determined by the Affirmative Action Office pursuant to the Regulations of the State of New Jersey, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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 decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- h. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.”

**NOTE:**

Provisions (d), (e), (f), (g), or (h) are not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

**14.2.1** The Architect, along with his consultants, agrees to comply with the provisions of Public Law 1975, Chapter 127.

**14.3 Insurance:** The Architect agrees to carry professional liability insurance of the types necessary to protect the Architect from any professional liability arising under this agreement. Said insurance shall be at least as stated in paragraph C: \$1,000,000.00, unless approved otherwise and shall be maintained in force by the Architect from the date of this agreement until a date at least six months following the actual completion and acceptance of the project by the Township of Willingboro.

**14.3.1** Provide the Township of Willingboro with evidence of the Architect’s insurance in accordance with the foregoing provisions. Such evidence of insurance shall provide for thirty days’ notice in writing to the Township of Willingboro prior to cancellation, expiration or non-renewal.

14.3.2 In the event that the Architect provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Architect is required by the terms of this agreement to maintain insurance, said certificates shall be acceptable, but the Architect shall be obligated to renew the professional liability insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Township is continuously in possession of evidence of the Architect's insurance in accordance with the foregoing provisions.

14.3.3 The Township shall as soon as practicable after a claim has been made against it give written notice thereof to the Architect along with full and complete particulars of the claim. If suit is brought against the Township, the Township shall promptly forward to the Architect copies of every demand, complaint, notice, summons, pleadings, or other process served on it or its representatives.

**14.4 Other Consultants:** Should the Township of Willingboro and the Architect determine that the unique nature of the Project requires the services of other consultants (e.g. traffic, soils, electronic data programmers, automation and computerization consultants, etc.), such consultants may be engaged by the Architect at a fee to be established and approved by the Township of Willingboro in writing and reimbursed to the Architect in addition to all other fees, costs and expenses for which provision is otherwise made herein. All such consultants shall be qualified and competent and shall be selected by the Architect and be subject to the written approval of the Township of Willingboro. Written requests for approval of consultants shall fully describe the scope of the work for which consultants are being engaged.

**14.5 Agreement for Personal Services:** The contract contemplates personal services and the Architect shall not assign or transfer his interest therein without the written consent of the Township of Willingboro.

**14.6 Responsibility to Township of Willingboro:** The Architect shall take no action at the direction of any representative of the Township except as authorized in writing by the Township of Willingboro.

**14.7 Conflict of Interest:** The Architect shall make known to the Township of Willingboro any interest in/or association with any contractor, material supplier or manufacturer on this Project just as soon as such interest is identifiable.

IN WITNESS WHEREOF, the Township of Willingboro and the Architect have executed this agreement this 8<sup>th</sup> day of March 2005

Attest:

On behalf of the Township of Willingboro

*Dorie Reed*

*Eddie Campbell, Jr.*  
Eddie Campbell, Jr., Mayor

Witness:

On behalf of Croxton Collaborative Architects, L.L.C.

*Karen in Childs*

*Rudolph R. Cyntr*  
Architect *President*



CROXTON COLLABORATIVE ARCHITECT, LLC  
Planning, Architecture & Interior Design

1 January 2005

Names, titles and annual salary for architectural personnel:

a. Kirsten Childs, ASID	Director of Interior Design	\$154,000.00
b. Lauren J. Reiter, AIA	Sr. Associate	\$130,000.00
b. John Seitz, AIA	Project Manager	\$105,000.00
c. Tom Abraham	Architect	\$75,000.00
c. Christopher Garvin, AIA	Architect	\$72,000.00
c. Jean Hahn*	Architect	\$72,000.00
d. Darren Hoppa	Designer	\$58,000.00
d. Daniel Jaconetti	Designer	\$40,000.00
e. Nenita Go	Research	\$56,000.00

\*Please note: J. Hahn is on employment/transition program from Consulting For Architects, NYC

*Randolph R. Croton*  
*March 8, 2005*

**RESOLUTION No. 2005 - 30**  
**A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO**  
**ENTER INTO A DATA SHARING AGREEMENT FOR GEOGRAPHIC**  
**INFORMATION SYSTEM DIGITAL FILES**

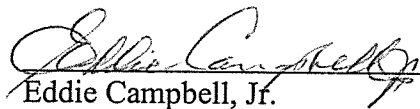
**WHEREAS**, certain data and information has been organized by the Township of Willingboro and by the County of Burlington into a digital electronic mapping format for use in various projects; and

**WHEREAS**, a Data Sharing Agreement between the Township of Willingboro and the Burlington County Board of Chose Freeholders through its Office of Information Technology, GIS Section, will allow the Township's officials to access to the digital Geographic Information System (GIS) data; and


