

RESOLUTION NO. 2005 – 74

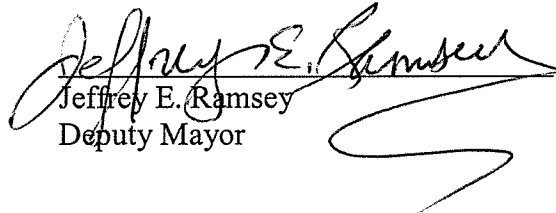
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

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


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 26th day of April, 2005, that refunds be made as per the attached schedule; and

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


Jeffrey E. Ramsey
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

<p>GREINER, FRANK & PEGGY 727 TWIN LAKES BLVD. TUCKERTON, N.J. 08087 BLOCK 310 LOT 20 2 PHEASANT LANE OVERPAYMENT TAXES</p>	<p>\$ 40.90</p>
<p>FIDELITY NATIONAL TITLE INSURANCE 110 BARCLAY PAVILLION CHERRY HILL, N.J. 08034 BLOCK 207 LOT 28 43 BABBITT LANE OVERPAYMENT TAXES</p>	<p>917.81</p>
<p>NATIONAL REAL ESTATE INF. SERV. 401 RT. 70E, SUITE 210 CHERRY HILL, N.J. 08036 BLOCK 324 LOT 9 40 PARSON LANE OVERPAYMENT TAXES</p>	<p>942.63</p>
<p>BASS, JOSEPH & FAYAQUITA 25 PILGRIM LANE W'BORO, N.J. 08046 BLOCK 321 LOT 12 25 PILGRIM LANE OVERPAYMENT TAXES</p>	<p>844.55</p>
<p>BOARD OF CHOSEN FREEHOLDERS 49 RANCOCAS ROAD MT. HOLLY, N.J. 08060 BLOCK 16 LOT 6.01 CREEKVIEW ROAD OVERPAYMENT TAXES</p>	<p>21.15</p>
<p>NATIONAL REAL ESTATE INF. 401 ROUTE 70E, SUITE 210 CHERRY HILL, N.J. 08034 BLOCK 538 LOT 10 33 MANOR LANE OVERPAYMENT TAXES</p>	<p>1032.70</p>

RESOLUTION NO. 2005 - 75
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

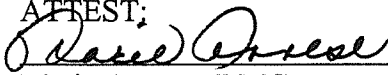
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

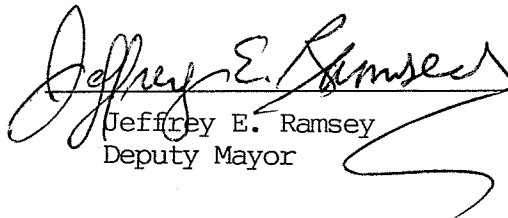
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 4/26, 2005, that an Executive Session closed to the public shall be held on 4/26, 2005, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

ATTEST:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey
Deputy Mayor

RESOLUTION NO. 2005 - 76 (2)
**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

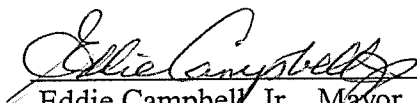
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 5/3, 2005, that an Executive Session closed to the public shall be held on 5/3, 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 Anese, RMC
Township Clerk

RESOLUTION NO. 2005 – 76

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR OR DEPUTY MAYOR TO EXECUTE A FIFTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT AND TO EXECUTE A FINANCIAL AGREEMENT WITH RENEWAL WILLINGBORO, LLC AND TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, LLC. AND WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC.

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

WHEREAS, the Township, ReNEWal and Willingboro Urban ReNEWal, L.L.C. (hereinafter the "Parties") entered into another agreement entitled the "First Amendment to the Redevelopment Agreement Between the Township of Willingboro, ReNEWal Willingboro LLC and Willingboro Urban ReNEWal, L.L.C., (hereinafter "WUR") an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "First Amendment"), by the terms of which WUR became a party to the Agreement, and certain provisions of the Agreement were modified or amended; and

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

WHEREAS, WUR and ReNEWal entered into a Construction and Management Agreement, dated December 11, 2000, whereby WUR was designated the ownership entity for the ReNEWal Site and ReNEWal retained responsibility for the development and sale of the property; and

Res. 2005 – 76 cont'd.

WHEREAS, the Parties further amended the Agreement entitled "Second Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal," (hereinafter "Second Amendment") to address events that had transpired with respect to the property and redevelopment plan since the execution of the First Amendment, as well as to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township, which Second Amendment was authorized by Resolution 2002-121 on August 6, 2002; and

WHEREAS, pursuant to the ReNEWal Redevelopment Agreement, ReNEWal is obligated to pay the following special assessments to the Township: (a) an Environmental Special Assessment to repay the Township's loan of \$2,000,000 in bond proceeds to fund the environmental assessment and remediation of the ReNEWal Site; and (b) an Infrastructure Special Assessment to satisfy ReNEWal's obligation to contribute \$1,000,000 toward the cost of certain infrastructure improvements (the Infrastructure Special Assessment and the Environmental Special Assessment shall be referred to, collectively, as the "Special Assessments"); and

WHEREAS, the Parties further amended the Agreement entitled "Third Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "Third Amendment") to address events that had transpired with respect to the property and redevelopment plan since the execution of the Second Amendment, as well as to provide for Willingboro Square, L.L.C.'s assumption of ReNEWal's obligation for its contribution for the Infrastructure Special Assessment and the Environmental Special Assessment, as relates to Lot 4.11, to be repaid to the Township; and

WHEREAS, the Parties further amended the Agreement, entitled "Fourth Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "Fourth Amendment") to address the events that had transpired since the Third Amendment, as well as to permit Renewal and WUR to enter into a Purchase and Sale and Option Agreement with Delco Development, LLC, ("Delco") dated September 14, 2004, providing for: (i) the conveyance to Willingboro Town Center Urban Renewal South, LLC ("Redeveloper"), as the assignee of Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Lot 4.08 in Block 3 (the "South Pad"); and (ii) for an option to purchase Lot 4.07 in Block 3 (the "Sears Parcel") approximately 3.740 Acres, and Lot 4.06 In Block 3 (the "North Pad") consisting of approximately 4.555 Acres, the Sears Parcel and North Pad being described by metes and bounds in Exhibit "B" to this Agreement and Willingboro Town Center Urban Renewal South, L.L.C.'s assumption of ReNEWal's obligation for its contribution for the Infrastructure Special Assessment and Environmental Special Assessment as it related to Lot 4.06 and 4.07, to be repaid to the Township; and

WHEREAS, Redeveloper acquired the South pad on February 24, 2005; and

WHEREAS, Delco intends to exercise its option to acquire and develop the Sears Parcel and North Pad and will assume responsibility for its allocated shares of the Special Assessments for Lot 4.06 and Lot 4.07 as set forth in Exhibit A; and

WHEREAS, Willingboro Town Center Urban Renewal North, LLC (“Willingboro North”) will own and redevelop the North Pad and Willingboro Town Center Urban Renewal Sears, LLC (“Willingboro Sears”) will own and develop the Sears Parcel. Willingboro North and Willingboro Sears, together are referred to as “Redeveloper”.

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designated Redeveloper as the redeveloper of the North Pad and Sears Parcel, respectively, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Township Council intends to enter into a Redevelopment Agreement with Redeveloper to set forth in detail the Township’s and Redeveloper’s respective undertakings, rights and obligations in connection with the redevelopment of the North Pad and the Sears Parcel and to specify the extent to which Redeveloper assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the North Pad and the Sears Parcel; and

WHEREAS, upon the execution of a Redevelopment Agreement between the Township and Redeveloper, the parties desire to further amend ReNEWal’s Redevelopment Agreement by entering into the Fifth Amendment to release Lot 4.06 and Lot 4.07 in Block 3 as shown on the Tax Map of the Township from the terms and conditions of the ReNEWal’s Redevelopment Agreement as more particularly set forth herein.

WHEREAS, Willingboro Town Center Urban Renewal North, L.L.C. will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in the ReNEWal Second Amendment and in Section 3.02 of the Agreement between Willingboro Town Center Urban Renewal North, L.L.C. and the Township attached hereto; and

WHEREAS, Willingboro Town Center Urban Renewal Sears, L.L.C. will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in the ReNEWal Second Amendment and in Section 3.02 of the Agreement between Willingboro Town Center Urban Renewal Sears, L.L.C. and the Township attached hereto; and

Res. 2005 – 76 cont'd.

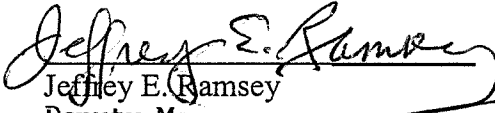
WHEREAS, development of the North Pad Commercial Project Site and Sears Parcel Commercial Project Site will remain subject to the terms and conditions of the ReNEWal Redevelopment Agreement, and First, Second, Third, Fourth and Fifth Amendments except as set forth in Willingboro Town Center Urban Renewal North, L.L.C.'s and Willingboro Town Center Urban Renewal Sears, L.L.C.'s respective Agreements with the Township to assume Renewal's liability and responsibility for payments, as the same shall relate to Lot 4.06 and 4.07, respectively, of the Environmental Special Assessment and the Infrastructure Special Assessment; and

WHEREAS, the development of the Sears Parcel and North Pad are in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04, and as amended; and


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of April, 2005, that the Mayor is authorized to execute an Agreement entitled "Redevelopment Agreement for a Commercial Development on Block 3, Lot 4.06 in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C."; and

IT IS FURTHER RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of April, 2005, that the Mayor or Deputy Mayor is authorized to execute an Agreement entitled "Redevelopment Agreement for a Commercial Development on Block 3, Lot 4.07 in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal Sears, L.L.C."; and

IT IS FURTHER RESOLVED, that the Mayor or Deputy Mayor is authorized to enter into an agreement entitled "Fifth Amendment to the Redevelopment Agreement between the Township of Willingboro, ReNEWal Willingboro, L.L.C. and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" conditioned upon Willingboro Town Center Urban Renewal North, L.L.C. and Willingboro Town Center Urban Renewal Sears, L.L.C., respectively, executing the "Redevelopment Agreement" with the Township of Willingboro.


Jeffrey E. Ramsey
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 - 77

**A RESOLUTION AMENDING RESOLUTION NO. 2005 – 37, AND
AUTHORIZING A CHANGE ORDER FOR PARAMOUNT
ENTERPRISES, INC. - 2001 CONCRETE REPAIRS PROJECT**

WHEREAS, Willingboro Township Council, by Resolution No. 2003 – 141 awarded a contract to Paramount Enterprises, Inc. in the amount of \$132,990.00; and

WHEREAS, Resolution No. 2005 – 37 provided for the inclusion of emergency work , approved by former Township Engineer, Carl Turner, for work at 69 Babbitt to be performed under the contract - \$14,161.84 increasing the contract to \$147,151.84; and

WHEREAS, Resolution No. 2005 – 37 also provided for the approval of Final Payment of \$14,404.14 (release of all retainage) approved by the Township Engineer, and payment of for work done at 69 Babbitt Lane (above) resulting in a payment due of \$28,565.98 which will close the contract.


WHEREAS, the \$28,565.98 also included payment of **\$4,308.00**, indicated in the Township Engineer’s correspondence, said amount not identified in Res. No. 2005, 37.

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

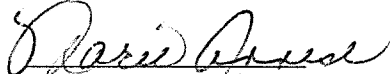
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2005, as follows:

Approval of the inclusion of \$4,308.00 as submitted by Township Engineers, Remington & Vernick so that Final Payment of \$28,565.98 can be made to Paramount – **which increases the cost of the contract to \$151,459.84.**

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Anese, 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.

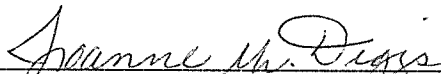
Resolution Date: 05/03/05
Resolution Number: 2005-77

Vendor: PARAM033 PARAMOUNT ENTERPRISES INC
PO BOX 3228
CHERRY HILL, NJ 080340301

Contract: 03-00010 PARAMOUNT 2001 CONCRETE

Account Number	Amount	Department
C-04-55-900-001-913	3,136.96	2000 GENERAL CAPITAL
C-04-55-999-004-922	1,171.04	1999 GENERAL CAPITAL
Total	4,308.00	

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



Chief Financial Officer

Paramount - 2001 Concrete

Bid Award		\$132,990.00
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Approved Emergency		
69 Babbitt Lane	\$14,161.84	\$147,151.84

On Job Site (No CO done)		
Add' 15 sq yds concrete	3,060.00	
And		
Add'l 16 sq yds apron	<u>1,248.00</u>	
	4,308.00	\$151,459.84

Total Contract	\$151,459.84
Paid to date	<u>-122,893.86</u>

Payment Due	\$ 28,565.98
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RV & A REMINGTON, VERNICK & ARANGO ENGINEERS CONTRACTOR:
CHANGE ORDER #2 FINAL

01/11/05

Paramount Enterprises, Inc.
 119 Saddlebrook Court
 Cherry Hill, NJ 08003
 856-424-9999

NAME OF PROJECT:
 2001 CONCRET REPAIRS PROJECT

PROJECT NUMBER:
 N/A

CLIENT:
 TOWNSHIP OF WILLINGBORO

REASON FOR CHANGE:
 EMERGENCY REPAIR WORK ON 69 BABBIT LANE

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
REDUCTIONS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
SUPPLEMENTALS					
1S	MOBILIZATION/DEMOBILIZATION	1	LS	\$2,500.00	\$2,500.00
2S	FOREMAN	14	HR	\$75.00	\$1,050.00
3S	LABORERS	18.67	HR	\$67.50	\$1,260.00
4S	OPERATOR	14	HR	\$51.00	\$714.00
5S	DRIVERS	28	HR	\$35.00	\$980.00
6S	MISCELLANEOUS TOOLS	1	LS	\$250.00	\$250.00
7S	SAWCUTTING	1	LS	\$250.00	\$250.00
8S	BACKHOE	1	LS	\$500.00	\$500.00
9S	TRACTOR TRAILER	1	LS	\$600.00	\$600.00
10S	DUMP TRUCK W/TRAILER	1	LS	\$600.00	\$600.00
11S	STEEL PLATES FOR ROAD OPENING (2)-15 DAYS	30	DAYS	\$100.00	\$3,000.00
12S	OVERHEAD	1	LS	\$1,170.40	\$1,170.40
13S	PROFIT	1	LS	\$1,287.44	\$1,287.44
					<u>\$14,161.84</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$132,990.00</u>

SUMMARY

ORIGINAL CONTRACT AMOUNT

CHANGE ORDERS (ADJUSTED AMOUNTS)

\$132,990.00

1	\$4,308.00
2	\$14,161.84
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS

AMENDED CONTRACT AMOUNT

\$18,469.84

\$151,459.84

PAYMENTS CERTIFIED TO DATE (AMOUNT)

1	\$43,877.05
2	\$31,638.32
3	\$18,591.58
4	\$28,786.91
5	\$0.00

TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT)

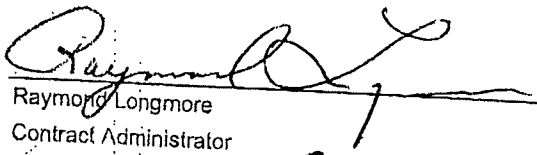
\$122,893.86

AMOUNT OF THIS CERTIFICATE

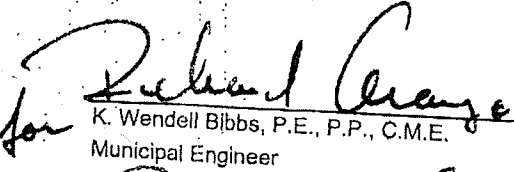
\$14,404.14

TOTAL AMOUNT OF WORK COMPLETED

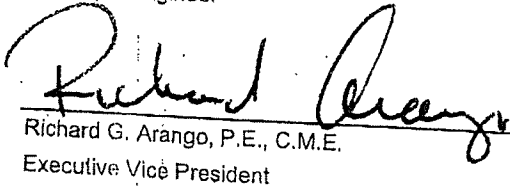
\$137,298.00


Raymond Longmore
Contract Administrator

1-12-05
Date

for 
K. Wendell Bibbs, P.E., P.P., C.M.E.
Municipal Engineer

2/9/05
Date


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

2/9/05
Date

RV & A REMINGTON, VERNICK & ARANGO ENGINEERS
FINAL CERTIFICATE

Paramount Enterprises, Inc.
 119 Saddlebrook Court
 Cherry Hill, NJ 08003
 856-424-9999

