

RESOLUTION NO. 2005 - 71

**A RESOLUTION AWARDING A PROFESSIONAL
SERVICES CONTRACT TO GAIL FOUNTAINE
FOR NEWSLETTER SERVICES.**

WHEREAS, there is a need for an independent consultant to serve as Newsletter Coordinator/~~Township Photographer~~ for the Township of Willingboro; and


WHEREAS, it is necessary that the Township Council authorize the execution of a contract with an independent consultant, in accordance with the provisions of the Local Public contracts Law; and

WHEREAS, the amount of the contract is below the amount for which public bidding is required pursuant to the Local Public Contracts Law,


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

1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Coordinator/~~Township Photographer~~ for a term beginning April 1, 2005 and ending March 31, 2006
2. The compensation is fixed at \$2,800.00 per issue.
3. The Consultant shall be reimbursed for the cost of film and film processing and printing. All resulting photographic, digital and print product are the property of the Township.
4. Payment shall be made within 30 days after completion of Newsletter and the submission of voucher as per the attached contract.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Gail Fountaine and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Deputy Township Clerk

Certification of Availability of Funds

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

Resolution Date: 4/12/05

Resolution Number: 2005-71

Vendor: Gail Fontaine

Account Number	Amount	Department
5-01-20-100-103-132	\$16,600.00	Advisory Comm

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


Chief Financial Officer

INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Township Council requires the services of an Consultant to serve as Newsletter Coordinator/~~Township Photographer~~, and

WHEREAS, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Newsletter Coordinator/~~Township Photographer~~, and

WHEREAS, the Township has determined that the role of Newsletter Coordinator/~~Township Photographer~~ is not one which would provide for regular full time or part time employment, but is more appropriately filled by an independent consultant who can perform the role of Newsletter Coordinator/~~Township Photographer~~ on a per-edition basis; and

WHEREAS, the services of a Newsletter Coordinator/~~Township Photographer~~ can be performed by an Independent Consultant at a cost below the level for which bids are required under the Local Public Contracts Law, and

WHEREAS, Gail Fontaine has offered her services to the Township as an Independent Consultant qualified to perform the services of Newsletter Coordinator/~~Township Photographer~~;

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Gail Fontaine as follows:

- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Township Newsletter Coordinator/~~Township Photographer~~.
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 2005 to March 31, 2006, the Independent Consultant agrees to serve as Newsletter Coordinator/~~Township Photographer~~ for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.
- III. Compensation. During the term of this Agreement, the compensation is fixed at \$2,800.00 and reimbursement shall be made for the cost of film, film processing and printing. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within thirty (30) days after completion of the Newsletter. Voucher shall be paid upon submission.

IV. Equal Opportunity.

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

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

V. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.

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


VII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.

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

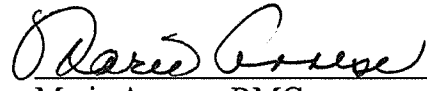
IX. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

- X. Entire Agreement. This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- XI. Termination. The parties hereto may terminate this Agreement by either party given fifteen (15) days written notice to the other.


In Witness Whereof, this Agreement has been executed on this 12th day of April, 2005, for the purpose and the term specified herein.



Eddie Campbell, Jr.
Mayor



Marie Annese, RMC
Township Clerk



Gail Fountaine
Newsletter Coordinator/Township Photographer

EMPLOYMENT AGREEMENT

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

EMPLOYMENT AGREEMENT

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

EMPLOYMENT AGREEMENT

EXHIBIT "B"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability (42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT")(42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the ACT and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from

EMPLOYMENT AGREEMENT


taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

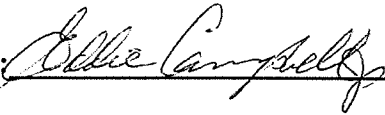
EMPLOYMENT AGREEMENT

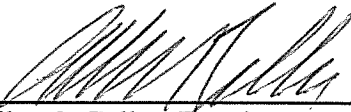
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO


Clerk

By: 

By: 
Allen S. Zeller, Esquire
Zeller & Bryant, LLP
Woodcrest Pavilion
Ten Melrose Avenue, Suite 400
Cherry Hill, New Jersey 08003

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 12th day of April, 2005 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **ALLEN S. ZELLER** of the law firm of **ZELLER & BRYANT, LLP**, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

WHEREAS, the Township employed Allen S. Zeller, Esquire to serve as the Attorney for the Township Zoning Board of Adjustment, tax appeals and police matters (hereinafter collectively "Boards") by duly adopted Resolution No. 2005- 72 at its April 12, 05 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Township hereby employs Allen S. Zeller, Esquire as its attorney for and during the period commencing January 1, 2005 and ending December 31, 2005, for the performance of legal services hereinafter set forth. Allen S. Zeller, Esquire may have a member of his firm, Law Office of Zeller & Bryant, LLP, represent said Township in his absence.
2. Attorney hereby accepts such employment and agrees to represent the Boards in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the Township, represent its personnel and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Attorney shall give all legal counsel and advice where required by the Boards or any member thereof and shall, in general, serve as the legal advisor to the Boards on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Attorney shall:
 - A. Draft or approve as to form and sufficiency all legal documents and resolutions made, executed or adopted by or on behalf of the Boards.
 - B. With the approval of the Boards, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by the Boards.
 - C. Subject to the approval of the Township Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Boards or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Boards in the administration of municipal affairs.

EMPLOYMENT AGREEMENT

E. Attend all regular meetings that are either special meetings, adjourned meetings, or emergency meetings of the Boards.