**WHEREAS**, the Township Council of the Township of Willingboro finds that it is in the best interest of the Township of Willingboro to have access to this information for projects involving engineering, land use, environmental, transportation, stormwater drainage planning; and

**WHEREAS**, the Mayor of the Township of Willingboro, is hereby authorized to execute the GIS Data Sharing Agreement on behalf of the Township of Willingboro; and

**NOW THEREFORE, BE IT RESOLVED**, on this 5<sup>th</sup> day of April, 2005, by the Township Council of the Township of Willingboro assembled in public session, in the County of Burlington and State of New Jersey, that, this Resolution shall take effect immediately upon passage and that a copy of this resolution shall be forwarded to the Burlington County Board of Chosen Freeholders for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

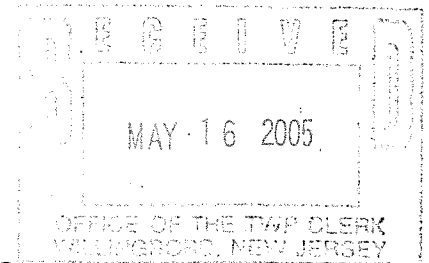
Attest:

  
Marie Annese, RMC  
Township Clerk

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

Date: \_\_\_\_\_

Res.# \_\_\_\_\_



**DATA SHARING AGREEMENT  
GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES**

THIS AGREEMENT (having a term which expires December 31, 2007) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter referred to as the "Board") and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

**WITNESSETH:**

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation;

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the GIS tax parcel and Engineering topographic databases (and all associated Information of those databases). The GIS tax parcel database may be released if the receiver of the information is a governmental, educational or non-profit agency and fits the exclusions as indicated in the Burlington County GIS Section Data Distribution Policy (other restrictions may apply). The Board's agent in releasing this information and administering this agreement will be the Burlington County Data Processing Center.

2. The Parties shall be allowed to use the Information for internal projects and shall not disseminate the Information or any part thereof to any public or private agency, person or group without the data originators' (one of the Parties) prior written approval. Requests for release of some or all of Burlington County's part of the Information shall be directed to the Burlington County Data Processing Center.

3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:

(a) The Parties shall only use the Information for internal use.

(b) The Parties shall not release, give, sell, lend, lease or convey in any manner the Information in digital form to any person. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.

(c) The Parties makes no representations of any kind, including but not limited to, warranties

Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.

7. The Parties shall not hold each other liable for any and all damages, including consequential damages, to any equipment of the Recipient caused by the use or attempted use of the Information. Receivers of Information hereby acknowledge the following:

The Information can be provided in DXF (Digital Exchange Format) files or Arc/Info Interchange format (\*.e00 format). The receiving Party of the Information shall be solely responsible for any further translation of files into other formats. If any of the above options are selected, the sending Party shall not be responsible for errors or inaccuracies created in the translation process.

The Information's transfer media options will include recordable CD (CD-R), zip discs, 3.5" high density diskette or email. Files will be made available in DOS or UNIX formats. DOS diskette files may be compressed if desired. The media itself that will be used in the transfer can be provided one of two ways; 1.) the receiving Party provides the media for the transfer, or 2.) the sending Party provides the media at cost and the receiver retains ownership of media. If option 2 is used, the receiver agrees to pay the sender in full within 45 days of receipt of the Information.

8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the Information.

9. The Parties may not assign this agreement.

10. The wavier of a breach of any provision of this Agreement by the Board shall not operate or be construed as a wavier of any subsequent breach. The Board's failure to declare the other Party in breach of this contract shall not constitute wavier thereof.

11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

**GEOGRAPHIC INFORMATION SYSTEMS  
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Office of Data Processing, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

**Willingboro Township**

*[Signature]*

April 6, 2005  
Date

Attest: *[Signature]*

**Remington & Vernick Engineers**

*Edward Vernick*

4/18/05  
Date

Attest: *Kelene M. Lonkety*

**County of Burlington**

*Augustus M. Moxa*  
Frederick F. Galdo, County Administrator

5-2-05  
Date

Attest: *Sharon Matagano*



# TOWNSHIP OF WILLINGBORO

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

18  
April 12, 2005

Burlington County  
Board of Chosen Freeholders  
49 Rancocas Road  
Mount Holly, New Jersey 08060

Re: Data Sharing Agreement  
Geographic Information System  
Digital Files

Dear Sir/Madam:

Attached is a certified copy of Resolution No. 2005 – 30, regarding the above, which was adopted by Willingboro Township Council at their meeting of April 5, 2005.