PROJECT NAME:
 2001 CONCRETE REPAIRS PROJECT
 PROJECT NUMBER:
 N/A
 CLIENT:
 TOWNSHIP OF WILLINGBORO

FINAL CERTIFICATE

Contractors Signature

X *[Handwritten Signature]*

Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	RECONSTRUCT 4" CONCRETE SIDEWALK	900 SY	\$60.00	\$54,000.00	900	900	\$54,000.00
CO#1							
2	RECONSTRUCT 4" CONCRETE SIDEWALK W/ GAS VALVE	51 SY	\$60.00	\$3,060.00	51	51	\$3,060.00
3	RECONSTRUCT 6" SIDEWALK	80 SY	\$68.00	\$5,440.00	80	80	\$5,440.00
4	RECONSTRUCT 6" R.C. DRIVE APRON	250 SY	\$70.00	\$17,500.00	250	250	\$17,500.00
CO#1							
5	6" REINFORCED CONCRETE HANDICAP RAMPS W/BRICK	10 UN	\$1,950.00	\$19,500.00	10	10	\$19,500.00
6	CONCRETE CURB	700 LF	\$40.00	\$28,000.00	700	700	\$28,000.00
7	DENSE GRADE AGGREGATE	150 CY	\$5.00	\$750.00	150	150	\$750.00

TOTAL AMOUNT COMPLETED TO DATE

\$137,298.00

LESS 0% RETAINAGE

\$0.00

SUBTOTAL

\$137,298.00

LESS AMOUNT PREVIOUSLY CERTIFIED

\$122,893.86

AMOUNT DUE THIS CERTIFICATE

\$14,404.14

+ SUPPLEMENTAL	<u>\$14,161.84</u>
+ EXTRA	<u>\$0.00</u>
- REDUCTION	<u>\$0.00</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 2 FINAL	<u>\$147,151.84</u>

ACCEPTED BY:

William Hise 1-12-05
 Paramount Enterprises, Inc. Date

[Signature] 1-12-05
 RV&A Inspection Dept. Date

Richard Arango 2/9/05
 Municipal Engineer Date

RECOMMENDED BY:

Richard Arango 2/9/05
 Richard G. Arango, P.E., C.M.E., Executive Vice Pres Date

APPROVED BY:

[Signature] 2/22/05
 Township of Willingboro Date

WILLINGBORO TOWNSHIP

No 016151

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To Paramount Enterprises, Inc.

ADDRESS 119 Saddlebrook Court

CITY Cherry Hill, NJ 08003

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and materials for the 2001 Concrete Repairs Project:		
	Total Amount Completed to Date:		\$137,298.00
	Less 0% Retainage:		0.00
	Subtotal:		\$137,298.00
	Less Amount Previously Certified:		\$122,893.86
	Amount Due this Certificate:		\$14,404.14
	Amount due Approved Change Order:		\$14,161.84
	TOTAL AMOUNT DUE:		\$28,565.98

VENDOR'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees

(Check either but not both)

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

Signature
Pres.
Title

DEPARTMENT HEAD CERTIFICATION

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

Signature
Title

ACCOUNT CHARGED

INVOICES CHECKED AND VERIFIED

.....
Approved for Payment

.....
Township Manager

DATE PAID

CHECK No.

RESOLUTION NO. 2005 - 37

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR
PARAMOUNT ENTERPRISES, INC. FOR 2001 CONCRETE
REPAIRS PROJECT**

WHEREAS, Willingboro Township Council, by Resolution No. 2003 – 141 awarded a contract to Paramount Enterprises, Inc. in the amount of \$132,990.00; and

WHEREAS, the Township Engineer, Carl Turner, approved emergency work for 69 Babbitt to be performed under the contract - \$14,161.84 increasing the contract to \$147,151.84; and

WHEREAS, the Township Engineer’s Office, Remington & Vernick, has submitted Change Order No. 1 to incorporate the emergency work done at 69 Babbitt Lane into the 2001 Concrete Repair Project; and

WHEREAS, the Township Engineer has submitted Final Payment request of \$14,404.14 (release of all retainage) and payment for work performed at 69 Babbitt Lane of \$14,161.84 resulting in a payment due of \$28,565.98 which will close the contract.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2005, as follows:

Final Payment be made to Paramount in the amount of \$28,565.98 as indicated above.

Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor 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	_____	_____	_____	_____

2003
37

FINAL PAYMENT

\$ 14,404.14

RESOLUTION NO. 2003 - 141

CHANGE ORDER = \$ 14,161.84

ION AUTHORIZING THE AWARD OF
001 CONCRETE REPAIR PROJECTS.

\$ 28,565.98

ship Council of the Township of Willingboro has requested
Concrete Repairs; and

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

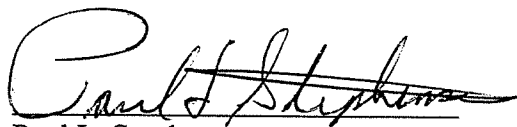
WHEREAS, it appears to be in the best interest of the Township to accept the bid
of Paramount Enterprises, Inc., P. O. Box 1505, Bellmawr, N. J.; and

WHEREAS, the bid for the above has been found to be correct and satisfactory
both in form and in content; and

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

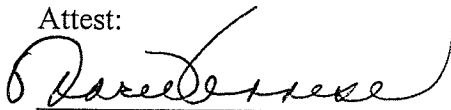
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 5th day of November, 2003,
that the bid be accepted as per the attached recommendation from the Engineer; and

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



Paul L. Stephenson
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: 11/05/03
Resolution Number: 2003-141

Vendor: PARAM033 PARAMOUNT ENTERPRISES
PO BOX 1505
BELLMAWR, NJ 08031

Contract: 03-00010 2001 CONCRETE

Account Number	Amount	Department
C-04-55-901-004-928	132,352.00	2001 GENERAL CAPITAL FUND
Total	132,352.00	\$638.- 132,990.-

Only amounts for the 2003 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



651 High Street
Burlington, NJ 08016
(609) 387-2800
Fax (609) 387-3009
www.lwrengineers.com

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

November 5, 2003

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

Mark E. Malinowski, PE

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

Ms. Denise Rose, Township Manager & Members of Council
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Recommendation of Award
Concrete Repairs Project
Willingboro Township
LWR File No. 2001-39-33

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Dear Ms. Rose:

Submitted herewith is the justification package for Contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract documents entitled "Concrete Repairs Project." The tasks covered in the above referenced text have been authorized under 2001 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis is considered the most applicable contract type.

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various concrete repairs involving; concrete sidewalks, reinforced concrete driveway aprons, reinforced concrete handicap ramps with brick, concrete curbing and dense graded aggregate if and where directed throughout the Township of Willingboro.

A. SCOPE OF WORK

A brief summary of the scope of work to be performed under the proposed contract is as follows:

- Reconstruction of existing 4" thick concrete sidewalk
- Reconstruction of existing 6" thick wire reinforced concrete sidewalk
- Reconstruction of existing 6" thick wire reinforced driveway aprons
- Construction of 6" thick wire reinforced handicap ramps with bricks
- Reconstructing concrete curb (both vertical and rolled curbs)
- Reconstruct 4" sidewalk with gas valve (G.V.)
- Dense Graded Aggregate, IAWD

Ms. Denise Rose, Township Manager & Members of Council
 Recommendation of Award
 November 5, 2003
 Page 2

The streets considered under the 2002 Expenditure are:

House No.	Street	4" S.W. Blks.	4" G.V. Blks.	6" H.C. Ramp (UT)	6" R.C. Blks.	6" Apron	6" G.V. Blks.	Curb	Comments
25	Babbitt Lane				1				
66	Berkshire Drive	6			4				
54	Eastbrook Lane	2				1			
70	Eastbrook Lane	4							Cracked.
74	Eastbrook Lane	4			3				Cracked.
4	Ebbtide Lane	8			2				Priority - S.W. dropped 4"
30	Echo Hill Lane	2	1						
65	Echo Hill Lane	3	1		1				Cracked.
67	Echo Hill Lane	1							Upheaved 2" by tree roots
107	Echo Hill Lane				3	1			Half of existing driveway broken
30	Echo Lane	3	1						S.W. raised
41	Edge Lane							32	
49	Edge Lane	2							S.W. upheaved
16	Efland Lane	1	1						4" block severely cracked
55	Elmwood Lane	8	1						
62	Elmwood Lane	2						40	
34	Elridge Lane	1	1		2				Cracked.
21	Elsin Lane	10	1						
56	Elsin Lane	8							Tree roots cracked S.W. (tripping hazard)
16	Enderly Lane	3	1						Cracked.
8	Essex Lane	6							
53	Gaffney Lane	5	1						S.W. upheaved by tree
4	Gallery Lane	5	1						
78	Gamewell Lane	1	1			1		110	
22	Gardenbrook Drive	4	1		3				S.W. very poor condition
6	Gardenbrook Lane	2							
14	Garrison Circle	5			3				S.W. upheaved & sunken
10	Gary Lane	11						28	Buckled Curb.
24	Gimble Lane	3			3				
	Goodwin Lane Corner House @ Glenview	9							by Tree
15	Goodwin Lane	2							S.W./drainage problem
16	Goodwin Lane				1				

Ms. Denise Rose, Township Manager & Members of Council
 Recommendation of Award
 November 5, 2003
 Page 3

House No.	Street	4" S.W. Blks.	4" G.V. Blks.	6" H.C. Ramp (UT)	6" R.C. Blks.	6" Apron	6" G.V. Blks.	Curb	Comments
17	Goodwin Lane	7							
18	Goodwin Lane		1		3				
30	Goodwin Lane		2						
31	Goodwin Lane	5							
34	Goodwin Lane	2			2	1			Severe spalling, settlement & transverse cracks
39	Goodwin Lane		2						
19	Hampshire Lane	4							Priority - S.W. deteriorating
11	Harrington Circle				1				S.W. sinking and cracking
25	Harrington Circle	6			3				
21	Harrington Circle		2						
1	Hepburn Lane @ Hawthorne Lane							78	Bad area-needs attention
63	Hillcrest Lane	5	1						Cracked.
50	Hinsdale Lane				1				S.W. severely cracked & spalling
105	Manor Lane					1			Cracked.
49	Maplewick	3			2				
1	Mariner Lane	12		2	14				(6) 4" blocks of S.W. is for Marchmont Ln.
21	Meribrook Circle					1		33	Curb low, apron high
82	Middlebury Lane					1			Apron has big dip in it
20	Nassau Drive	1			1				S.W. dropped 6"
4	Nassau Lane	4							
4	Needwood Lane	4							Cracked.
21	Needwood Lane	9			3	1		40	Sidewalk, curb and apron pour condition
25	Needwood Lane				3	1			Apron is settling 1" below curb
2	Neptune Lane	5	1	2	14			101	Step curb at corner and no H.C. Ramps
4	Neptune Lane	17			3				
10	Neptune Lane	2							
12	Neptune Lane	8	1						
47	Neptune Lane	6							
8	Noland Lane	7							S.W. sunk
11	Noland Lane				4	1			
17	Noland Lane				1				6" block severely cracked
19	Noland Lane				1				6" block severely cracked
32	Noland Lane	2	1						S.W. sunken
2	Normont Lane	3	1	2	1				Needs H.C. Ramps at corner

Ms. Denise Rose, Township Manager & Members of Council
 Recommendation of Award
 November 5, 2003
 Page 4

House No.	Street	4" S.W. Blks.	4" G.V. Blks.	6" H.C. Ramp (UT)	6" R.C. Blks.	6" Apron	6" G.V. Blks.	Curb	Comments
8	Normont Lane		1		3				
9	Normont Lane	7							
12	Normont Lane	7							
13	Normont Lane	3	1						
15	Normont Lane		1						
18	Normont Lane				3				
19	Normont Lane	4	1						
23	Normont Lane	7			3				
26	Normont Lane	13							
31	Normont Lane	6			1				
33	Normont Lane	5	1		1				Apron severely spalled
35	Normont Lane	4							
36	Normont Lane	3			2				
37	Normont Lane	6							
41	Normont Lane	2							
42	Normont Lane	5							
43	Normont Lane	1	1						
46	Normont Lane	3							
49	Normont Lane	2	1		1				
50	Normont Lane	5			3				
52	Normont Lane	3	1		1				
55	Normont Lane	9							Priority - entire block has very bad S.W. Need H.C. Ramp at corner.
56	Normont Lane	16		2					Needs H.C. Ramps at corner
270	Normont Lane	2			1				Needs H.C. Ramps at corner
273	North Hampton Drive	8			1				Tree roots broke S.W.
19	North Place	9	1						
23	North Place	5	1						S.W. upheaved by tree (tripping hazard)
211	Northampton Drive	7	1		3				S.W. buckling
28	Norwood Lane		1						Cracked.
182	Nottingham Drive	9		2	5				No handicap ramps on street or neighborhood
49	Pennant Lane							5	
62	Pennypacker		2						
24	Petunia Lane	4							S.W. upheaved @ tree left of driveway
11	Pilgrim Lane	1			1				S.W. by apron is sinking

House No.	Street	4" S.W. Blks.	4" G.V. Blks.	6" H.C. Ramp (UT)	6" R.C. Blks.	6" Apron	6" G.V. Blks.	Curb	Comments
9	Pond Lane	11							Upheaved by tree roots.
38	Potter Lane	2	1						Cracked.
15	Roanoke Court	4							S.W. sinking and cracking
8	Sandal Lane	3							
114	Somerset	7	1						S.W. upheaved by tree
36	Southampton Drive					1		25	Dip between apron and street.
	Spindletop Ln. @ Sedgewick Ln.	13						18	S.W. caving in
2	Tarpin Ct.	8							8 blks. upheaved by tree roots.
4	Thornhill Lane							40	Bad Curb
10	Thornhill Lane							53	Bad Curb
11	Thornhill Lane							50	Bad Curb
15	Thornhill Lane							20	Bad Curb
3	Tobin Court	2			1				S.W. Upheaved , one 4" Block is for Twisting LN.

B. BID SOLICITATION

A solicitation notice was placed in the BCT on September 28, 2003 for concrete repair work to be performed on various streets throughout the Township of Willingboro. The Contract documents (plans and specifications) were made available to interested bidders beginning on September 29, 2003.

The tasks to be provided vary from the normal contract in that the normal tasks consider longer runs of concrete repair within a street. The normal number of streets contractually repaired is twenty-five (25). This task considers the contractor covering over 50 streets.

Proposals were received on October 9, 2003 from the following:

- Paramount Enterprises, Inc.
 P.O. Box 1505
 Bellmawr, NJ 08033

C. PRICE ANALYSIS

Paramount's bid of \$132,990 is within 1% of the Engineer's Estimate. Their bid exceeds the Engineer's Estimate by \$638.00. Based on the scope and tedious magnitude of work to be performed, Lord, Worrell & Richter, Inc. considers this bid valid and competitive.

D. RESPONSIBILITY

Paramount Enterprises, Inc. has performed similar road repair projects for the Townships of Tabernacle and Springfield, Burlington County and the New Jersey Turnpike Authority over the past five (5) years with satisfactory results and no extraordinary problems related to their performance. Most recently, Paramount successfully performed and completed the 2000 Concrete Repairs Project in Willingboro.

E. RECOMMENDATION

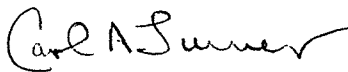
In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

Based on the fact that Paramount Enterprises, Inc. has the experience specifically required, LWR recommends that the contract be awarded to them. We would recommend the award of a fixed price construction type contract with a not-to-exceed dollar obligation of \$132,990.00 to Paramount Enterprises, Inc. for the scope of work mentioned herein. Paramount Enterprises, Inc. submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.