3. The following duties of the ^{employee} shall be covered by his annual employment contract:

A. Attendance at all public meetings of the Boards as outlined in 2(F) and caucus meetings as the Boards may direct; and

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour. Said fees shall not be part of this employment contract.

4. The attorney's employment contract on an annual basis shall be Thirty Thousand Dollars (\$30,000.00), which shall be paid in the form of salary and pension benefits. This contract covers the period of January 1, 2005 to December 31, 2005. The employment contract amount contained in this paragraph shall provide a maximum of 17 hours of services per month. Any services in excess of 17 hours per month shall be billed at the appropriate Township rate listed in the salary Ordinance rate for non-employment services. If Solicitor renders services of less than 17 hours in any month, the difference between the actual services rendered and 17 hours shall be credited to the Township against any month in which the 17 hours has been exceeded.
5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.
6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.
7. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

EMPLOYMENT AGREEMENT

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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EMPLOYMENT AGREEMENT

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

EMPLOYMENT AGREEMENT

EXHIBIT "B"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability (42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT")(42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the ACT and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from

EMPLOYMENT AGREEMENT

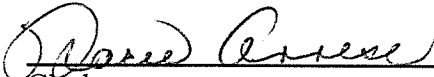
taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

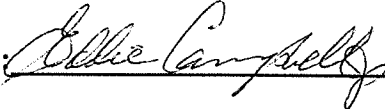
EMPLOYMENT AGREEMENT

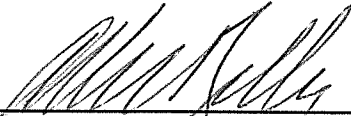
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO


Clerk

By: 

By: 
Allen S. Zeller, Esquire
Zeller & Bryant, LLP
Woodcrest Pavilion
Ten Melrose Avenue, Suite 400
Cherry Hill, New Jersey 08003

2005 MUNICIPAL BUDGET

of the Township of Willingboro County of Burlington for the fiscal year 2005

Revenue and Appropriation Summaries

<u>Summary of Revenues</u>	Anticipated	
	2005	2004
1. Surplus	1,705,000.00	1,500,000.00
2. Total Miscellaneous Revenues	8,903,100.00	8,431,540.87
3. Receipts from Delinquent Taxes	1,450,000.00	1,800,000.00
4. a) Local Tax for Municipal Purposes	18,596,800.00	17,660,400.00
b) Addition to Local District School Tax		
Total Amount to be Raised by Taxes for Support of Municipal Budget	18,596,800.00	17,660,400.00
Total General Revenues	30,654,900.00	29,391,940.87

<u>Summary of Appropriations</u>	2005 Budget	Final 2004 Budget
1. Operating Expenses: Salaries & Wages	12,329,813.00	11,608,142.33
Other Expenses	11,502,736.39	10,738,773.68
2. Deferred Charges & Other Appropriations	900,000.00	1,150,595.00
3. Capital Improvements	539,000.00	400,041.50
4. Debt Service (Including for School Purposes)	3,505,050.61	3,423,463.36
5. Reserve for Uncollected Taxes	1,878,300.00	2,070,925.00
Total General Appropriations	30,654,900.00	29,391,940.87
Total Number of Employees	298	291

<u>Balance of Outstanding Debt</u>			
			General
Interest			1,214,375.15
Principal			1,584,485.64
Outstanding Balance			26,123,079.24

Notice is hereby given that the Budget and Tax Resolution was approved by the Township Council of the Township of Willingboro, County of Burlington, on April 12, 2005.

A hearing on the Budget and Tax Resolution will be held at the Municipal Complex, 1 Salem Road, on May 10, 2005 at 8:00 at which time and place comments to the Budget and Tax Resolution for the year 2005 may be presented by taxpayers or other interested persons.

Copies of the Budget are available in the office of the Municipal Clerk, Marie Annese, at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey, (609) 877-2200, during the hours of 9:00 a.m. to 5:00 p.m.

DO NOT PRINT THE FOLLOWING

Note to Printer:

N.J.S.A. 40A:4-6 requires this advertisement to be printed exactly as shown. The name of the municipality or county and the budget title shall be printed in bold 16 point typeface and the remainder of the summary shall be printed in bold 8 point typeface.

RESOLUTION NO. 2005 - 73

A RESOLUTION AUTHORIZING SETTLEMENT OF CRUSADER SERVICING CORPORATION V. WILLINGBORO TOWNSHIP, DOCKET NO. F 2558-04

WHEREAS, on October 4, 2000, Crusader Servicing Corporation purchased a Certificate of Sale for unpaid municipal liens, No. 113 for \$27,500.06; and

WHEREAS, a dispute arises as to the refund of the certificate plus interest, which is the subject of litigation in a Court action entitled Crusader Servicing Corp. v, Willingboro Board of Education, et al., Docket No. F 2558-04; and


WHEREAS, the parties have determined that the certificate was issued in error; and

WHEREAS, the parties have entered into a settlement agreement whereby they agree that amount paid for the certificate, payment of legal interest and nominal costs of \$29.00 for recording fees and title search in obtaining the certificate, be refunded to Crusader Servicing, will terminate the litigation; and;

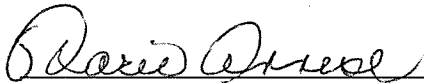
WHEREAS, the Director of Finance certifies that the funds are available in the budget to pay the settlement; and

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of April 2005, that \$34,962.97 be paid for the return of the purchase price of the Certificate of Sale for unpaid municipal liens, No. 113, with applicable interest at the legal rate and \$29.00 nominal costs, and

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