Also attached you will find four copies of the Agreement. All have been signed by Mayor Campbell and Remington & Vernick, Township Engineer.

It would be appreciated if you would execute the Agreement and return a copy to this office. Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

Date: \_\_\_\_\_

Res.# \_\_\_\_\_

**DATA SHARING AGREEMENT  
GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES**

THIS AGREEMENT (having a term which expires December 31, 2007) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter referred to as the "Board") and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

WITNESSETH:

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation;

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the GIS tax parcel and Engineering topographic databases (and all associated Information of those databases). The GIS tax parcel database may be released if the receiver of the information is a governmental, educational or non-profit agency and fits the exclusions as indicated in the Burlington County GIS Section Data Distribution Policy (other restrictions may apply). The Board's agent in releasing this information and administering this agreement will be the Burlington County Data Processing Center.

2. The Parties shall be allowed to use the Information for internal projects and shall not disseminate the Information or any part thereof to any public or private agency, person or group without the data originators' (one of the Parties) prior written approval. Requests for release of some or all of Burlington County's part of the Information shall be directed to the Burlington County Data Processing Center.

3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:

(a) The Parties shall only use the Information for internal use.

(b) The Parties shall not release, give, sell, lend, lease or convey in any manner the Information in digital form to any person. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.

(c) The Parties makes no representations of any kind, including but not limited to, warranties

of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the Information furnished pursuant to this agreement.

(d) Any maps, publications, reports or other documents produced as a result of the use of Burlington County's Information as received pursuant to a data sharing agreement entered into by the New Jersey Department of Environmental Protection (NJDEPE) and Burlington County shall credit the Burlington County Geographic Information System and the NJDEPE Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County and New Jersey Department of Environmental Protection Geographic Information Systems.

This (map/publication/report) is a secondary product and has not been verified by the County of Burlington or the New Jersey Department of Environmental Protection. It is not authorized by either party.

(e) Any maps, publications, reports or other documents produced as a result of the use of data created by Burlington County shall credit the Burlington County Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County Geographic Information System. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington. It is not authorized by the County of Burlington.

(f) The Parties are responsible for understanding the accuracy limitations of the digital data layers in the information and will use the information accordingly. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remains intact.

(g) A digital copy of any improvements, corrections or modifications that are made to the original data must be returned to the respective Party in a reasonable period of time from their creation date. The digital format used for the return will be the same as the format used to transfer the data from the original holder of the Information (one of the Parties specified in this agreement.).

(h) Documentation, or metadata, must be provided for all data that is transferred as original data or as later revisions. The metadata will include, but not be limited to, manuscript mapping sources, manuscript mapping methodology, manuscript map projection, manuscript mapping criteria, general hardcopy to digital conversion methodology statement (if applicable), manuscript scale, names and category descriptions of any classification systems used, coordinate system & datum data was created in, accuracy statement, and description of unique fields in the database. If any of the above information is not known to the preparer of the metadata, this must be indicated and the remaining information provided.

4. In the event one of the Parties determines that it is necessary to seek judicial relief for the others violation of the above-described restrictions, the Party in violation thereof shall be responsible for all costs, including attorney fees, incurred by the Party seeking judicial relief.

5. In addition to the Parties' right to seek judicial relief in the event of violation of said restrictions by the violator's use of the Information, the Party seeking judicial relief shall have the right to seek damages therefor from the violating Party, including but not limited to, triple the cost of the benefit realized by the violating Party for each improper use of the Information in each individual project.

6. Both Parties shall not hold each other liable for any and all damages, whether direct, indirect, special, incidental or consequential, arising out of acceptance or use of the Information. The Parties acknowledge and agree to assume the risk of any and all inaccuracies contained in the Information. The



Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.

7. The Parties shall not hold each other liable for any and all damages, including consequential damages, to any equipment of the Recipient caused by the use or attempted use of the Information. Receivers of Information hereby acknowledge the following:

The Information can be provided in DXF (Digital Exchange Format) files or Arc/Info Interchange format (\*.e00 format). The receiving Party of the Information shall be solely responsible for any further translation of files into other formats. If any of the above options are selected, the sending Party shall not be responsible for errors or inaccuracies created in the translation process.

The Information's transfer media options will include recordable CD (CD-R), zip discs, 3.5" high density diskette or email. Files will be made available in DOS or UNIX formats. DOS diskette files may be compressed if desired. The media itself that will be used in the transfer can be provided one of two ways; 1.) the receiving Party provides the media for the transfer, or 2.) the sending Party provides the media at cost and the receiver retains ownership of media. If option 2 is used, the receiver agrees to pay the sender in full within 45 days of receipt of the Information.

8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the Information.