Carl A. Turner, PE
Township Engineer

CAT:db

Enclosure

cc: Marie Annese, Township Clerk
Paramount Enterprises, Inc.

ENGINEER'S ESTIMATE
2001 CONCRETE REPAIRS PROJECT
LWR PROJECT NO. 2001-39-33

11/5/2003

SCHEDULE OF PRICES				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Reconstruct 4" Concrete Sidewalk	900 SY	\$ 59.00	\$ 53,100
2	Reconstruct 4" Concrete Sidewalk with Gas Valve	80 SY	\$ 59.00	\$ 4,720
3	Reconstruct 6" R.C. Concrete Sidewalk	250 SY	\$ 65.00	\$ 16,250
4	Reconstruct 6" R.C. Drive Apron	100 SY	\$ 65.00	\$ 6,500
5	6" Reinforced Concrete Handicap Ramps	10 UT	\$ 2,200.00	\$ 22,000
6	Concrete Curb	700 LF	\$ 23.00	\$ 16,100
7	Dense Graded Aggregate (IAWD)	150 CY	\$ 11.00	\$ 1,650
SUBTOTAL				\$ 120,320
10% CONTINGENCY				\$ 12,032
TOTAL				\$ 132,352

RESOLUTION NO. 2005 - 78


**A RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF
LOCAL GOVERNMENT SERVICES FOR "DEDICATION BY RIDER" FOR
SPECIAL LAW ENFORCEMENT FUND**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a county or municipality when the revenue is not subject to reasonably accurate estimates in advance; and

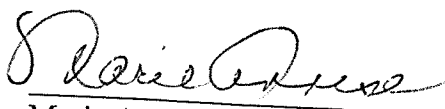
WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or monies by dedication by rider; and;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2005, as follows:

1. The Township Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:4-39, as amended by P.L. 1999, c.292, for the exclusive purpose of depositing and expending funds paid to offset the costs of Law Enforcement.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

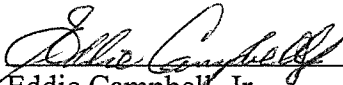
RESOLUTION NO 2005 - 78 (1)

WHEREAS, the Shelter for victims of domestic violence in Willingboro has been operated by the Providence House/Willingboro Shelter; and


WHEREAS, the Providence House/Willingboro Shelter property is owned by the Township of Willingboro; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2005, that the Mayor is hereby authorized to execute the attached agreement on behalf of the Township.


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	✓			



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

May 5, 2005

Jean L. Metz, ACS, LCSW
Division Director
Providence House/Willingboro Shelter
PO Box 496
Willingboro, New Jersey 08046

Dear Ms. Metz:

Attached is a copy of Resolution No. 2005 – 78 which was adopted by Willingboro Township Council at their meeting of May 3, 2005. Also attached is the original copy of the Public Donor Agreement between Providence House/Willingboro Shelter and Willingboro Township.

It would be appreciated if you would have the document signed, and upon completion please return a copy to this office.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie Annese".

Marie Annese, RMC
Township Clerk

/ma
Att.



Francis E. Dolan, ACSW, LSW
Executive Director

Barry H. Cole, Ph.D.
Associate Executive Director/Program Services

Jean L. Metz, ACSW, LCSW
Director, Providence House Division



January 3, 2005

Denise Rose
Willingboro Township Manager
Willingboro Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Denise:

At Providence House/Willingboro Shelter, we are now in the process of renewing our annual contract with the Division of Youth and Family Services. Annually, as part of our contract, we must provide a signed "Public Donor Agreement." Once again, we are requesting that Willingboro Township provide \$28,000 in funding, which includes \$15,940 in cash funds and \$12,060 in in-kind support.

I have attached the Public Donor Agreement for your signature and kindly request that you return the form to me as soon as possible. The Division of Youth and Family Services requires that this form be included in our contract renewal. I would be happy to have a staff member come by and pick it up to facilitate the process.

If you have any questions, please call me at (856) 824-0599. Thank you and Willingboro Township for so generously supporting Providence House/Willingboro Shelter and all those we serve.

My best wishes to you and the Willingboro Township Council for a peace-filled new year.

Sincerely,

Jean L. Metz, ACSW, LCSW
Division Director



Francis E. Dolan, ACSW, LSW
Executive Director

Barry H. Cole, Ph.D.
Associate Executive Director/Program Services

Jean L. Metz, ACSW, LCSW
Director, Providence House Division



January 3, 2005

Denise Rose
Willingboro Township Manager
Willingboro Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Denise:

At Providence House/Willingboro Shelter, we are now in the process of renewing our annual contract with the Division of Youth and Family Services. Annually, as part of our contract, we must provide a signed "Public Donor Agreement." Once again, we are requesting that Willingboro Township provide \$28,000 in funding, which includes \$15,940 in cash funds and \$12,060 in in-kind support.

I have attached the Public Donor Agreement for your signature and kindly request that you return the form to me as soon as possible. The Division of Youth and Family Services requires that this form be included in our contract renewal. I would be happy to have a staff member come by and pick it up to facilitate the process.

If you have any questions, please call me at (856) 824-0599. Thank you and Willingboro Township for so generously supporting Providence House/Willingboro Shelter and all those we serve.

My best wishes to you and the Willingboro Township Council for a peace-filled new year.

Sincerely,

Jean L. Metz, ACSW, LCSW
Division Director

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House/Willingbor Shelter of Catholic Charities (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social services program, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. **Donated Resources** means the total donation made by the Donor as match. Donated resources may include cash donations and/or In-Kind Contributions.
 - B. **In-Kind Contributions** means property or services (except the services of volunteers) which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment I to this agreement.
2. **Term** – This Agreement shall begin on January 1, _____, 2005 and shall terminate on December 31, _____, 2005 barring any outstanding obligations of either party.
3. **Donated Resources** – This Donor agrees to provide Donated Resources in an amount totaling \$ 28,000 to the Provider Agency.
4. **Provision of Donated Resources** – During the term of this agreement, Donated Resources shall be Contributed by the Donor to the Provider Agency as follows:

<u>Payment(s)</u>	<u>Date Due</u>	<u>Cash</u>	<u>In-Kind*</u>	<u>Total</u>
	12/31/05	\$15,940	\$12,060	\$28,000
TOTAL		<u>\$15,940</u>	<u>\$12,060</u>	<u>\$28,000</u>

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources - Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment I to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions - The Donor restricts the use of Donated Resources as follows:

Type of Service:	<u>Domestic Violence Protective Services</u>
Service Contract Title:	<u>Providence House of Catholic Charities</u>
Service Contract #:	<u>05AIGS</u>

7. Provider Agency's Obligations - In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provision of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligations - It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations - The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed on Attachment I to this agreement fairly represents their value to the social service program.

10. Indemnification - The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit - The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement - This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: Eddie Campbell, Jr.
Signature of Donor's
Authorized Representative

NAME: Eddie Campbell, Jr.
TITLE: MAYOR

BY: _____
Signature of the Provider
Agency's Authorized
Representative

NAME: Francis E. Dolan
TITLE: Executive Director

DONOR: TOWNSHIP OF WILLINGBORO

PROVIDER
AGENCY: Catholic Charities

ADDRESS: ONE SALEM ROAD
WILLINGBORO NJ 08046

PROVIDER
ADDRESS: 383 West State Street
Trenton, NJ 08618

PHONE
NUMBER: 609-877-2200-EX6200

PHONE
NUMBER: (609) 394-5181

DATED: MAY 3, 2005

DATED: _____

Public Donor Agreement

ATTACHMENT A

IN-KIND CONTRIBUTIONS

List the total In-Kind Contributions applicable to each Contract budget category. A detailed description of the In-Kind Contribution for each budget category is to be attached.

A. Personal Services	_____
B. Consultants and Professional Fees	_____
C. Materials and Supplies	_____
D. Facility Costs	<u>\$12,060</u>
E. Specific Assistance to Clients	_____
F. Other	_____
TOTAL IN-KIND CONTRIBUTIONS	<u>\$12,060</u>

RESOLUTION NO. 2005 – 79

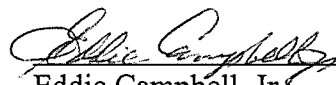
**A RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF
DIVISION OF LOCAL GOVERNMENT SERVICE FOR “DEDICATION
BY RIDER” FOR SANITARY LANDFILL**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a county or municipality when the revenue is not subject to reasonably accurate estimates in advance; and


WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or monies by dedication by rider; and;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2005, as follows:

1. The Township Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:4-39, as amended by P.L. 1999, c.292, for the exclusive purpose of depositing and expending funds paid to offset the costs of Sanitary Landfill Fees.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION TO AMEND BUDGET

Resolution No. 2005 - 80

WHEREAS, the local municipal budget for the year 2005 was approved on the 12th day of April, 2005, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2005 be made:

Recorded Vote

Aye Councilman James Ayrer
Councilwoman Jacqueline Jennings
Councilman Paul Stephenson
Mayor Eddie Campbell, Jr.

Nay

Abstained

Absent Deputy Mayor Jeffrey Ramsey (out of room at time)

GENERAL REVENUES	<u>From</u>	<u>To</u>
1. Surplus Anticipated	\$1,705,000.00	\$1,721,327.98
Total Surplus Anticipated	1,705,000.00	1,721,327.98
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Governmnet Services - Public and Private Revenues Offset with Appropriations		
Handicapped Recreational Opportunities Grant	12,700.00	21,600.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Governmnet Services - Public and Private Revenues Offset with Appropriations	1,077,438.84	1,086,338.84
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Governmnet Services - Other Special Items Payments in Lieu of Taxes:		
Burlington County College	21,994.00	---
Library Retail	21,462.00	---
Renewal Realty Pilot Agreement	---	43,456.00
Summary of Revenues		
1. Surplus Anticipated (Sheet 4, #1)	1,705,000.00	1,721,327.98
3. Miscellaneous Revenues:		
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Governmnet Services - Public and Private Revenues Offset with Appropriations	1,077,438.84	1,086,338.84
Total Miscellaneous Revenues	8,903,100.00	8,912,000.00
5. Subtotal General Revenues (Items 1, 2,3 and 4)	12,058,100.00	12,083,327.98
7. Total General Revenues	\$30,654,900.00	\$30,680,127.98

(Continued)

	<u>From</u>	<u>To</u>
8. General Appropriations		
(A) Operations - within "CAPS"		
General Government		
Receptionist and Communications		
Salaries and Wages	---	\$120,586.00
Other Expenses	\$203,325.00	82,739.00
Total Operations (Item 8A) within "CAPS"	18,154,326.40	18,154,326.40
Total Operations including Contingent - within "CAPS"	18,154,326.40	18,154,326.40
Detail:		
Salaries and Wages	11,983,702.00	12,104,288.00
Other Expenses	6,170,624.40	6,050,038.40
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	19,054,326.40	19,054,326.40
(A) Operations - Excluded from "CAPS"		
Public Employee Retirement System	42,500.00	47,500.00
Total Other Operations - Excluded from "CAPS"	4,870,244.15	4,875,244.15
Public and Private Programs Offset by Revenues		
Handicapped Recreational Opportunities Grant	15,240.00	25,920.00
Total Public and Private Programs Offset by Revenues	745,978.84	756,658.84
Total Operations - Excluded form "CAPS"	5,678,222.99	5,693,902.99
Detail:		
Other Expenses	5,332,111.99	5,347,791.99
(E) Deferred Charges		
Overexpenditure of Appropriation	---	9,547.98
Total Deferred Charges - Municipal - Excluded from "CAPS"	---	9,547.98
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	9,722,273.60	9,747,501.58
(O) Total General Appropriations - Excluded from "CAPS"	9,722,273.60	9,747,501.58
Total General Appropriatiions	\$30,654,900.00	\$30,680,127.98

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of May 17, 2005, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, 1 Salem Road on May 24, 2005.

It is hereby certified that this is a true copy of a resolution amending the budget, introduced by the Township Council on the 10th day of May, 2005.

Certified by:

A handwritten signature in cursive script, appearing to read "David Anese", is written over a horizontal line.

Municipal Clerk

May 10, 2005

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2005 - 81

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE
APPROPRIATED FOR THE 2005-2006 BUDGET OF THE
WILLINGBORO TOWNSHIP SCHOOL DISTRICT.**

Whereas, the 2005-2006 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

Whereas, the Township Council of the Township of Willingboro is required by N.J.S.A. 18A:13-19 to determine the amount or amounts which it deems necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and

Whereas, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2005-2006 budget, and

Whereas, the Township Council has determined the budget amounts necessary in order to provide a thorough and efficient system of public schools in the Willingboro Township School District.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 2005, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2005-2006 school budget year:

Original Tax Levy appearing on the ballot
 at the 2005 Annual School Election \$22,908,947.00

Amount of Reduction to tax levy for base budget \$ 800,000.00

Line Item Identifiers

- | | | | |
|-----|----------------|--|-------------|
| (1) | 11-000-221-100 | Research, Testing & Evaluation Coordinator
Due to current vacancy in the position the Guidance Director had assumed many of the responsibilities. Therefore these duties can be performed by the Guidance Director. | (\$72,100) |
| (2) | 11-000-221-100 | (2) Training Specialists
Duties and responsibilities can be reassigned to the Supervisors of Instruction
2 @ \$61,100 | (\$122,200) |
| (3) | 11-00-221-105 | Executive Assistant from the office of the Division of Pupil Personnel Services
There are five secretarial/clerical staff members assigned to the Director of Non-Traditional Learners and the Supervisor. Since the Child Study Teams have been relocated in the schools, the workload for four secretaries/clerical staff members is excessive. | (\$29,890) |
| (4) | Honorarium | Technology
Combine the technical and the curriculum components of Technology under one umbrella. Those duties should be performed by the Director of Technology.
Reduction of Human Resource Officer's salary by approx. | (\$10,000) |
| (5) | Honorarium | E-Mail Administrator
Duties can be absorbed by the Technology Department
Approx. | (\$ 5,000) |
| (6) | Honorarium | Web Site Co-coordinator Honorarium
Duties can be absorbed by the Technology Department
Approx. | (\$ 5,000) |

- (7) 11-000-240-103 Adult/Night School Administrator (\$92,352)
There are two administrators currently there. The program has been almost disbanded due to a lack of enrollment. Therefore the duties can be assumed by one administrator.
- (8) 11-000-290-100 Human Resource Clerk (\$23,158)
Duties and responsibilities can be reassigned to the five other employees in the Human Resource Office.
- (9) 11-000-221-100 Supervisor of Math (\$73,000)
Currently there are two positions budgeted. One can be eliminated.
- (10) Delay or eliminate 4.5% Salary increase in all WEAA and non-union employees as found in April, 2005 budget documents and which funding may be contained in the following line items. (\$367,300)
- | | |
|----------------|----------------|
| 20-211-200-105 | 11-000-240-104 |
| 22-211-200-103 | 11-000-240-105 |
| 11-000-240-103 | |

Amount Certified as necessary to be raised in the
Willingboro Township School District by taxation
for school purposes \$22,108,947.00

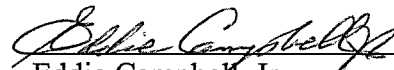
and

Be It Further Resolved that the reason for the action of the Township Council is that it is their belief that this is the amount necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and it is hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

Be It Further Resolved that certified copies of this Resolution shall be provided to the Board of Education of the Willingboro Township School District, to the


Township of Willingboro
Resolution No. 2005 - 81 (Certifying the 2005-2006 School Budget)
May 18, 2005
Page 4

Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.


Eddie Campbell, Jr.
Mayor

It is hereby certified that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 18, 2005.

It is further certified to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2005-2006 school budget year.


Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

May 19, 2005

Mr. Walter J. Keiss
County Superintendent of Schools
P. O. Box 6000
3 Union Street
Mount Holly, New Jersey 08060

Dear Mr. Keiss:

Attached is a certified copy of Resolution No. 2005 – 81 adopted by Willingboro Township Council at their meeting of Tuesday, May 18, 2005, certifying the amount necessary to provide a thorough and efficient system of schools in the Willingboro School District for the 2005-2006 school budget year.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

Att.

Cc: Mr. Alonzo Kittrels, Superintendent of Schools
Burlington County Board of Taxation

MAY-18-2005 WED 03:10 PM

FAX NO.

*Account Purged
by Anna Kephane*

Account	Position	Justification	Cost/Savings
11-000-221-444?	Research, Testing & Evaluation Coordinator	Due to the annual vacancy in the position the Guidance Director had assumed many of the responsibilities. Therefore, these duties can be performed by the Guidance Director.	\$72,100
11-000-221-444?	(2) Training Specialists	Duties and responsibilities can be reassigned to the Supervisors of Instruction, 20054, 100...	\$122,200
11-000-221-444?	Executive Assistant From the office of the Division of Pupil Personnel Services	There are five secretarial/dictatorial staff members assigned to the Director of Pupil Personnel Services and the Secretary. Since the Child Study Teams have been reduced in the schools, the workload for four secretarial/dictatorial staff members is excessive.	\$39,800
11-000-221-444?	Technology	(Combined the technical and the curriculum components of technology under one position. These duties should be performed by the Director of Technology.	\$10,800
11-000-221-444?	F. Mail Administrator	Reduction of the Human Relations Officer's salary by approximately...	\$1,000
11-000-221-444?	Web Site Co-ordinator	Duties can be assumed by the technology department. Approximately... Duties can be assumed by the technology department, approximately...	\$3,000
11-000-221-444?	Adult/High School Administrator	There are two administrators currently there. The program has been almost dismantled due to a lack of enrollment. Therefore the duties can be assumed by the administrator.	\$92,352
11-000-221-444?	Human Resources Clerk	Duties and responsibilities can be reassigned to the free officer employees in the Human Resources Office.	\$73,158
11-000-221-444?	Supervisor of A/As	Currently there are two positions full-time. One can be eliminated.	\$73,000

Sub-4441

\$412,700

Delay or eliminate 4.5% Salary increase in for all WTEA and non-union employees as found in April, 2005 budget document, and which funding may be contained in the following five items

	Sub-total	\$400,000	
11-120-100-101	11-213-100-106	11-000-221-104	11-088-278-101
11-130-100-101	11-215-100-101	11-000-221-105	11-000-299-101
11-140-100-101	11-215-100-106	11-000-222-101	11-401-100-100
11-150-100-101	11-000-211-100	11-000-230-100	11-402-100-100
11-190-100-106	11-000-213-100	11-000-240-100	11-601-100-101
11-204-100-101	11-000-216-100	11-000-240-101	11-601-100-106
11-204-100-106	11-400-211-104	11-000-240-105	11-601-100-106
11-209-100-101	11-000-218-105	11-000-251-100	11-601-100-101
11-209-100-106	11-000-219-104	11-000-252-100	11-601-100-106
11-212-100-101	11-000-219-105	11-000-261-100	11-601-100-106
11-212-100-106	11-000-219-110	11-000-262-100	11-601-100-106
11-213-100-101	11-000-221-102	11-000-262-100	11-601-100-106

Total 5832,780
20-211-200-105
22-211-200-103
22-211-200-103
11-000-240-103
11-000-240-104
11-000-240-105

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Ann
COMPANY: Bd of Ed
DATE: 5/18/05
TO FAX NO. 835-3880

Mari

FROM: Marie A. EXT. 6202 PAGES 3

SUBJECT: Please verify Account Numbers

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

RESOLUTION NO. 2005 - 82


**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
NEW JERSEY TRANSIT FOR THE INSTALLATION OF
BUS SIGNS AND BUS SHELTERS**

WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the proposed agreement between the Township of Willingboro and New Jersey Transit Corporation for the installation of bus stop signs and shelters, a copy of which is attached hereto; and


WHEREAS, the Township Council finds the agreement to be in proper form and in the best interest of the citizens of the Township of Willingboro.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of May, 2005, that the Mayor and Clerk of the Township of Willingboro be and hereby are authorized to execute the agreement with New Jersey Transit Corporation.

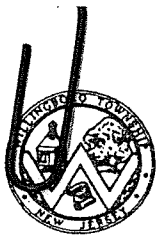
BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to New Jersey Transit for their information and attention.


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	✓			



TOWNSHIP OF WILLINGBORO

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

August 26, 2005

Mr. Dan O'Gorman
New Jersey Transit
One Penn Plaza East
Newark, New Jersey 07105-2246

**Re: Agreement – Installation and
Maintenance of Bus Shelters**

Dear Mr. O'Gorman:

Attached are three copies of the Agreement Between The New Jersey Transit Corporation and Municipal Sponsor (Willingboro Township) for Installation and Maintenance of Bus Shelters. All three have been signed by Mayor Eddie Campbell, Jr.

It would be appreciated if you would have all three copies fully executed and return one copy to this office for our files.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
cc: Mr. J. Gray

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the Township of Willingboro (hereinafter "Sponsor") in the County of Burlington, State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated MAY 24, 05, which resolution is hereby made a part of this Agreement, to NJ

TRANSIT for the installation of **two** bus shelter(s) at certain locations within the **Township of Willingboro**, and

WHEREAS, the NJ TRANSIT Board of Directors on February 28, 1989, authorized the execution of an agreement with the Sponsor for installation of **two** bus shelter(s) in the **Township of Willingboro**, which locations are set forth in Exhibit A (Specifications and Location of Bus Shelters) attached to and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **Township of Willingboro**, which locations are set forth in Exhibit A (Specification and Locations of Bus Shelters) attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with

- the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.
4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
 5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
 6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
 7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
 8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.
13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor insured

and shall contain a provision that no act or omission of Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, and the NJDOT. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

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

ATTEST:

Rose Orsini
Clerk

SPONSOR:

Richard Campbell 8/26/05
Director or Presiding Officer Date

Name typed:

Name typed:

Title typed:

Title typed:

ATTEST:

NJ TRANSIT CORPORATION

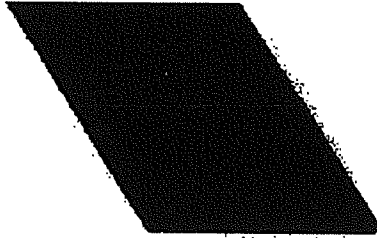
By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

N:\word\spel\agreements\agreemunic
M:\word\agreements\agreemunic
January 29, 2004



Fax

To:	<i>Jim Green</i>	From:	<i>Dan O'Herman</i>
Fax:	<i>609-835-0782</i>	PG	
Phone:		Date:	
Re:		CC:	

- Urgent For Review Please Comment Please Reply

● Comments:

Mario
↓

One Penn Plaza East
Newark, NJ 07105-2246
Fax (973) 491-7767

ROUTING SHEET FOR MATERIALS
HAND DELIVERED / MAILED / FAXED TO
MICHAEL ARMSTRONG, ESQ.

9/27/03
no this finished?

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/25/04

MATERIAL SENT: AGREEMENT WITH NJ TRANSIT FOR BUS SHELTERS

THE ATTACHED IS AN AGREEMENT FOR SHELTERS AT SALEM & BOV. - RANCOCO
RD. THE TOWNSHIP HAS ENTERED INTO THE SAME AGREEMENT

LANGUAGE FOR EACH BUS SHELTER IN THE TWP. INCLUDING THOSE ON
ROUTE 130

FOR INFORMATION _____

REVIEW X

APPROVAL X

10/6/04 - Reviewer
will check

9/13/04
See vs T will meet on

NEEDED BY: September 14, 24 meeting

TRANSACTION REPORT

P.01

AUG-25-2004 WED 05:30 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
AUG-25	05:28 PM	ARMSTRONG	2'28"	11	SEND	OK	267	

TOTAL : 2M 28S PAGES: 11

ROUTING SHEET FOR MATERIALS
HAND DELIVERED / MAILED / FAXED TO
MICHAEL ARMSTRONG, ESQ.

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/25/04

MATERIAL SENT: AGREEMENT WITH NJ TRANSIT FOR BUS SHELTER

THE ATTACHED IS AN AGREEMENT FOR SHELTERS AT SALEM & B&O. - RANCOCOB RD. THE TOWNSHIP HAS ENTERED INTO THE SAME AGREEMENT

 * P. 01 *
 * TRANSACTION REPORT *
 * AUG-25-2004 WED 05:33 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * AUG-25 05:33 PM ARMSTRONG 22" 1 SEND OK 266 *
 * TOTAL : 22S PAGES: 1 *

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

ATTEST:

 Clerk

SPONSOR:

 Director or Presiding Officer Date

Name typed:
 Title typed:

Name typed:

Title typed:

ATTEST:

NJ TRANSIT CORPORATION
 By: _____
 Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

James E. McGreevey
Governor

Jack Lettiere
Board Chairman

George D. Warrington
Executive Director



James Gray
1 Salem Road
Willingboro, NJ 08046

Dear Jim:

Enclosed please find a NJ TRANSIT Sponsor Agreement for the bus shelters you are requesting. When you receive the agreements call me and we can schedule a field date to draw the site plans along Salem Road.

Looking forward to seeing you again.

If you need any more information call me at (973) 491-7820.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan", with a long, sweeping underline that extends to the right.

Dan O'Gorman
Field Representative

cc: File

RESOLUTION
REQUESTING BUS SHELTERS

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the **Township of Willingboro** in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, be it resolved, that the application is hereby made by the **Township of Willingboro** to the New Jersey Transit Corporation for the purchase and installation of **two** bus shelter(s) as set forth in Exhibit A, made a part hereof.

FURTHER, be it resolved that the _____ and
(Mayor, Manager or Executive)

the _____ be authorized to execute an agreement or
(Municipal Clerk, Clerk of the Board, E.T.)

agreements with NJ Transit to arrange for the purchase and installation of the shelters.

Please Notarize

**Shelter Design Options
Addendum to Agreement**

(Name of Town)

(Name of County)

Bus Shelter Location(s): Along (On Street), (direction), at (Cross Street), (Type of bus stop)

NJ TRANSIT will provide a bus shelter(s) at the location(s) listed above in the frame color and roof style indicated below by the Sponsor. Requests for design changes after installation is completed or while installation is in progress will be the responsibility of and at the expense of the Sponsor.

(Select One.)

1. _____ Frame Color - Black (Pantone Black 5 U 2X)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

2. _____ Frame Color - Dark Green (Pantone 3435 C)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

3. _____ Frame Color - Black (Pantone Black 5 U 2X)
Roof Style: Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

4. _____ Frame Color - Dark Green Dark Green (Pantone 3435 C)
Roof Style - Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

5. _____ Frame Color - Black (Pantone Black 5 U 2X)
Roof Style - Barrel.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

6. _____ Frame Color - Dark Green Dark Green (Pantone 3435 C)
Roof Style - Barrel.
Roof Color: _____ White or _____ Tinted (Check one roof color.)

ATTEST:

SPONSOR:

Clerk

Director or Presiding
Officer

Date

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the **Township of Willingboro** (hereinafter "Sponsor") in the **County of Burlington**, State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated _____, which resolution is hereby made a part of this Agreement, to NJ

TRANSIT for the installation of **two** bus shelter(s) at certain locations within the **Township of Willingboro**, and

WHEREAS, the NJ TRANSIT Board of Directors on February 28, 1989, authorized the execution of an agreement with the Sponsor for installation of **two** bus shelter(s) in the **Township of Willingboro**, which locations are set forth in Exhibit A (Specifications and Location of Bus Shelters) attached to and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **Township of Willingboro**, which locations are set forth in Exhibit A (Specification and Locations of Bus Shelters) attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with

the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.
13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor insured

and shall contain a provision that no act or omission of Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, and the NJDOT. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

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

ATTEST:

SPONSOR:

Clerk

Director or Presiding Officer Date

Name typed:

Name typed:

Title typed:

Title typed:

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

N:\word\spe\agreements\agreemunic
M:\word\agreements\agreemunic
January 29, 2004

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the **Township of Willingboro** (hereinafter "Sponsor") in the **County of Burlington**, State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated _____, which resolution is hereby made a part of this Agreement, to NJ

TRANSIT for the installation of **two** bus shelter(s) at certain locations within the **Township of Willingboro**, and

WHEREAS, the NJ TRANSIT Board of Directors on February 28, 1989, authorized the execution of an agreement with the Sponsor for installation of **two** bus shelter(s) in the **Township of Willingboro**, which locations are set forth in Exhibit A (Specifications and Location of Bus Shelters) attached to and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **Township of Willingboro**, which locations are set forth in Exhibit A (Specification and Locations of Bus Shelters) attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with

the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.

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12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.
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15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

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

ATTEST:

SPONSOR:

Clerk

Director or Presiding Officer Date

Name typed:

Name typed:

Title typed:

Title typed:

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

N:\word\spe\agreements\agreemunic
M:\word\agreements\agreemunic
January 29, 2004

RESOLUTION NO. 2005 – 83

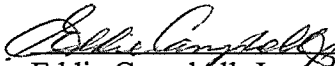
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

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


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 24th day of May, 2005, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

CHELSEA SETTLEMENT SERVICE 3800 MARKET STREET CAMP HILL, PA 17011 BLOCK 508 LOT 15 23 MAGNET LANE OVERPAYMENT TAXES	\$835.79
MAYNARD TITLE 6 DUMONT PLACE, 4 TH FLOOR MOORESTOWN, N.J. 07960 BLOCK 241 LOT 32 61 BERKSHIRE LANE OVERPAYMENT TAXES	792.18
WEICHERT TITLE AGENCY 1909 ROUTE 70 EAST CHERRY HILL, N.J. 08003 BLOCK 901 LOT 213 12 RUSCOMBE COURT OVERPAYMENT SENIOR CITIZEN	52.74
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 114 LOT 17 50 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	1520.00
FAMILY ABSTRACT 1424 EASTON ROAD SUITE 100 HORSHAM, PA. 19044 BLOCK 621 LOT 25 80 HENDERSON LANE OVERPAYMENT TAXES	1014.55
ROSE SPARROW-MELTON 29 POTTER LANE WILLINGBORO, N.J. 08046 BLOCK 330 LOT 26 29 POTTER LANE OVERPAYMENT TAXES	915.39

COUNTRYWIDE 938.40
PO BOX 10211
VAN NUYS, CA. 91410
BLOCK 608
LOT 18
486 CHARLESTON ROAD
OVERPAYMENT TAXES

COMPLETE TITLE, LLC. 921.96
311 EAST FIRST AVENUE
ROSELLE, N.J. 07203
BLOCK 710
LOT 2
5 GRANITE LANE
OVERPAYMENT TAXES

ADVANTAGE EQUITY SERVICE 912.62
1501 REEDSDALE ST. SUITE 1001
ATTN: JOE DOWNEY
PITTSBURGH, PA 15233
BLOCK 1003
LOT 79
15 NEW COACH PLACE
OVERPAYMENT TAXES

CLEMENTS, LEWIS & VERNICE 712.84
19 CARRIAGE DRIVE
EASTAMPTON, N.J. 08060
BLOCK 235
LOT 8
28 BALLAD LANE
OVERPAYMENT TAXES

JOSEPH, JACKSON & YVROSE 1026.22
1020 WOODLANE ROAD
BEVERLY, N.J. 08010
BLOCK 1021
LOT 26
2 NIMITZ LANE
OVERPAYMENT TAXES

MERREN, RICHARD & CORAZON 881.47
17 PARSON LANE
WILLINGBORO, N.J. 08046
BLOCK 325
LOT 26
17 PARSON LANE
OVERPAYMENT TAXES

CARMEN PARKER 760 EAYESTOWN ROAD #A5-12 LUMBERTON, N.J. 08048 BLOCK 221 LOT 10 36 BUTTONBUSH LANE OVERPAYMENT TAXES	850.00
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM-CLAIMS ROCHESTER, NY 14623 BLOCK 1122 LOT 1 42 TWIN HILL DRIVE	1090.16
BLOCK 305.05 LOT 76 87 PLUMTREE LANE	916.79
BLOCK 822 LOT 3 10 EARNSHAW LANE	908.27
BLOCK 1018 LOT 5 76 NEW CASTLE LANE	1081.48

RESOLUTION NO. 2005 - 84

A RESOLUTION AUTHORIZING WILLINGBORO TOWNSHIP TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED by the Township Council of the Township of Willingboro, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION 1 Certain federal funds are available to Burlington County under Title 1 of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II It is necessary to establish a legal basis for the County and its people to benefit from this program; and

SECTION III An Agreement has been proposed under which Willingboro Township and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to NJSA 40:8A-1 et seq., and

SECTION IV It is in the best interest of the Township of Willingboro that the Agreement entitled "Agreement Between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

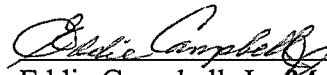
SECTION V The Township of Willingboro shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township of Willingboro and to affix thereunto the Official Seal.