9. The Parties may not assign this agreement.

10. The wavier of a breach of any provision of this Agreement by the Board shall not operate or be construed as a wavier of any subsequent breach. The Board's failure to declare the other Party in breach of this contract shall not constitute wavier thereof.

11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

\_\_\_\_\_

Date:

Attest: \_\_\_\_\_

(SEAL)

WILLINGBORO TOWNSHIP

*Ellie Campbell*

Date:

*Apr 06, 2005*

Attest:

*Doree Greese*

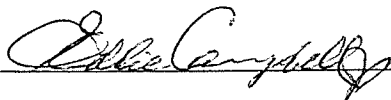
**GEOGRAPHIC INFORMATION SYSTEMS  
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

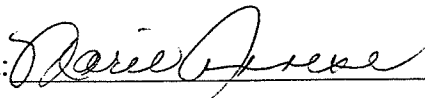
All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Office of Data Processing, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

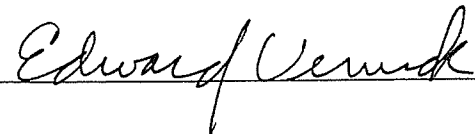
**Willingboro Township**



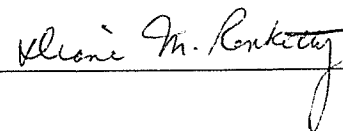
April 6, 2005  
Date

Attest: 

**Remington & Vernick Engineers**



4/18/05  
Date

Attest: 

**County of Burlington**

\_\_\_\_\_  
Frederick F. Galdo, County Administrator

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

# LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511  
FACSIMILE: (609) 877-7755



PLEASE REPLY TO WILLINGBORO

586 CENTRAL AVENUE, SUITE 10-14  
EAST ORANGE, NEW JERSEY 07018

MICHAEL A. ARMSTRONG+  
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE  
Email: chb@armstronglawfirm.com

JAMES R. URQUHART  
Email: jru@armstronglawfirm.com

TIFFANY M. WILLIAMS◆  
Email: tmw@armstronglawfirm.com

+ MEMBER NJ & NY BARS  
▲ MEMBER NJ & PA BARS  
◆ MEMBER NJ, DC & MA BARS

March 3, 2005

VIA FACSIMILE and Regular Mail

John A. Jablonski  
Director of Information Technology  
Department of Information Technology  
Burlington County Board of Chosen Freeholders  
49 Rancocas Road, Room 111  
P.O. Box 6000  
Mount Holly, NJ 08060-6000

RE: GIS Data Sharing Agreement

Dear Mr. Jablonski:

We represent the Township of Willingboro as its Solicitor. We have reviewed the agreement to provide for Geographic Information Services data sharing Agreement with the County. The Township Council wants to enter the Agreement for these services. However, Council is unable to agree with the following paragraphs as written 4, 5 and 8. Presently they have omitted them.

We have also consulted with the League of Municipalities which has expressed concerns about the propose language in paragraph 5 in particular as well. In addition, this language does not appear in other counties' GIS data sharing agreements.

Very truly yours,

A handwritten signature in cursive script that reads "Cristal Holmes-Bowie".

Cristal Holmes-Bowie

cc: Michael A. Armstrong, Solicitor  
Eddie Campbell, Jr., Mayor  
Council of the Township of Willingboro  
Denise M. Rose, Township Manager

Date: \_\_\_\_\_

Res.# \_\_\_\_\_

**DATA SHARING AGREEMENT  
GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES**

THIS AGREEMENT (having a term which expires December 31, 2007) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter referred to as the "Board") and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

WITNESSETH:

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation;

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the GIS tax parcel and Engineering topographic databases (and all associated Information of those databases). The GIS tax parcel database may be released if the receiver of the information is a governmental, educational or non-profit agency and fits the exclusions as indicated in the Burlington County GIS Section Data Distribution Policy (other restrictions may apply). The Board's agent in releasing this information and administering this agreement will be the Burlington County Data Processing Center.

2. The Parties shall be allowed to use the Information for internal projects and shall not disseminate the Information or any part thereof to any public or private agency, person or group without the data originators' (one of the Parties) prior written approval. Requests for release of some or all of Burlington County's part of the Information shall be directed to the Burlington County Data Processing Center.

3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:

(a) The Parties shall only use the Information for internal use.

(b) The Parties shall not release, give, sell, lend, lease or convey in any manner the Information in digital form to any person. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.

(c) The Parties makes no representations of any kind, including but not limited to, warranties

of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the Information furnished pursuant to this agreement.