SECTION VI All resolutions or parts of resolutions which are inconsistent herewith are hereby repealed in the extent of their inconsistency.

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	✓			

URBAN COUNTY COOPERATION AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, (hereafter the "Board"), and Willingboro Township, (hereafter the "municipality"), to establish a cooperative relationship for the conduct of certain community development activities.

WHEREAS, Title II of the Housing and Community Development Act of 1974, as amended and supplemented, may make federal funds available to Burlington County for the operation of Community Development Programs upon satisfaction of certain criteria for the Board to receive said funding; and

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the HOME Investment Partnership Program, may make federal funds available to Burlington County to expand the supply of decent and affordable housing; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 408A-1, et seq., authorizes counties and municipalities to enter into agreements for the provision of joint services;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Willingboro Township, hereby agree as follows:

A. **COMMUNITY DEVELOPMENT PLANNING PROCESS**

I. Nature and Extent of Services

- a. *Purpose:* The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended and supplemented, commonly known as the Community Development Block Grant (CDBG) Program, and Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships Program (HOME), and to carry out community development programs during the 2006-2008 federal fiscal year in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 - CDBG, 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to Paragraph A. V. hereof.
- b. *Authorization:* The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from Community Development Block Grant funds and Home Investment Partnerships Program funds it receives for Program Year 2006-2008. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders, and statutes adopted to implement the Housing and Community Development Act of 1974, as amended and supplemented. The municipality is hereby

designated as a cooperative unit of general local government. The Board and municipality hereby agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

- c. *Citizen Advisory Committee:* There is hereby established a Community Advisory Committee, to consist of 60 members as follows:

<u>Representative</u>		<u>Appointed By</u>
Mayor or his/her Representative from each Municipality	40	Local Mayor
Office on Aging	1	Freeholder Director
Department of Health	1	Freeholder Director
Department of Economic Development	1	Freeholder Director
Workforce Investment Board	1	Freeholder Director
Planning Board	2	Chairperson, Planning Board and Freeholder Director
McGuire Air Force Base	1	Base Commander
Fort Dix	1	Base Commander
Municipal Managers/Administrators	1	Freeholder Director
Labor Union	1	Freeholder Director
Housing Industry	1	Freeholder Director
Community Action Program	1	BCCAP Board of Directors
Banks and Mortgages	1	Freeholder Director
Environmentalist	1	Freeholder Director
Realtor	1	Freeholder Director
Citizens-at-Large	5	Freeholder Director

- d. *Committee Responsibilities:*

1. The Mayor (or his/her representative) of at least 51% of the municipalities who have submitted applications for the year under consideration shall constitute a quorum.
2. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.
3. The Coordinator of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.
4. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5. The Committee shall study the community development needs of the participating municipalities and shall plan for the prudent utilization of funds made available to the Board. It shall recommend that the Board make application for federal funding, including funds for "urban counties". The Committee shall be authorized to develop, in the manner herein prescribed, a Community Development Plan for Burlington County, to include a housing assistance program. The Committee shall be authorized to recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.
6. After consultation with affected municipal and County governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.
7. The municipality signing this Agreement shall be eligible to request to participate in the expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the approval of the municipal governing body.
8. Upon completion of Grant Applications, the Burlington County Community Development Office shall hold at least two public hearings pursuant to HUD regulations and applicable state regulations.
9. All minutes of the Committee, Executive Committee and any other sub-committee formed pursuant to Paragraph 2 above shall be promptly forwarded to the Board and to the Clerks of each participating municipality.

II. Standards of Performance

Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Interlocal Services Act and the Housing and Community Development Act. A report shall be prepared on a monthly basis by each recipient of funds. Said report shall describe the activity, the work performed to date, and whether the objectives of the program have been achieved. The Coordinator of the Community Development Program shall compile a summary of the monthly data and prepare an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

III. Locus of Funds

The Board shall apply for the amount of funds recommended by the Committee, subject to modification by the Board. All federal funds received by the Board shall be placed in a County trust fund established and maintained in accordance with applicable laws. This fund shall be a separate bank account subject to the control of the Board, which shall be the designated recipient of the funds provided by the Federal Act.

Upon authorization by the Board, and in compliance with State law, the Board may expend funds from this trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the municipality.

IV. Duration of Contract

This Agreement shall be in effect for Federal Fiscal Years 2006-2008 (July 1, 2006 – June 30, 2009) and for any additional period necessary to carry out activities that will be funded from annual Community Development Block Grant appropriations and HOME Investment Partnerships Program appropriations for Federal Fiscal Years 2006-2008 and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. The Board and the Municipality shall not terminate or withdraw from this Agreement while the Agreement remains in effect.

V. Restrictions

The municipality understands that by executing this Agreement, it may:

1. Not apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program; and
2. Participate in a HOME Investment partnership program only through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the municipality cannot form a HOME consortium with other local governments.

VI. Designation of General Agent

The Administrative Liaison Officer selected pursuant to Section A. (I)(d)(3) of this Agreement is hereby designated as the administrative agent for the Board for purposes of compliance with statutory and regulatory responsibilities. The Liaison shall be accountable and subject to the supervision of the Board.

VII. Efficacy

This Agreement shall become effective only when (1) sufficient municipalities have signed the Contract so that no less than a population of 200,000 Burlington County residents is represented, and (2) all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that the Board fails to satisfy these criteria within the time period set forth by the United States Department of Housing and Urban Development, the Board shall so notify each participating municipality and the Agreement shall thereupon be null and void.

VIII. Compliance with Laws

The Board, the Municipality and all other cooperating units of general government shall take all actions necessary to assure compliance with the County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Act, the Americans with Disabilities Act of 1990 and other applicable laws.

The Municipality agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations with jurisdictions.

Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.

IX. Responsibilities for Grant Administration

The Board shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504, before disbursing any funds.

B. **ACTIVITIES**

The Board is hereby designated to undertake the program activities, which may include, but are not to be limited to the activities listed below, as the responsible unit of general local government. The Board shall be responsible for assuring the administration and effectuation of the program in accordance with all HUD requirements. The specific items to be funded pursuant to Paragraphs 1-5 below will be on file as applied for and approved by the Board pursuant to applicable HUD guidelines.

1. Rehabilitation Loan Program:

The Program is designed to assist the residents of low and moderate income levels within participating municipalities who are living in housing suitable for rehabilitation to improve the existing housing stock and upgrade the living environment.

2. First time Homebuyer Program:

The Program is designed to assist first time homebuyers acquire homes within participating municipalities. The Program has two components that help eligible buyers pay for closing costs and downpayment.

3. Planning and Administration:

These funds have been designated to pay for the costs incurred in the implementation of the rehabilitation loan program.

4. Locally Determined Activities:

These are programs designed by the municipalities to improve conditions; each program is required to be approved by the Community Development Office of Burlington County.

5. County Determined Activities:

Those programs are designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis upon approval of the recommendation to the Board by the Community Development Office of Burlington County.

6. Cost Overrun Account:

In order to allow some flexibility in the above-described programs, these funds have been set aside for use when needed, to be made available pursuant to program amendments during the year.

C. COST OF PROGRAM: FEDERAL/LOCAL SHARE

The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Community Development Act. However, federal assistance made available hereunder shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

D. STANDARDS OF PERFORMANCE

Standards of performance will comply with the requirements established by the Community Development Block Grant Program and the HOME Investment Partnerships Program.

E. TIME PERIOD OF ACTIVITIES

The period to accomplish the activities in this Agreement shall be the program year starting upon approval of the program application by the Department of Housing and Urban Development.

F. AVAILABILITY OF RECORDS FOR AUDIT

All records kept in connection with this program will conform to Federal requirements under Title I of the Community Development Act and applicable State laws. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

G. COOPERATION

The municipality agrees to cooperate with all other municipalities who sign comparable agreements with the Board and be bound as if all had signed the same Agreement.

H. SEVERABILITY AND MODIFICATION CLAUSE

In the event that any portion of this Agreement is found to be unlawful or invalid, the remainder shall continue in effect.

I. MODIFICATIONS OF ACTIVITIES

In the event that modifications of project activity shall become necessary, the Community Development Office may increase or decrease the cost of any project with the concurrence of HUD.

This Agreement shall replace and supersede all previous agreements between the parties.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

ATTEST:

COUNTY ADMINISTRATOR

BY:

FREEHOLDER DIRECTOR

DATE: _____

(SEAL)

Willingboro Township

ATTEST:



TOWNSHIP CLERK/ADMINISTRATOR

BY:



CHIEF EXECUTIVE OFFICER

DATE: June 23, 2005

RESOLUTION NO. 2005 – 85

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEE M. FOX AUCTIONEERING

WHEREAS, there is a need for an independent professional auctioneer to provide the services of Auctioneer for the Township of Willingboro; and

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

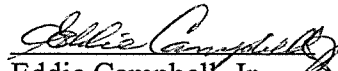
WHEREAS, the amount of the contract is anticipated to be below the amount for which public bidding is required pursuant to the Local Public Contracts Law; and

WHEREAS, Lee M. Fox Auctioneering is under State Contract for these services (Notices of Award T-1954 and T-0264); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of May, 2005, that:


1. The Mayor and Clerk are hereby authorized to execute on behalf of the Township of Willingboro an Agreement with Lee M. Fox Auctioneering, P. O. Box 238, Richwood, New Jersey 08074-0238, under which Lee M. Fox, Auctioneering will provide professional services to the Township of Willingboro as an Independent Auctioneer on Saturday, June 11, 2005, or another mutually agreed upon date in spring or fall 2005 at 10:00 A.M.
2. The compensation is fixed at \$1,350.00.
3. The Auctioneer shall be reimbursed for the cost of advertising in the trade paper, The Lancaster Farmer.
4. Compensation to Auctioneer shall be made on the day of the auction, at completion of auction.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to Lee M. Fox Auctioneering, 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
Township Clerk

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

**TOWNSHIP OF WILLINGBORO
INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS, the Township Council requires the services of a Professional Auctioneer to provide the services of Auctioneer; and

WHEREAS, it has been determined that Lee M. Fox Auctioneering is qualified to serve the Township of Willingboro as Auctioneer for the Township's surplus equipment; and

WHEREAS, the Township has determined that the role of Auctioneer 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 Auctioneer on a per-auction basis; and

WHEREAS, the services of an Auctioneer can be performed by an Independent Professional Auctioneer at a cost below the level for which bids are required under the Local Public Contracts Law, based on previous Township auctions; and

WHEREAS, Lee M. Fox Auctioneering is a vendor under State Contract for auctioneering services (Notices of Award T-1954 and T0264), and

WHEREAS, Lee M. Fox Auctioneering has offered its services to the Township as an Independent, Professional Auctioneer to perform the services of Auctioneer,

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Lee M. Fox Auctioneering as follows:

- I. Retention of Independent Professional Auctioneer. Lee M. Fox Auctioneering is hereby retained as an Independent Professional Auctioneer to the Township of Willingboro to serve as the Township Auctioneer.

- II. Term and Services. Lee M. Fox Auctioneering agrees to
 - a. Serve as Auctioneer for the Township to conduct the public auction sale of vehicles and other surplus items agreed upon that are no longer required by the Township, on Saturday, June 11, 2005, or another mutually agreed upon date in spring or fall 2005, at 10:00 A.M.
 - b. Use their professionalism, skill and auction experience to the benefit of the Township.
 - c. Create and maintain records of the sale utilizing a computerized auction settlement system and reporting the results of the sale to the Township on the day of the sale at the time of sales proceeds settlement.

- d. Supply a professional Lee M. Fox Auctioneering Auctioneer to cry the sale. Lee M. Fox Auctioneering provides all public address systems required, as well as tape recording of the sale.
- e. Supply a trained cashier, an experienced clerk, and a ringman to assist the Auctioneer in conducting the sale.
- f. Will provide all bidder forms and sales sheets required, including federally approved sales tickets with the required odometer disclosure information.
- g. Lee M. Fox Auctioneering will handle all advertising insertions with the exception of the required Legal Notice. All advertising will be billed at actual cost and will be paid by the Township. The Township is responsible to pay for the advertising costs but the total costs, including postage will not exceed \$1,000. Copies of invoices for advertising will be provided to the Township.

III. Compensation. During the term of this Agreement, Auctioneer will receive, as compensation for promoting and conducting the auction, one thousand three hundred fifty dollars (\$1,350.00), which shall be payable by the Township. Said amount will be deducted from the auction proceeds when settlement is made. Auctioneer will issue a company check to the Township within ten (10) business days after the auction for the net proceeds of the sale.

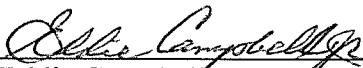
IV. Township Responsibilities.

- a. The Township will assist in whatever way possible to the successful completion of the sale.
- b. The Township warrants and represents to the Auctioneer that the Township owns and has full authority and lawful power to sell and shall deliver title to the property set for in Schedule A attached hereto, and made a part hereof. The Township represents that it owns the property, free of all liens, encumbrances and indebtedness other than those appearing of record in title report, and that said property can be auctioned without violation of any Federal, State, or other regulation.
- c. The Township will provide premises on which said property is located to conduct the sale and furnish water, power, light, and bathroom facilities and provide for public and personal liability insurance.
- d. The Township shall provide an individual to assist the Auctioneer in starting vehicles and answering questions about any equipment.
- e. The Township shall provide bills of sale for units sold (where applicable) at least one week prior to the auction.


- V. Equal Opportunity.
- a. In consideration of the execution of this Agreement, the Independent Auctioneer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Auctioneer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
 - b. The attention of the Independent Auctioneer 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 Auctioneer 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.
- VI. 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.
- VII. New Jersey Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.
- VIII. 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 Auctioneer.
- IX. 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 justly 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.
- X. Captions. The captions or the paragraph headings contained in this Agreement are solely for the purposes of convenience and shall no be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

- XI. Entire Agreement. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- XII. Termination. The parties hereto may terminate this Agreement by either party giving fifteen (15) days written notice to the other, the fifteen days shall be counted from the date of receipt of the notice. All written notices shall be delivered via hand delivery to the Township Clerk, mailed via first class, certified mail return receipt requested or via commercial overnight delivery service.
- XIII. In the event that either party shall not fulfill its obligation under this agreement, that party shall be considered to be in default of the agreement. Where the default is a non-monetary default, the defaulting party shall be given fifteen (15) days from the date of the default to attempt to cure the default. Thereafter, the non-defaulting party may seek any remedy available to them in equity or law.

In Witness Whereof, this Agreement has been executed on this 24 day of May, 2005, for the purpose and the term specified herein.

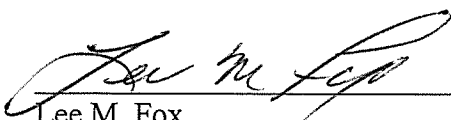


Eddie Campbell
Mayor



Marie Annese, RMC
Township Clerk

Lee M. Fox Auctioneering

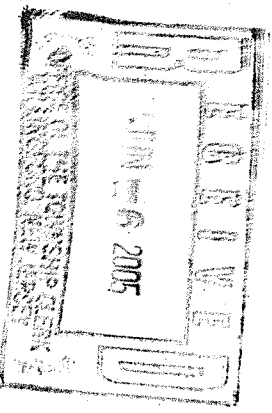


Lee M. Fox

VEHICLES TO BE AUCTIONED
JUNE 2005

	Car #	Color	YR	MAKE	MODEL	VIN #	TAG #	Mileage
AUCTION	1602	SILVER	1991	OLDS	CUTLASS SUPREME	1G3WH5417MD333668	AES-42Y	92,780
AUCTION	1604	WHITE	1994	FORD	CROWN VICTORIA	2FALP71W6RX154219	MG-15918	119,000
AUCTION	1605	WHITE	1994	FORD	CROWN VICTORIA	2FALP71W9RX166204	CJ-974B	113,000
AUCTION	1612	WHITE	1997	FORD	CROWN VICTORIA	2FALP71W0VX207426	MG-28951	91,800
AUCTION	1613	WHITE	2000	FORD	CROWN VICTORIA	2FAFP71W3YX203856	MG-43943	95,554
AUCTION	1617	WHITE	1997	FORD	EXPEDITION	1FMEU18W1VLB12526	MG-28907	156,700
AUCTION	1620	WHITE	2000	FORD	CROWN VICTORIA	2FAFP71WXYX203675	MG-43941	102,900
AUCTION	1622	WHITE	2000	FORD	CROWN VICTORIA	2FAFP71WY6X203673	MG-47064	79,995
AUCTION	1624	WHITE	2000	FORD	CROWN VICTORIA	2FAFP71W9YX203859	MG-43937	84,400
AUCTION	1626	WHITE	2000	FORD	CROWN VICTORIA	2FAFP71W8YX203674	MG-43942	totalled
AUCTION	1628	WHITE	1991	CHEV	CAPRICE	1G1BL5379MMW227902	MG-95LL	96,840
AUCTION	9131	WHITE	1991	CHEV	CAPRICE	1G1BL5375MMW229131	MG-13LM	125,175
AUCTION	1637	WHITE	1988	FORD	TAURUS	1FABP50U5JA166525	CJK-88X	125,770
AUCTION	OLD DARE	BLACK	1984	BUICK	REGAL	1G4AK797EH502695	NO TAG	totalled new er
AUCTION	FROM CO	RED	1990	ACURA	INTEGRA	JH4DA9364LS0098892	NO TAG	199,310
AUCTION	FROM CO	BLUE	1993	CHEV	CORSICA	1G1LT53TXPY236196	NO TAG	154,074
AUCTION	INSPECTION	BLUE	1993	FORD	TEMPO	1FAPP36X0PK212689	MG18006	143,527
AUCTION	INSPECTION	BLUE	1993	FORD	TEMPO	1FAPP36X7PK212690	MG18005	137,177
AUCTION	INSPECTION	BLUE	1993	FORD	TEMPO	1FAPP36X0PK212692	MG17998	132,748
AUCTION	FROM CO	BLACK	1990	INFINITY	Q45	JNKN01C5LM001926	NO TAG	138,156

* Rep For Parts Not Auctioned



TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus -2005

ITEM	MANUFACTURER	MODEL	VIN OR SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Laptop (needs RAM and battery)	Gateway	Solo 5300	n/a	1879	unk	I	Police
Laptop	Keynote						
Computer	Dell	OptiPlex DCM		1036	unk	I	Police
Computer (tower)	ECS			1190	unk	I	Police
Computer monitor	DiGiview			n/a	unk	I	Police
Printer	Hewlett Packard	HR-1510	3DA489B1300403	n/a	unk	I	Police
Printer/Fax Machine	Canon	C3941A	USCB184970	278	unk	I	Police
48XCD-RW Drive	BUSlink	MultiPass C530	YKE69952	1435	unk	I	Police
CD Writer Plus	Hewlett Packard	RW4848	n/a	n/a	unk	I	Police
4" card laminator	GBC	8200e Series	MY93259ZXB	n/a	unk	E	Police
Computer Accessories (1 box)	n/a	n/a	n/a	n/a	unk	E	Police
Telephone	At&T	n/a	n/a	n/a	unk	E	Police
SCBA Cases (6 each)	Scott	MLX100	n/a	n/a	unk	G	Police
Incident Command Board	Unknown	Hard Case SCBA	n/a	n/a	unk	I	Manager
Wet Vac	Survivair	N/A	N/A	n/a	unk	F	Fire
Chevy Center Console	GMC	Salvage-Master	901067S	n/a	unk	F	Fire
Sleeping Cot (11 each)	Unknown	Chevy	n/a	n/a	unk	F	Fire
VHS camera	Minolta	n/a	n/a	n/a	unk	F	Fire
Typewriter	Nakajima	Master Series V-11R	n/a	n/a	unk	F	Fire
Ricoh	Priport drum-black	AE710	n/a	724	unk	P	Fire
Ricoh	Priport drum-orange	VT3000II-C	C3301010001	1463	unk	I	Finance
Ricoh	Priport drum-navy	VT3000II-C	C55607-17270	n/a	unk	I	Recreation
Copy Printer	drum-green	VT3000II-C	C330-1010020	n/a	unk	I	Recreation
Copy Printer	drum-blue	CPDRT1	13750/00344	n/a	unk	I	Recreation
Brox Copier	Xerox	CPDRT1	13762/00342	n/a	unk	I	Recreation
		5328	n/a	1690	unk	I	Recreation

* E=Excellent; G=Good; F=Fair; P=Poor; I=Inoperable

TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus - 2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Copier	Savin	3400DNP	n/a	955	unk	I	Recreation
Copier	Sharp	AR-407	n/a	1239	1999 ?	I	Recreation
Copier	Gestetner	5170	3407	n/a	unk	I	Recreation
Printer Cabinet	Epson	B7089D	n/a	n/a	unk	G	Recreation
Printer	Epson	LQ2180	n/a	975	unk		Recreation
Printer	Okidata	4000	OXPOO39515	1310	donated	I	Recreation
Printer	NEC Pinwriter	Microline 184	94303092073K	n/a	donated	I	Recreation
Printer	Tandy	P3200	562303431S	1309	donated	I	Recreation
Printer		DMP134	209019	1307	donated	I	Recreation
Printer	HP	DICONX-300W	PAA81R1838	n/a	donated	I	Recreation
Printer	HP	Deskjet 720C	MX92R1S0B5	n/a	unk	I	Recreation
Printer	HP	Deskjet 660Cse	n/a	n/a	donated	I	Recreation
CHAIRS (50+)		Deskjet 560C	3419	1261	unk	I	Recreation
SHELVING UNITS					unk	F	LIBRARY
ROLLING CARTS (several)					unk	F	LIBRARY
SMALL DESK (several)					unk	F/P	LIBRARY
WORK DESK (several)					unk	F/P	LIBRARY
STUDY DESK (several)					unk	F	LIBRARY
TABLES-ROUND (7)					unk	F/P	LIBRARY
TABLES-SQUARE (4)					unk	F/P	LIBRARY
OFFICE EQUIPMENT-VARIOUS					unk	F/P	LIBRARY
					unk	P/I	LIBRARY

* E=Excellent; G=Good; F=Fair; P=Poor; I=Inoperable

TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus - 2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Kehtron Monitor							
Dell Monitor		AC-770	7D904023061				
Digi View		D1028L	84779-DKVTB-88		unk		Police
Dexxa Mouse		AT1097F	7AA189C1800032		unk		Police
BTC Keyboard			LC2342004842		unk		Police
Gateway Docking Port		5197	3892A045		unk		Police
HP Printer Desk Jet 855 Cse		MD-3	AD601270382		unk		Police
Microsoft Keyboard			SG62A1502Q		unk		Police
Gateway Laptop		SK-710W	C9808211261		unk		Police
Gateway Laptop		Solo 5300	BQB01236556		unk		Police
Gateway Laptop		Solo 5300	BQB01190120		unk		Police
Gateway Laptop		Solo 5300	BQB01236367		unk		Police
Gateway Laptop		Solo 5300	BQB01236559		unk		Police
Gateway Laptop		Solo 5300	BQB01236557		unk		Police
Overhead Projector BUHL		Solo 5300	BQB01236547		unk		Police
Dell Opti Plex		#80	15230		unk		Police
Bay Networks		MMP	OU14Q		unk		Police
Bay Networks		303 24 port	OBC398		unk		Police
Federal Signal Corporation		303 24 port	OBC3B5		unk		Police
General Electric VHF MVS		SMC1			unk		Police
Standard Rapid Charger			8186834		unk		Police
Standard Rapid Charger			69U090157		unk		Police
Standard Rapid Charger			82U260056		unk		Police
General Electric VHF MVS			82U260058		unk		Police
HF Radio Transmit			8304949		unk		Police
HF Radio Transmit			19C851086P10		unk		Police
Federal Signal Corporation PA300			19C851086P10		unk		Police
Federal Signal Corporation PA300			193		unk		Police
Federal Signal Corporation PA300			98161		unk		Police
Federal Signal Corporation			97206		unk		Police
	SW400SSJ				unk		Police
					unk		Police

MasterListSurplus, 6/8/2005

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TOWNSHIP OF WILLINGBORO
 Equipment/Furniture Deemed to be Surplus -2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I *)	DEPARTMENT
Mobile Vision Control			15-143				
Whelen Pa/ Yelp/ Wail			P23047		unk		Police
Dynamax			MS100		unk		Police
Federal Signal Corporation					unk		Police
Federal Signal Corporation PA300		SW400SSJ			unk		Police
Computer Mount					unk		Police
"Hot Dog" Temperature For K-9 Vehicles			192		unk		Police
Federal Signal Corporation					unk		Police
General Electric MVS Radio		SW400SSJ			unk		Police
Smith and Wesson Siren					unk		Police
Galls street Thunder XL200			1193225		unk		Police
Federal Signal Corporation Signal Master			8006452		unk		Police
Smith and Wesson			2745		unk		Police
Federal Signal Corporation		SMCI			unk		Police
Federal Signal Corporation		800	8006450		unk		Police
Federal Signal Corporation		SW400SSJ			unk		Police
Arrowstik Code 3 Public Safety Equip., Inc.		SW400SSJ			unk		Police
Federal Signal Corporation			9404Z812/S99114		unk		Police
Smith and Wesson		SW400SSJ			unk		Police
Smith and Wesson		800			unk		Police
Smith and Wesson		800	8007075		unk		Police
Gall's Transmitter RH-92		800	8006453		unk		Police
Kehtron Tower			8006447		unk		Police
Dell Monitor					unk		Police
Kehtron Tower					unk		Police
Kehtron Monitor		M781P		1784	unk		Police
Kehtron Monitor			MX-06C046-47801-14B-1131M		unk		Police
Kehtron Monitor					unk		Police
Kehtron Tower		AC-770	7D904023007	1783/01031	unk		Police
Kehtron Monitor		AC-770	7D904023102		unk		Police
Kehtron Tower					unk		Police
Kehtron Tower		AC-770	7D904023099	1785	unk		Police
Kehtron Tower					unk		Police
Kehtron Monitor				1782	unk		Police
Kehtron Monitor				1787	unk		Police
Kehtron Monitor		AC-770E	7E934019552		unk		Police
Kehtron Monitor		AC-770	7D904023068		unk		Police
Kehtron Monitor		AC-770	7D904023106		unk		Police
Kehtron Monitor					unk		Police

MasterListSurplus, 6/8/2005

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TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus - 2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Kehtron Monitor							
Kehtron Tower		AC-770E	7E914002335		unk		Police
Alexander Mfg. Co							
10-Motorola MT 500 Portable Radios		TA3500 II	354405	1788	unk		Police
4- Standard HX 400 Portable Radios				n/a	unk		Police
2-Motorola Visar Portable Radios				n/a	unk		Police
2-GE PCS Portable Radios				n/a	unk		Police
1bx of misc. parts for portable radios				n/a	unk		Police
2-small bxs of siren /mobile vision parts				n/a	unk		Police
15-GE VHS mobile radios w/speakers/mikes/mounts				n/a	unk		Police
17-Kenwood TK 830 mobile radios w/speakers/mikes/mounts				n/a	unk		Police
4-Motorola Radius AM 300 mobile radios/parts				n/a	unk		Police
2-Laptop mounts				n/a	unk		Police
Motorola Portable Radio				n/a	unk		Police
Motorola Portable Radio		MT 500	2065	n/a	unk		Police
Motorola Portable Radio			7777	n/a	unk		Police
Motorola Portable Radio			1616	n/a	unk		Police
Motorola Portable Radio			1605	n/a	unk		Police
Motorola Portable Radio			1615	n/a	unk		Police
Motorola Portable Radio			1604	n/a	unk		Police
Motorola Portable Radio			1608	n/a	unk		Police
Motorola Portable Radio			1602	n/a	unk		Police
Motorola Portable Radio				n/a	unk		Police
Standard Portable Radios				n/a	unk		Police
Standard Portable Radios		HX 400	640020195	n/a	unk		Police
Standard Portable Radios			650040292	n/a	unk		Police
Standard Portable Radios			650040298	n/a	unk		Police
Motorola Portable Radios				n/a	unk		Police
Motorola Portable Radios		Visar	16167	n/a	unk		Police
E Portable Radios			16143	n/a	unk		Police
E Portable Radios		PCS	101-3079	n/a	unk		Police
E Portable Radios			3838	n/a	unk		Police
E Portable Radios			3082	n/a	unk		Police
E Portable Radios			3069	n/a	unk		Police

MasterListSurplus, 6/8/2005

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TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus - 2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Motorola Standard Portable Radios		Visar, MT500		n/a	unk		Police
Mobile Vision Control		VHS Recorder		n/a	unk		Police
GE Mobile Radios W/Accessories		MSV	1229722	n/a	unk		Police
GE Mobile Radios W/Accessories			8236892	n/a	unk		Police
GE Mobile Radios W/Accessories			1193261	n/a	unk		Police
GE Mobile Radios W/Accessories			228	n/a	unk		Police
GE Mobile Radios W/Accessories			223	n/a	unk		Police
GE Mobile Radios W/Accessories			222	n/a	unk		Police
GE Mobile Radios W/Accessories			179	n/a	unk		Police
GE Mobile Radios W/Accessories			216	n/a	unk		Police
GE Mobile Radios W/Accessories			227	n/a	unk		Police
GE Mobile Radios W/Accessories			183	n/a	unk		Police
GE Mobile Radios W/Accessories			256	n/a	unk		Police
GE Mobile Radios W/Accessories			259	n/a	unk		Police
GE Mobile Radios W/Accessories			226	n/a	unk		Police
GE Mobile Radios W/Accessories			229	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			1357560	n/a	unk		Police
Kenwood Mobile Radios W/Accessories		TK830	74	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			5100-079	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			97	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			98	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			99	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			100	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			101	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			102	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			103	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			104	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			105	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			106	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			107	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			109	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			110	n/a	unk		Police
Kenwood Mobile Radios W/Accessories			202	n/a	unk		Police

MasterListSurplus, 6/8/2005

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TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus - 2005

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I*)	DEPARTMENT
Kenwood Mobile Radios W/Accessories							
Motorola Mobile Radios W/Accessories			218	n/a	unk		Police
Motorola Mobile Radios W/Accessories		AM 300	159 Tune 414	n/a	unk		Police
Motorola Mobile Radios W/Accessories			159 Tune 428	n/a	unk		Police
Motorola Mobile Radios W/Accessories			159 Tune 425	n/a	unk		Police
2 Laptop Mounts unknown Manufacturer			159 Tuq 8022	n/a	unk		Police
Computer	Dell			n/a	unk		Police
Computer	Dell	Inspiron 5000		2203	unk	F	Recreation
				942	unk	I	Recreation
Computer (approx. 14) various manufacturers	Gateway 2000, Ast-Bravo, NCR, Judge, Dell, CPU	4DX-33V-CPU	various	various	various	I	Recreation
Monitors (approx. 18) various manufacturers	Gateway, Dell, Samsung, IBM, Goldstar, Vision, Compaq, Compudyne	various	various	n/a	donated	I	Recreation
Keyboards (approx. 22) various manufacturers	various	various	various	n/a	donated	I	Recreation
Keyboard	Dell	various	v	n/a	donated	I	Recreation
Keyboard	Dell	Dell	mx-0419tg	n/a	unk	G	Recreation
Misc. computer/electrical accessories	various	HP	J8120D3034	n/a	unk	unk	Recreation
Keyboards (7)	Compaq & Kehtron	various	various	various	unk	I	Recreation
Table, brown	n/a	n/a	n/a	n/a	unk	I	Police
		n/a	n/a	n/a	unk	F	Police

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RESOLUTION NO. 2005 - 86
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 5/24, 2005, that an Executive Session closed to the public shall be held on 5/24, 2005, at 9:30 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

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2005- 87

A RESOLUTION RECOGNIZING IAFF LOCAL 3091 AS A SEPARATE BARGAINING UNIT FOR THE TOWNSHIP OF WILLINGBORO FIRE DEPARTMENT'S SUPERIOR FIRE OFFICERS.