(d) Any maps, publications, reports or other documents produced as a result of the use of Burlington County's Information as received pursuant to a data sharing agreement entered into by the New Jersey Department of Environmental Protection (NJDEPE) and Burlington County shall credit the Burlington County Geographic Information System and the NJDEPE Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County and New Jersey Department of Environmental Protection Geographic Information Systems.

This (map/publication/report) is a secondary product and has not been verified by the County of Burlington or the New Jersey Department of Environmental Protection. It is not authorized by either party.

(e) Any maps, publications, reports or other documents produced as a result of the use of data created by Burlington County shall credit the Burlington County Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County Geographic Information System. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington. It is not authorized by the County of Burlington.

(f) The Parties are responsible for understanding the accuracy limitations of the digital data layers in the information and will use the information accordingly. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remains intact.

(g) A digital copy of any improvements, corrections or modifications that are made to the original data must be returned to the respective Party in a reasonable period of time from their creation date. The digital format used for the return will be the same as the format used to transfer the data from the original holder of the Information (one of the Parties specified in this agreement.).

(h) Documentation, or metadata, must be provided for all data that is transferred as original data or as later revisions. The metadata will include, but not be limited to, manuscript mapping sources, manuscript mapping methodology, manuscript map projection, manuscript mapping criteria, general hardcopy to digital conversion methodology statement (if applicable), manuscript scale, names and category descriptions of any classification systems used, coordinate system & datum data was created in, accuracy statement, and description of unique fields in the database. If any of the above information is not known to the preparer of the metadata, this must be indicated and the remaining information provided.

4. *In the event one of the Parties determines that it is necessary to seek judicial relief for the others violation of the above described restrictions, the Party in violation thereof shall be responsible for all costs, including attorney fees, incurred by the Party seeking judicial relief.*

5. *In addition to the Parties' right to seek judicial relief in the event of violation of said restrictions by the violator's use of the Information, the Party seeking judicial relief shall have the right to seek damages therefor from the violating Party including, but not limited to, treble the cost of the benefit realized by the violating Party for each improper use of the Information in each individual project.*

6. Both Parties shall not hold each other liable for any and all damages, whether direct, indirect, special, incidental or consequential, arising out of acceptance or use of the Information. The Parties acknowledge and agree to assume the risk of any and all inaccuracies contained in the Information. The

Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.

7. The Parties shall not hold each other liable for any and all damages, including consequential damages, to any equipment of the Recipient caused by the use or attempted use of the Information. Receivers of Information hereby acknowledge the following:

The Information can be provided in DXF (Digital Exchange Format) files or Arc/Info Interchange format (\*.e00 format). The receiving Party of the Information shall be solely responsible for any further translation of files into other formats. If any of the above options are selected, the sending Party shall not be responsible for errors or inaccuracies created in the translation process.

The Information's transfer media options will include recordable CD (CD-R), zip discs, 3.5" high density diskette or email. Files will be made available in DOS or UNIX formats. DOS diskette files may be compressed if desired. The media itself that will be used in the transfer can be provided one of two ways; 1.) the receiving Party provides the media for the transfer, or 2.) the sending Party provides the media at cost and the receiver retains ownership of media. If option 2 is used, the receiver agrees to pay the sender in full within 45 days of receipt of the Information.

~~8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the information.~~

9. The Parties may not assign this agreement.

10. The wavier of a breach of any provision of this Agreement by the Board shall not operate or be construed as a wavier of any subsequent breach. The Board's failure to declare the other Party in breach of this contract shall not constitute wavier thereof.

11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

\_\_\_\_\_

Date:

Attest: \_\_\_\_\_

(SEAL)

WILLINGBORO TOWNSHIP

\_\_\_\_\_

Date:

Attest: \_\_\_\_\_



**GEOGRAPHIC INFORMATION SYSTEMS  
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Office of Data Processing, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

**Willingboro Township**

\_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**Remington & Vernick Engineers**

\_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**County of Burlington**

\_\_\_\_\_  
Frederick F. Galdo, County Administrator

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**GEOGRAPHIC INFORMATION SYSTEMS  
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Office of Data Processing, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

**Willingboro Township**

*[Signature]*

3/3/05  
Date

Attest: *[Signature]*

**Remington & Vernick Engineers**

\_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**County of Burlington**

\_\_\_\_\_  
Frederick F. Galdo, County Administrator

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

\_\_\_\_\_

Date:

Attest: \_\_\_\_\_

(SEAL)

WILLINGBORO TOWNSHIP

*Jill Campbell*  
\_\_\_\_\_

Date:

3/3/05

Attest:

*Doreen*  
\_\_\_\_\_






**RESOLUTION NO. 2005 - 31**

WHEREAS, the need exists for the services of a professional Consultant to examine and evaluate the administrative and organizational context in which fire service function exists in Willingboro and provide recommendations to improve the operational efficacy; and