WHEREAS, International Association of Fire Fighters AFL-CIO-CLC (hereinafter, "IAFF") Local 3091 has petitioned for recognition of a separate bargaining unit for superior fire officer employees, specifically Fire Captains known as Shop 16 (O) of Local 3091, from the rank and file firefighters bargaining unit known as Shop 16 (F) of Local 3091, within the Township of Willingboro; and

WHEREAS, the potential members of Shop 16(O) Local 3091 have already been paying union dues, consistent with a bargaining unit which is already organized; and

WHEREAS, there are currently two members who are eligible to participate in the above referenced superior fire officers bargaining unit; and

WHEREAS, those who are eligible have no opposition to the formation of this bargaining unit; and

WHEREAS, as a result of there being no potential eligible members who would oppose the bargaining unit; and

WHEREAS, the Township Council has agreed to voluntarily recognize the Fire Captain's bargaining unit, known as Shop 16(O) of IAFF Local 3091; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this on this 24th day of May, 2005, that the Township Council hereby recognizes Shop 16 (O) of IAFF Local 3091 as the Fire Captains bargaining unit within the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to the IAFF Local 3091 for their information and attention.

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

Marie Annese
Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

MADE A TRUE COPY OF RESOLUTION ADOPTED
TOWNSHIP TWP. COUNCIL ON May 24/2005
Marie Annese
TOWNSHIP CLERK

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2005- 87

A RESOLUTION RECOGNIZING IAFF LOCAL 3091 AS A SEPARATE BARGAINING UNIT FOR THE TOWNSHIP OF WILLINGBORO FIRE DEPARTMENT'S SUPERIOR FIRE OFFICERS.

WHEREAS, International Association of Fire Fighters AFL-CIO-CLC (hereinafter, "IAFF") Local 3091 has petitioned for recognition of a separate bargaining unit for superior fire officer employees, specifically Fire Captains known as Shop 16 (O) of Local 3091, from the rank and file firefighters bargaining unit known as Shop 16 (F) of Local 3091, within the Township of Willingboro; and

WHEREAS, the potential members of Shop 16(O) Local 3091 have already been paying union dues, consistent with a bargaining unit which is already organized; and

WHEREAS, there are currently two members who are eligible to participate in the above referenced superior fire officers bargaining unit; and


WHEREAS, those who are eligible have no opposition to the formation of this bargaining unit; and

WHEREAS, as a result of there being no potential eligible members who would oppose the bargaining unit; and

WHEREAS, the Township Council has agreed to voluntarily recognize the Fire Captain's bargaining unit, known as Shop 16(O) of IAFF Local 3091; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this on this 24th day of May, 2005, that the Township Council hereby recognizes Shop 16 (O) of IAFF Local 3091 as the Fire Captains bargaining unit within the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to the IAFF Local 3091 for their information and attention.


Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
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"/>



TOWNSHIP OF WILLINGBORO

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

May 31, 2005

Paulette Brown, Esq.
Duane Morris LLP
744 Broad Street
Suite 1200
Newark, New Jersey 07102-3389

**Re: Willingboro Supervisors
Association**

Dear Ms. Brown:

Attached are two certified copies of Resolution No. 2005 - 87 which was adopted by Willingboro Township Council at their meeting of May 24, 2005. Please keep one copy for your file and forward the second to the IAFF Local 3091 for their information and attention.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

DUANE MORRIS

FIRM and AFFILIATE OFFICES

RECEIVE

JUN - 9 2005

OFFICE OF THE TWP CLERK
WILLINGBORO, NEW JERSEY

NEW YORK
LONDON
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HARRISBURG
BANGOR
PRINCETON
PALM BEACH
WESTCHESTER

PAULETTE BROWN
DIRECT DIAL: 973.424.2046
E-MAIL: PBrown@duanemorris.com

www.duanemorris.com

June 7, 2005

VIA FACSIMILE NO.: 609.777.0089 AND U.S. MAIL

Ms. Jennifer Malinowski
Assistant to the Director of Representation
State of New Jersey
Public Employment Relations Commission
P.O. Box 429
Trenton, New Jersey 08625-0429

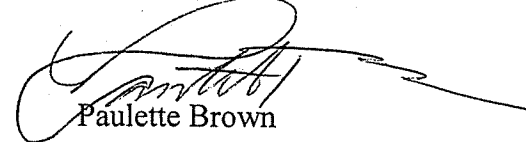
Re: Willingboro Township and IAFF Local 3091
Docket No.: RO-2005-091
Our File No.: K0389.00001

Dear Ms. Malinowski:

Enclosed please find a copy of the Resolution which was passed by the Willingboro Township Council at their meeting on May 24, 2005. By copy of this letter, I am also providing Mr. Kemery with a copy for his file.

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

Very truly yours,


Paulette Brown

PB:mdr
Enclosures

cc: Keith Kemery (w/encl.)
Denise Rose, Willingboro Township Manager
Marie Annese, Willingboro Township Clerk

RESOLUTION NO. 2005 - 88

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, had established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

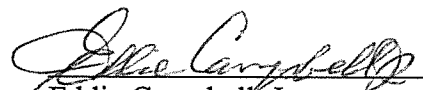
WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

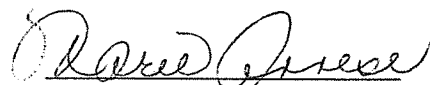
WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED, that Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates James Gray as Willingboro Recycling Coordinator to ensure that the said application is properly filed.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 89


A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

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


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 14th day of June, 2005, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

TRANSCONTINENTAL TITLE 2605 ENTERPRISE ROAD SUITE 300 CLEARWATER, FL. 33759 BLOCK 134 LOT 6 21 SYLVAN LANE OVERPAYMENT TAXES	\$842.37
GENESIS TITLE AGENCY 27 CEDAR ST. MT. HOLLY, N.J. 08060 BLOCK 317 LOT 20 230 PAGEANT LANE OVERPAYMENT TAXES	778.69
BRENDA ANTHONY 78 MARBORO LANE WILLINGBORO, N.J. 08046 BLOCK 536 LOT 25 78 MARBORO LANE OVERPAYMENT TAXES	804.64
ALFRED & PAULINE JOHNSON 148 SOMERSET DRIVE WILLINGBORO, N.J. 08046 BLOCK 125 LOT 12 148 SOMERSET DRIVE OVERPAYMENT TAXES	268.84
BASS, HENRY LEE & CELESTINE 46 MARBLESTONE LANE WILLINGBORO, N.J. 08046 BLOCK 517 LOT 15 46 MARBLESTONE LANE OVERPAYMENT TAXES	844.55
BOBBIE PERSON 10 COUNTRY CLUB ROAD WILLINGBORO, N.J. 08046 BLOCK 409 LOT 31 10 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1321.70

NEW VISION TITLE AGENCY
2515 HIGHWAY 516
OLD BRIDGE, N.J. 08857
BLOCK 131
LOT 19
239 SOMERSET DRIVE
OVERPAYMENT TAXES

\$877.32

LSI TAX SERVICES
3100 NEW YORK DRIVE, SUITE 100
PASADENA, CA. 91107
BLOCK 625
LOT 36
9 HINSDALE LANE
OVERPAYMENT TAXES

1021.64

LANIECE ALLISON-BROWN
93 HILLCREST LANE
WILLINGBORO, N.J. 08046
BLOCK 628
LOT 7
93 HILLCREST LANE
OVERPAYMENT TAXES

929.24

COLLEGIATE TITLE
110 MARTER AVENUE, SUITE 107
MOORESTOWN, N.J. 08057
BLOCK 544 LOT 9
6 MAYFAIR CIRCLE
BLOCK 823 LOT 8
28 EXPRESS LANE
BLOCK 831 LOT 8
21 ELMIRE LANE
OVERPAYMENT TAXES

858.72

977.00

1150.77

DOLLINGER & OSTROWSKY, ATTY.
293 EISENHOWER PARKWAY
SUITE 100
LIVINGSTON, N.J. 07039
BLOCK 902
LOT 59
23 ROXBURN PLACE
OVERPAYMENT TAXES

805.69

WELLS FARGO
1 HOME CAMPUS, MACX2502-011
DES MOINES, IA. 50328
BLOCK 1009 LOT 13
39 NEPTUNE LANE
BLOCK 129 LOT 11
6 SPRINGFIELD LANE
OVERPAYMENT TAXES

361.79

302.41

AMERICAN TITLE
9 EAST STOW ROAD, SUITE D
MARLTON, N.J. 08053
BLOCK 713
LOT 3
10 GARY LANE
OVERPAYMENT TAXES

967.69

WELLS FARGO
1 HOME CAMPUS
DES MOINES, IA. 50328-0001
BLOCK 136 LOT 11
44 SPIRALWOOD LANE
BLOCK 234 LOT 22
74 BOXWOOD LANE
BLOCK 402 LOT 15
43 WINTERBERRY LANE
BLOCK 609 LOT 11
12 HUDSON PLACE
BLOCK 824 LOT 16
17 EDGEWATER LANE
BLOCK 1125 LOT 9
3 TIPTON LANE

1469.74

174.43

155.74

327.60

327.74

141.20

SERVICELINK
4000 INDUSTRIAL BLVD.
ALIQUIPPA, PA. 15001
BLOCK 702
LOT 6
84 GAFFNEY LANE
OVERPAYMENT TAXES

978.59

GREAGER, CLARENCE & EVA
40 PARSON LANE
WILLINGBORO, N.J. 08046
BLOCK 324
LOT 9
40 PARSON LANE
OVERPAYMENT TAXES

942.63

CHANCELLOR TITLE
353 C. ROUTE 46 WEST
SUITE 211
FAIRFIELD, N.J. 07006
BLOCK 703
LOT 20
37 GAFFNEY LANE
OVERPAYMENT TAXES

953.53

XU & IACONA, P.C. ATTY
244 BRIDGE STREET
METUCHEN, N.J. 08840
BLOCK 806
LOT 19
60 EAST LANE
OVERPAYMENT TAXES

1025.45

RESOLUTION NO. 2005 - 90

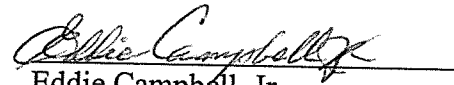
**AUTHORIZING RELEASE OF MAINTENANCE BOND
DR. SCIMECA, SURGICAL CENTER OF BURLINGTON COUNTY**

WHEREAS, there has been a request from Dr. Scimeca, Surgical Center of Burlington County, Planning Board applicant, regarding the release of their Maintenance Bond; and

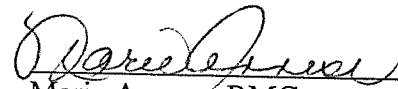
WHEREAS, an inspection has been conducted on the referenced project and it is the recommendation of the Township Engineer, in accordance with his letter dated May 16, 2005, that the Maintenance Bond originally established in the amount of \$27,698.78 be released contingent upon payment of all outstanding bills.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, that the Maintenance Bond established by Dr. Scimeca, Surgical Center of Burlington County be released.

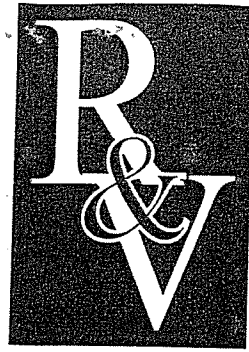
BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director, the Auditor, the applicant and the Planning Board for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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



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

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

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

May 16, 2005

MAY 18 2005

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

Re: Township of Willingboro
 Surgical Center of Burlington County
 RV&A File #03381007

Dear Ms. Rose:

Our office has conducted an inspection to the above referenced project. Based upon our investigation, we recommend the release of the Maintenance Guarantee originally established in the amount of \$27,698.78.

Contingent upon this release is the payment of all outstanding Remington, Vernick & Arango Engineer invoices. If you should have any questions, please contact our Bordentown office at 609-298-6017.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

Richard Arango

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

RGA:kpc

cc: Marie Annese, Twp. Clerk
 Richard Brevogel, Public Works Director
 Dr. Gregory Scimeca
 K. Wendell Bibbs, RV&A
 Syreeta Paul, RV&A
 George H. LaPorte III, C.M.I., A.E.T., Senior Field Supervisor

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

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

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

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

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

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

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

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

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

www.rve.com

Established in 1901

Handwritten notes and stamps at the bottom right of the page, including a date stamp 'MAY 18 2005' and some illegible scribbles.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

June 22, 2005

Dr. Gregory H. Scimeca
Burlington County Eye Physicians
225 Sunset Road
Willingboro, New Jersey 08046

Dear Dr. Scimeca:

Attached for your records and file is a certified copy of Resolution No. 2005 - 90 adopted by Willingboro Township Council at their meeting of June 14, 2005. By copy of the resolution be advised that the Maintenance Bond for \$27,698.78, posted on September 10, 2001 (for a period of two years) is hereby released.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

6/27/05
Voucher (Filed)
Signature & Returned -
To FINANCE / BARBARA
To PROCESS. M.A.

RESOLUTION NO. 2005 - 91

WHEREAS, the Sacred Heart Council #5337 Knights of Columbus and Foster Military Lodge Temple Association, High Twelve Craftsman's Club have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46,l; and


WHEREAS, it appears that the applications and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June 2005, that the Township Council makes the following findings.

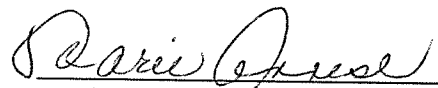
- (1) The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- (2) The Officers and Directors of the applicant club are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- (3) The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- (4) No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- (5) It is appropriate and in the public interest to approve the renewal of a club license for the Sacred Heart Council #5337 Knights of Columbus 0338-31-003-002 and Foster Military Lodge Temple Association, High Twelve Craftsman's Club #0338-31-004-001 for the period July 1, 2005 through June 30, 2006; and

BE IT FURTHER RESOLVED, that the Sacred Heart Council #5337 Knights of Columbus and Foster Military Lodge Temple Association, High Twelve Craftsman's Club, have complied with all applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control; and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED that certified copies of this resolution be provided to the Foster Military Lodge Temple Association, High Twelve Craftsman's Club and the Division of Alcoholic Beverage Control for their information and attention.