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

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

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Government Management Advisors, LLC, 40 Yorktown Road, East Brunswick, N. J. in an amount not to exceed \$4,450.00 (item below bid threshold); and
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published 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	✓			

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: 02/08/05  
Resolution Number: 2005-31

Vendor: GOVERN GOVERNMENT MANAGEMENT ADV LLC  
40 YORKTOWN ROAD  
EAST BRUNSWICK, NJ

Contract: 05-00001 PROFESSIONAL SERVICES

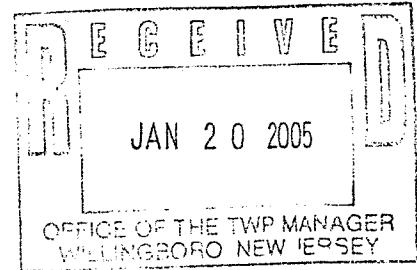
Account Number	Amount	Department
5-01-20-155-000-299	4,450.00	TOWNSHIP ATTORNEY (LEGAL DEPT)
Total	4,450.00	

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

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

GOVERNMENT MANAGEMENT ADVISORS, LLC  
GREGORY C. FEHRENBACH, PRINCIPAL

January 19, 2005



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

Dear Ms. Rose

Thank you for meeting with me last Wednesday and providing me the opportunity to review the administrative code and original ordinances. I especially appreciated the opportunity to meet with the current Fire Chief. Thank you also for the opportunity to present this proposal.

Enclosed is Government Management Advisor's proposal for this examination and evaluation of the administrative and organizational context in which the fire service function exists in Willingboro and for recommendations to improve its operational efficacy. Also enclosed is a brief copy of my resume.

I would be pleased to answer any questions you may have at your convenience. Thank you for the opportunity to provide you with the enclosed proposal.

Sincerely,



Gregory C. Fehrenbach  
Principal

Attachments:    Proposal  
                      Resume

**RESPONSE TO REQUEST FOR PROPOSAL  
TOWNSHIP OF WILLINGBORO  
SUPERVISION AND OVERSIGHT OF FIRE CHIEF AND DEPARTMENT OF FIRE**

Submitted by Government Management Advisors, LLC (GMA)  
Gregory C. Fehrenbach, Principal  
BRC#  
19 January 2005

**Project Goal**

From discussions with the Special Events Coordinator and the Township Manager, it is my understanding that the Township seeks

- an analysis of the current table of organization as it relates to position of Fire Chief and the community's fire service in general,
- an analysis of the evolving role of the Board of Fire Commissioners,
- providing alternative organizational structures that will better define the roles and responsibilities of the Fire Chief, Board of Fire Commissioners, Director of Public Safety, Township Manager and Township Council regarding fire issues, and
- providing recommendations for an amendment to the administrative code that improves the efficiency and efficacy of the fire prevention and suppression functions within the Township.

**Scope of Services**

The services proposed herein include the following:

The Consultant will

- review, analyze and present the extant table of organization and official relationships of positions involved in Willingboro's fire service as set forth in the Administrative Code as it has evolved since 1961.
- Interview representatives of the Township government and fire service to understand fully the context of the issue.
- Define the objectives and desired outcomes that any chosen administrative structure should pursue, in consultation with Township officials and the fire service.
- Research and offer outlines of alternative administrative structures that would be available
- Critique each alternative according to the objectives and desired outcomes developed above.
- Recommend a preferred administrative structure for the fire service that would pursue the objectives and desired outcomes that the consultant had defined in consultation with local officials.
- Present a written report containing all of the above.
- Meet with township officials and representatives of the fire service to present the report to the Township.



## Qualifications

- Experience:
  - Over 34 years of municipal and county government experience as an administrator, manager and planner with the past 30 years in New Jersey.
  - Significant operational knowledge of local governments, including budget preparation, administration of human resources, serving as NJDOP appointing authority and preparing organizational analysis and redesign, etc.
  - Currently serves as Coordinator of Intergovernmental Cooperation and Management Advisory Service for NJ League of Municipalities.
  - Currently serves as Consultant to the New Jersey Association of Counties.
  - Numerous external and internal relations with paid and volunteer fire fighters, fire companies, fire districts and fire training facilities.
- Credentials:
  - ICMA Credentialed Professional Manager
  - Member, International City/County Management Association
  - Member and Past President, New Jersey Municipal Management Association
  - Certified Municipal Finance Officer (CMFO)
  - Certified County Finance Officer (C.C.F.O)
  - Qualified Purchasing Agent (QPA)
  - New Jersey Professional Planner License Number 1632 (P.P.)
  - Member, American Institute of Certified Planners (A.I.C.P)

## Fee

GMA's fee for this study and report is a lump sum of \$4450, including all professional and support costs and expenses, payable according to this schedule:

- Upon authorization to proceed 10%
- Upon submission of the final report 80%
- Upon presentation of the report to Township and fire service officials 10%

The fee includes:

- five (5) copies of the final report. *Option:* If the Township wishes GMA to provide additional copies, the charge will be GMA's cost plus 10%.
- two meetings, one to explore and define objectives and desired outcomes with Township and fire service officials and a second meeting to present the final report to all interested parties. *Option:* If the Township requires Consultant to attend additional meetings, there will be an additional fee of \$425/meeting.

*Option:* Should the Township request a preliminary report and a review and discussion of it, there will be an additional fee of \$800 for this increased scope of service.

Respectfully submitted by:  
Government Management Advisors, LLC  
Gregory C. Fehrenbach, Principal  
40 Yorktown Road  
East Brunswick, NJ 08816-3325  
732-238-9660  
BRC #1079754 FEIN #201452109

**GREGORY C. FEHRENBACH  
40 YORKTOWN ROAD  
EAST BRUNSWICK, NEW JERSEY 08816**

PROFESSIONAL EXPERIENCE

PRINCIPAL  
9-04 to Present

GOVERNMENT MANAGEMENT ADVISORS, LLC

Owner of consulting firm specializing in providing general and financial management services to local governments.

Key subject areas include recruiting, conducting executive searches, interim management, labor relations, human resources management, interlocal services, development of policy alternatives and organizational analysis. Current clients include NJ State League of Municipalities, NJ Association of Counties, Township of Livingston, among others.

COUNTY  
ADMINISTRATOR  
7-01 to 8-04

COUNTY OF SUSSEX, NJ

Chief Executive Officer (CEO) for a county government serving a population of 150,000 with over 800 employees having budgets totaling over \$85 million. The county government is the third largest employer in the county and its services are quite vital to the service population.

- Instituted mutual gains bargaining among collective bargaining units.
- Maintained a stable tax rate. (During my tenure the tax rate has been reduced to below the 1995 level.)

ADMINISTRATOR  
3-97 to 7-01

TOWNSHIP OF PISCATAWAY, NJ

Chief Administrative Officer (CAO) of a regional employment center with a resident population exceeding 50,000. 270 full time employees serve the community, which includes the largest campus of Rutgers University and the largest installations of Telcordia Technologies (Bellcore).

- Managed \$2.2 million revenue deficit while obtaining Aa bond rating from Moody's.
- Also served as Chief Financial Officer.

MUNICIPAL  
MANAGER  
3-93 to 5-97

TOWNSHIP OF LAKEWOOD, NJ

Chief Executive Officer (CEO) of the only urban center in Ocean County. Lakewood's population is 60,000, with 360 full time employees, \$32 million operating budget and \$3.0 million capital budget. Responsibilities are quite similar to previous three (3) positions.

CITY  
ADMINISTRATOR  
3-89 to 5-93

CITY OF NEW BRUNSWICK, NJ  
Chief Administrative Officer (CAO) of regional center having a population of 42,000/100,000, 750 employees, \$50 million operating/utility budgets and \$5 million capital budget.

ADMINISTRATOR  
5-85 TO 4-89

TOWNSHIP OF EAST BRUNSWICK, NJ  
Chief Administrative Officer (CAO) under strong mayor form for suburban employment/commercial center with population of 44,000. Responsible for \$29 million operating/utility and \$4 million capital budgets and 600 full and part time employees. Served as Class II member of Planning Board.

TOWNSHIP MANAGER  
8-78 to 9-85

TOWNSHIP OF OCEAN (Monmouth County), NJ  
Manager (CEO) of a suburban community with a population of 25,000. Responsible for directing the organization's \$10 million operating and \$1.5 million capital budgets and 250 employees.

DEPUTY AND ACTING  
TOWNSHIP MANAGER  
9-74 to 9-78

TOWNSHIP OF MOORESTOWN, NJ (16,000)  
Responsible as Manager of selected departments and maintained close working relationship with others.

SENIOR PLANNER  
11-70 to 9-74

BUREAU OF PLANNING AND PLANNING COMMISSION  
CITY OF EASTON, PA (30,000)  
Served as Zoning Officer, staff to Planning and Zoning Boards, staff to task forces on public health, development of a health code, and signage ordinance. Performed land use, transportation, environmental and redevelopment planning.

RESEARCH  
TECHNICIAN  
9-69 to 11-70

SOCIAL DEVELOPMENT COMMISSION, MILWAUKEE, WI  
Assisted in neighborhood economic development and housing development programs for CAP agency.