Eddie Campbell, Jr., Mayor

Attest:


Marie Annese, RMC, Twp. Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

June 15, 2005

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN - 087
Trenton, New Jersey 08625-0087

Re: **Club License Renewal (2)**
Sacred Heart Council #5337,
Knights of Columbus and
Foster Military Lodge Temple
Assoc., High Twelve Craftsmen

Dear Ms. Weiss:

Attached is a certified copy of Resolution No. 2004 - 91 adopted by Willingboro Township Council at their meeting of June 14, 2005 regarding the above. A copy of this letter along with a certified copy of the resolution will be sent to the applicants for their information and file.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

Att.

cc: Knights of Columbus
Foster Military Lodge

RESOLUTION NO. 2005 - 92

**A Resolution Awarding a Bid
for Installation of ADA Compliant
Automatic Doors at Library**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for the Installation of ADA Compliant Automatic Doors at Library; and


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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Automated Access Systems, P. O. Box 2082, Medford, New Jersey 08055** for the installation of ADA Compliant Automatic Doors at the Library – Alternate Bid No. 1 for \$38,421.00 as per the Township Engineer's recommendation of June 7, 2005, and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Certification Of Availability of Funds

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

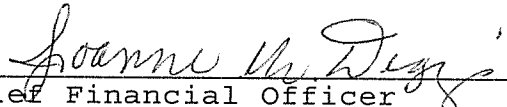
Resolution Date: 06/14/05
Resolution Number: 2005-92

Vendor: AUTO AUTOMATED ACCESS SYSTEMS
PO BOX 2082
MEDFORD, NJ 08055

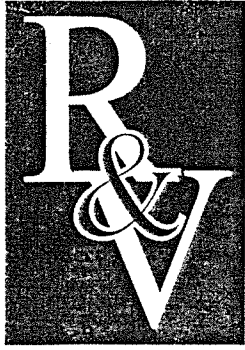
Contract: 05-00007 AUTOMATED ACCESS LIBRARY DOORS

Account Number	Amount	Department
G-01-41-728-000-299	38,421.00	
Total	38,421.00	

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



Chief Financial Officer



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

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

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DIRECTOR OF OPERATIONS
 CORPORATE SECRETARY
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Remington & Vernick
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 132 Kings Highway East
 Hammonton, NJ 08038
 (856) 795-8005
 (856) 795-1322 fax

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 (732) 506-8416 fax

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 Old Bridge, NJ 08857
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 (732) 691-0519 fax

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 Pleasantville, NJ 08237
 (609) 645-7110
 (609) 645-7076 fax

4907 New Jersey Avenue
 Woodford, NJ 08200
 (908) 226-1000
 (908) 226-1008 fax

Remington, Vernick
 & Beach Engineers
 100 Palmyra Street
 Palmyra, PA 19344
 (610) 347-1700
 (610) 347-1701 fax

1000 North 17th Street
 1000 North 17th Street
 1000 North 17th Street
 1000 North 17th Street
 1000 North 17th Street

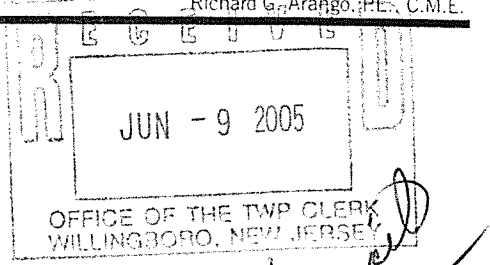
Remington, Vernick
 & Arango Engineers
 14 East Broad Street
 Burlington, NJ 08016
 (609) 337-1700
 (609) 337-8300 fax

www.rve.com

Established in 1901

June 7, 2005

Ms. Ramona Barrientos, Purchasing Director
 Township of Willingboro
 1 Salem Road
 Willingboro, New Jersey 08046



Re: Township of Willingboro
 Community Development Block Grant Program
 Installation of ADA Compliant Automatic Doors at the
 Willingboro Township Library
 CDBG Project No. 0638-04
 Our File #0338-T-018

Dear Ms. Barrientos:

We have tabulated the bids received on June 7, 2005, with reference to the above captioned project. The only contractor to submit a bid was Automated Access Systems, P.O. Box 2082, Medford, New Jersey 08055. Their bid submitted was for Alternate Bid No. 1 only, in the amount of \$38,421.00. A copy of the tabulation is enclosed for your review.

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

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.
 By

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

KWB/ms
 Enclosure

- c: Denise Rose, Township Manager
- Marie Annese, Township Clerk
- Michael Armstrong, Solicitor
- Richard G. Arango
- Frank J. Seney
- Hussein A. Kazan
- Syreeta Paul
- George LaPorte
- Karen Cole

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: INSTALLATION OF AUTOMATIC DOOR OPENERS AT THE
WILLINGBORO LIBRARY (RE-ADVERTISEMENT)

PROJECT NUMBER: 0338T018

CLIENT: WILLINGBORO TOWNSHIP

AUTOMATED ACCESS SYST.
PO BOX 2082
MEDFORD NJ 08055
609-654-1554
((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL
1	COMMERCIAL OPERATER WITH 4" PALM BUTTONS	12	UN	\$0.00	\$0.00
2	LATCH RELEASE ASSEMBLIES	6	UN	\$0.00	\$0.00
3	SHUT OFF VALVE FOR PALM BUTTONS	6	UN	\$0.00	\$0.00
4	WERTHER AIR COMPRESSOR, INCLUDING ANCHORING TO CONCRETE FLOOR	2	UN	\$0.00	\$0.00
5	48" WIDE X 42" HIGH BRUSHED ALUMINUM RAIL	2	UN	\$0.00	\$0.00
6	5/32" AIRLINE PLASTIC TUBES	1	LS	\$0.00	\$0.00
TOTAL AMOUNT BID					\$0.00
ALTERNATE BID #1					
1	ELECTROMECHANICAL DOOR OPERATOR SYSTEM (CASE, ARM, OPERATOR, CONTROL; LOW ENERGY ADA)	12	UN	\$2,105.08	\$25,260.96
2	ELECTRIAL STRIKE ADAMS RITE (7100 SERIES), OR APPROVED EQUAL	6	UN	\$506.78	\$3,040.68
3	DELAY ON MAKE RELAY MODULES	6	UN	\$184.15	\$1,104.90
4	FULL KIT: 2 PUSH PLATES, 2 BOXES, 2 TRANSMITTERS, RECEIVER (BEA 10SQ300) OR APPROVED EQUAL	12	UN	\$192.83	\$2,313.96
5	48" WIDE X 42" HIGH BRUSHED ALUMINUM RAIL	2	UN	\$339.21	\$678.42
6	110 VOLTS TO EACH UNIT	12	UN	\$501.84	\$6,022.08
TOTAL AMOUNT BID					\$38,421.00

RESOLUTION NO. 2005 – 93

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR EAGLE CONSTRUCTION – (WATER MAIN)
J. F. K. COMMUNITY CENTER PARKING LOT**


WHEREAS, Willingboro Township Council, by Resolution No. 2005 – 34, awarded a contract for the expansion of Kennedy Center Parking Lot to Eagle Construction in the amount of \$862,878.00; and

WHEREAS, the Engineer has submitted a change order to increase the contract, to include **emergency work not anticipated at time of bid** involving the installation of new water service line(s), fire hydrants and associated appurtenances, and


WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, as follows:

1. The change order #1 adjusts the contract to include the above changes, **emergency work at \$105,700.00.**
2. Change Order No. 1 adjusts the contract to include increases, which changes the original contract by 12.2% **increasing the contract to \$968,578.**
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


 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.

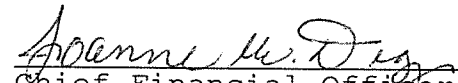
Resolution Date: 06/06/05
Resolution Number: WATER MAIN

Vendor: EAGLE016 EAGLE CONSTRUCTION COMPANY
1624 JACKSONVILLE RD
BURLINGTON, NJ 08016

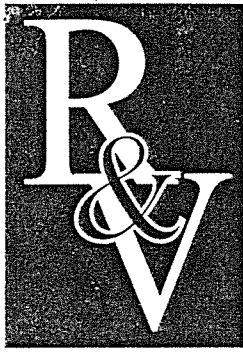
Contract: 05-00002 EAGLE-JFK PARKING LOT

Account Number	Amount	Department
C-04-55-904-004-928	107,625.00	2004 GENERAL CAPITAL
Total	107,625.00	

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



Chief Financial Officer



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

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232 Kings Highway East
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(609) 522-5150
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EDWARD VERNICK, P.E., C.M.E., President
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Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.
Richard G. Arango, P.E., C.M.E.

RECEIVED
JUN - 7 2005

OFFICE OF THE TWP CLERK
WILLINGBORO, NEW JERSEY

FAXED
6/3/05
KWB

*Cancelled
MAY/SOL*

June 3, 2005

Eagle Construction Services, Inc.
Attn: Vincent Pocino, Project Manager
1624 Jacksonville Road
P.O. Box 615
Burlington, New Jersey 08016

**Re: Township of Willingboro
JFK Community Center Parking Lot Improvements
Our File #0338-T-016**

Dear Mr. Pocino:

Please be advised that I have received verbal approval from the Township of Willingboro to authorize Eagle Construction Services, Inc., to install new water service line(s), fire hydrants, and associated appurtenances for the JFK Center Building.

As indicated in our telephone conversation today, the total cost for this change order is \$105,700.00 in accordance with the unit prices and supplemental pay items indicated on the attached correspondence.

Lastly, it is our intent to have this change order introduced at the June 14, 2005 meeting of Township Council. Therefore, representatives of my office will be contacting you in the near future to sign a prepared change order for this work.

Your cooperation in this matter is appreciated and if you have any questions, please feel free to call.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

By

K. Wendell Bibbs

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

KWB/ms
Attachment

c: Denise Rose, Twp. Manager
Mayor & Council C/O Marie Annese, Clerk
Michael Armstrong, Solicitor
Richard G. Arango
Ray Longmore
Karen Cole
Syreetta Paul

**EAGLE
CONSTRUCTION SERVICES, INC.
GENERAL CONTRACTORS**

P.O. Box 615
1624 Jacksonville Road
Burlington, NJ 08016

609-239-8000
Fax 609-239-8008

June 3, 2005

Wendell Bibbs, P.E.
REMINGTON, VERNICK & ARANGO
232 Kings Highway East
Haddonfield, New Jersey 08033

RE: TOWNSHIP OF WILLINGBORO
Community Center Parking Lot Expansion
ECSI Project No. 1382

SUBJECT: Water Main Drawing (REVISED)

Letter No. 006

Dear Mr. Bibbs:

Please find below our revised price for water main installation.

Our price is as follows:

ITEM NO.	DESCRIPTION	UNIT	PLAN QTY.	IF& WHERE	BID QTY.	UNIT QTY. S	DOLLARS
S1	8"D.I.	LF	565	0	565	54.00	30,510.00
S2	6" D.I. (including Road work & curb)	LF	628	0	628	57.50	36,110.00
S3	8" D.I. Fittings	EA	6	0	6	640.00	3,840.00
S4	6" D.I. Fittings	EA	4	0	4	595.00	2,380.00
S5	8" G.V.	EA	1	0	1	1,110.00	1,110.00
S6	6" G.V.	EA	1	0	1	900.00	900.00
S7	Fire Hydrant	EA	2	0	2	2,750.00	5,500.00
S8	Flowable Fill	LS	1	0	1	6,000.00	6,000.00
S9	Transition Coupling	EA	2	0	2	325.00	650.00
S10	Select Backfill	EY	0	350	350	31.00	16,275.00
S11	Trench Stabilization	CY	0	33	33	34.50	1,725.00
S12	Repair Valve	EA	1	0	1	700.00	700.00
							<u>700.00</u>
							\$105,700.00

We also request a time extension to July 30, 2005 as part of this change.

Please advise as soon as possible.

Very truly yours,

EAGLE CONSTRUCTION SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Vincent Pocino', written over the company name.

Vincent Pocino
Project Manager

Cc: File

RESOLUTION NO. 2005 - 34

Coyen

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the **Kennedy Center Parking Lot Expansion**; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Eagle Construction Services, Inc., 1624 Jacksonville Road, P. O. Box 615, Burlington, New Jersey in the amount of \$862,878.00 (Base Bid)**; and

WHEREAS, the bid of the above has been found to be correct and satisfactory both in form and in content; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of Willingboro, assembled in public session this 8th day of February, 2005, that the bid be accepted in the amount of \$862,878.00.

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

Eddie Campbell, Jr.
Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese
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 - 94
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

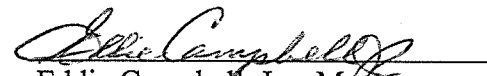
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 6/14, 2005, that an Executive Session closed to the public shall be held on 6/14, 2005, at 8:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 - 95

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

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

WHEREAS, Redeveloper has pursuant to its Construction and Management agreement appointed Willingboro Town Center South Manager, LLC, (hereinafter "Manager") as its manager of this property; and

WHEREAS, Willingboro Town Center South Manager, LLC intends to enter into a lease agreement with Puneet G. Masaun and Navaneet G. Masaun, d/b/a/ Quizno's Subs (hereinafter "Quizno's") for the rental of premises locate in the parcel known as Block 3, Lot 4.08 on the Tax Map of the Township of Willingboro; and


WHEREAS, N.J.S.A. 40A:12A-9 requires that Redeveloper and therefore Manager first obtain the written consent of the Township before leasing, selling, or transferring its interest in the Site or Property; and

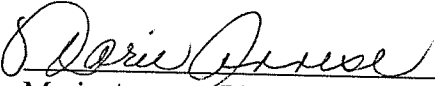
WHEREAS, in accordance with N.J.S.A. 40A:12A-9, the Township hereby consents to the proposed Lease agreement between Willingboro Town Center South Manager, LLC and Quizno's, provided said lease is in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, that the Township of Willingboro hereby consents to the proposed lease agreement between Willingboro Town Center South Manager, L.L.C., and Puneet G. Masaun and Navaneet G. Masaun, d/b/a/ Quizno's, subject to and provided said agreements are in compliance

with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Urban ReNEWal South, LLC, Willingboro Town Center South Manager, LLC and Puneet G. Masaun and Navaneet G. Masaun, d/b/a/ Quizno's for their information and attention.


Eddie Campbell, Jr.
Mayor


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 9-6


WHEREAS, Willingboro Township Council, by Resolutions in 2003 and 2004 awarded Professional Services contract to Paulette Brown, Esq.; and

WHEREAS, due to additional professional services requested of and delivered by Ms. Brown the current contract amount has increased by \$10,135.00; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2005, that the bills submitted regarding the additional professional services be approved and paid in the amount indicated.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Manager, Finance Department and Auditor for their information.


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.

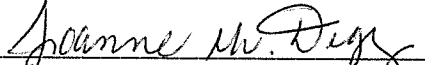
Resolution Date: 05/25/05
Resolution Number: ENCUMBRANCE

Vendor: DUA DUANE MORRIS LLP
ONE LIBERTY PLACE
PHILADELPHIA, PA 08046

Contract: 05-00006 DUANE MORRIS-BAL OF 04 FUNDS

Account Number	Amount	Department
4-01-20-155-000-131	10,135.00	TOWNSHIP ATTORNEY (LEGAL DEPT)
Total	10,135.00	

Only amounts for the 2004 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Need Resolutions for this amt

INVOICE BALANCE 2004

Services Rendered Labor and Employment Related to Willingboro Township by
Duane Morris LLP

ACTION ITEM

COST

Work place training

\$ 7,000.00

Labor Negotiations

15,000.00

Employee Complaints

2,600.00

Baldwin Investigation
and Sutton/Rose Investigation
(Excluding Report & Meeting)

8,000.00

Special Project

TOTAL

\$32,600.00

- 16,370.00 - PA PO 0501477 5/31/05

16,230.00

BAL

10,135.00

AVAILABLE - CERT DONE

6,095.00

SHORT

	billed through billed			
	11/30/2004 &	12/1-31/04	Total	Billing in
	Authorized	Paid to date	Billed	excess
Duane Morris				resolution
Resolution amounts				\$ 7,576
Training	\$ 10,000	\$ 10,576	\$ 7,000	\$ 17,576
Each employe dispute (12)	\$ 650	\$ 10,775	\$ 2,600	\$ 13,375
Union Negotiation	\$ 12,000	\$ 36,514	\$ 15,000	\$ 51,514
Employment Questions	\$ 3,200	\$ 765	\$ -	\$ (2,435)
not to exceed 75,000	\$ 75,000	\$ 58,630	\$ 24,600	\$ 8,230 ✓
May be over and above scope / special assignments from Township Council and Township Solicitor				
Investigations on behalf of Council	\$ 3,708	\$ 8,000	\$ 8,000	\$ 11,708
Other review prof. ser. agree	\$ 750	\$ -	\$ -	\$ 750
	\$ 4,458	\$ 8,000	\$ 8,000	\$ 12,458 ✓
Total billed services			\$ 95,688	
Expenses	\$ 1,659	\$ -	\$ 1,659 ✓	

Michael - Township has a total of \$20,000 available and encumbered in the legal budget if the bills submitted are from 2004 there may be a problem in paying full amount. Additionally, The Council may need to do an new or amended resolution to cover the additional charges.

paid to date