EDUCATION

A.B. King's College (Government/Economics) 1969  
M.A. University of Wisconsin (Urban Affairs) 1970

POST DEGREE  
TRAINING

Certificate in Labor Relations - Rutgers. Continuing education in management, labor relations, finance, and planning including Kepner-Tregoe Government Management Seminar, AMA offerings and the Municipal Executive Program (Rutgers University), Certified Finance Officer and Credentialed Professional Manager ongoing training.

## PROFESSIONAL ACHIEVEMENTS

Published papers for ICMA Management Information Service and several articles for New Jersey Municipalities on subjects such as planning administration, financial management, local public contracts law compliance, state government services to local government and personnel administration.

Recipient of Outstanding Service to Local Government Award – NJMMA, 2004.

Recipient of Local Government Management Excellence Award - NJMMA, 1996.

Recipient of Local Government Management Excellence Award – NJMMA, 1980.

Commissioner of DCA appointment to Site Improvement Advisory Board 1993-2001.

Governor's appointment to Public Employee Occupational Safety and Health Act Advisory Board 1984 through 1990.

Adjunct faculty member of Rutgers University, and former member of Kean College, Monmouth College and Pennsylvania State University in Public Administration and Business Management. Former instructor for the ICMA Training Institute.

Member and Alternate, Executive Committee, Central Jersey Joint Insurance Fund (CJJIF), 1998-2001 and Member of statewide Environmental Joint Insurance Fund (EJIF).

Member, Executive Committee, Ocean County Municipal Joint Insurance Fund (OCMJIF) 1993 - 1995 and Ocean Monmouth Regional Employee Benefit Fund 1993 - 1997.

Member, Board of Directors and Executive Board, New Brunswick City Market, Inc. (Special Improvement District) 1989 to 1993.

Member, Board of Directors of New Jersey Municipal Management Association - 1980-1988 holding the offices of Legislative Liaison, Treasurer, Vice President and President.

Member, International City Management Association (ICMA), International Committee of ICMA, American Planning Association (APA), American Institute of Certified Planners (AICP), the NJ League of Municipalities Legislative Committee and the Executive Board of the New Jersey Association of Counties (NJAC). Registered as a Professional Planner (P.P.) in the State of New Jersey and Nationally (AICP).

Certified Municipal Finance Officer (C.M.F.O.) - 1994. Certified County Finance Officer (C.C.F.O.) – 1995. Qualified Purchasing Agent (Q.P.A.) – 2002. Certified Professional Manager (ICMA) – 2003.

**RESOLUTION NO. 2005 - 32**  
**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

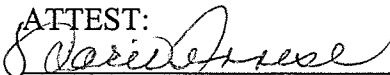
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 2/8, 2005, that an Executive Session closed to the public shall be held on 2/8, 2005, at 7:35 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

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

RESOLUTION NO. 2005 - 33

**A RESOLUTION AUTHORIZING RELEASE AND RETURN OF PERFORMANCE BOND FOR BEAUTY SALON AND MAINTENANCE BOND FOR ALPHA ACADEMY**

**WHEREAS**, Dr. Joseph O. Bass posted a performance bond in the amount of \$2826.00 in connection with the construction of the beauty salon located at 45 Pine Street; and

**WHEREAS**, Dr. Joseph O. Bass posted a maintenance bond in the amount of \$2759.40 in connection with the construction of the Alpha International Academy of Excellence day care center located at 9 Rose Street; and

**WHEREAS**, the Township Engineer has determined that both aforementioned properties are substantially complete and certificates of occupancy have been duly provided; and

**WHEREAS**, a dispute arises as to the release of the aforementioned performance and maintenance bonds, which is the subject of litigation in a Small Claims Court action entitled Joseph Bass v. Denise Rose, et al., Docket No. 00052-05; and


**WHEREAS**, the parties have entered into a settlement agreement whereby they agree that the release of the aforementioned performance and maintenance bonds will terminate the litigation; and

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of February 2005, that the \$2826.00 performance bond for the beauty salon located at 45 Pine Street be released and returned to Dr. Joseph O. Bass with applicable interest; and

**BE IT FURTHER RESOLVED**, that the maintenance bond requirement for the beauty salon be waived; and

**BE IT FURTHER RESOLVED**, that the \$2759.40 maintenance bond for the Alpha International Academy of Excellence day care center located at 9 Rose Street be released and returned to Dr. Joseph O. Bass with applicable interest; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be provided to the Township Manager, Finance Director, the Auditor, the applicant, the Township Engineer and the Planning Board for their information and attention.

  
The Honorable 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	✓			