

**RESOLUTION NO. 2004 - 25**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

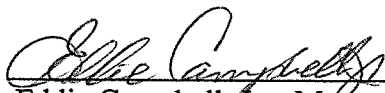
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/27, 2004, that an Executive Session closed to the public shall be held on 1/27, 2004, at 8 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

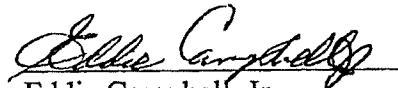
**RESOLUTION NO. 2004 - 26**

WHEREAS, the Willingboro Law Enforcement Supervisors Association and the Township of Willingboro have concluded collective labor negotiations; and


WHEREAS, it is appropriate to formally authorize the execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of January, 2004, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2003 through December 31, 2006.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Law Enforcement Supervisors Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Law Enforcement Supervisors Association for his information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



# TOWNSHIP OF WILLINGBORO

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

February 5, 2004

Lt. Gerald Valenta, President  
Law Enforcement Supervisors Association  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

Dear Lt. Valenta:

Attached is a copy of Resolution No. 2004 – 26 adopted by Willingboro Township Council at their meeting of January 27<sup>th</sup> along with a fully executed copy of the Collective Bargaining Agreement between the Law Enforcement Supervisors Association and the Township of Willingboro. This agreement covers the period of January 1, 2003 through December 31, 2006.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



# TOWNSHIP OF WILLINGBORO

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

February 5, 2004

Public Sector Librarian  
IMLR Library – Rutgers University  
Ryders Lane & Clifton Avenue  
New Brunswick, New Jersey 08903

Dear Sir/Madam:

Attached you will find a copy of Resolution No. 2004 – 26 which was adopted by Willingboro Township Council at their meeting of January 27, 2004.

Also attached is a fully executed copy of the collective bargaining agreement between the Law Enforcement Supervisors Association (LESA) and the Township of Willingboro for the period January 1, 2003 through December 31, 2006.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.





# TOWNSHIP OF WILLINGBORO

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

January 28, 2004

Lt. Gerald Valenta, President  
Law Enforcement Supervisors Association  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

Dear Lt. Valenta:

Attached is a copy of Resolution No. 2004 – 26, adopted by Willingboro Township Council at their meeting of January 27<sup>th</sup> authorizing the execution of the Collective Bargaining Agreement between the Law Enforcement Supervisors Association and the Township of Willingboro.

Also attached is the original and two copies of said agreement. After review, please sign and return the original and two copies. A fully executed copy will be provided to you once Mayor Campbell signs off.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

**COLLECTIVE BARGAINING  
AGREEMENT  
Between the  
LAW ENFORCEMENT SUPERVISORS  
ASSOCIATION  
and the  
TOWNSHIP OF WILLINGBORO  
for the period  
JANUARY 1, 2003 - DECEMBER 31, 2006  
Final - December 2003**

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This Agreement, is made and entered into this \*                    day of \*, by and between the **Township Council of the Township of Willingboro**, a body corporate and politic, hereafter referred to as the "Township"; and the **Law Enforcement Supervisors Association**, hereafter referred to as "LESA";

In consideration of the mutual promises contained herein, **It is Hereby Agreed as Follows:**

**1. General Purpose:** This agreement is entered into in order to promote harmonious relations between the Township and LESA, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

**2. Non-Discrimination:** The Township and LESA agree that all provisions of this Agreement shall be applied equally to all employee members of LESA in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual LESA membership.

**3. Recognition of Bargaining Unit:** The Township recognizes, in accordance with a 1992 ruling by the Public Employment Relations Commission, LESA as the sole and exclusive collective negotiating representative for full-time sworn police Sergeants, Lieutenants and Captains employed by the Township.

**4. Management Rights:** The Township shall have the right to determine all matters concerning the management or administration of the Police Department, subject to the provisions of this Agreement.

**5. Grievance Procedure:**

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance shall contravene the provisions of this Agreement.

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person must verbally present the grievance to the Immediate Supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Immediate Supervisor shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety and to the President of LESA.

5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of LESA. The Director of Public Safety, or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the President of LESA, or his or her designee, and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of LESA.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) days period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of LESA. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of LESA designated by LESA in an attempt to adjust the matter within twenty-one (21) calendar days, and shall render a decision in writing, within twenty-one (21) calendar days, with copies to the aggrieved person, the Director of Public Safety, and the President of LESA.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, LESA may, within seven (7) days after the decision of the Township Manager serve notice on the Township Manager that the matter is being referred to final binding arbitration. If the Township Manager has not met with the grievant as outlined in section 5.6, LESA may on the 22nd day after the grievance was submitted to him or her serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

## 6. Minor Disciplinary Action:

6.1. A Minor Disciplinary Action, as used in this Agreement, is defined in accordance with law as a disciplinary action against a public employee that results in a penalty may not be appealed in accordance with the proceedings and regulations within the jurisdiction of the New Jersey Department of Civil Service.

6.2. A Minor Disciplinary Action is initiated within the Police Department in accordance with procedures established within the Police Department and subject to review and determination by the Director of Public Safety.

6.3. If the employee who is the subject of Minor Disciplinary Action is not satisfied with the decision of the Director of Public Safety, that employee may appeal the Minor Disciplinary Action to the Township Manager within seven (7) days after the decision is rendered, in writing, by the Director of Public Safety. The appeal shall include a copy of the written decision of the Director of Public Safety and such written information as the employee may wish to submit in support of his or her appeal. A copy of the written appeal of the Minor Disciplinary Action shall be served by the employee upon the Director of Public Safety at the same time that it is filed with the Township Manager. The Director of Public Safety shall have seven (7) days to submit any additional information that the Director of Public Safety deems relevant to the Township Manager with a copy to be provided to the employee. The Township Manager, or the designated representative of the Township Manager, shall meet with the employee and the Director of Public Safety, or his designated representative and any representative of LESA designated by LESA in order to review the circumstances that led to the Minor Disciplinary Action. The Township Manager shall render a decision, in writing, with copies to the employee, the Director of Public Safety, and the President of LESA, within twenty-one (21) calendar days after the meeting with the employee and the Director of Public Safety. The decision of the Township Manager on the Minor Disciplinary Action shall be final. Nothing herein shall preclude the employee from seeking redress through the New Jersey Court System.

**7. Private Legal Counsel:** The Township recognizes its obligations under *R.S. 40A:14-155*. Thus, as provided below, whenever a member of LESA shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

7.1. In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that LESA and the Township shall establish a panel of six (6) attorneys and that the members of LESA may select one from among those attorneys for their representation. The membership of the panel shall be reviewed annually by the parties to determine the status of panel members. Nothing herein shall prohibit a member from selecting an attorney that is not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.

7.2. If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

- 7.3. If the complaint is not on behalf of the Township and the matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.4. If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.5. If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.6. All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.
- 7.7. All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges that are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.
- 7.8. After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.
- 7.9. In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.
- 7.10. The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to *N.J.S.A. 59:10-4*.

**8. Salary:**

8.1. The schedule below is established as the annual salary rates in effect for Sergeants, Lieutenants and Captains of the Township of Willingboro during the term of this Agreement:

		3.75%	0.25%	3.25%	0.75%	4%	4%
		Jan-June	July - Dec	Jan-June	July-Dec	Jan-Dec	Jan-Dec
		2003	2003	2004	2004	2005	2006
Sergeant	STEP						
	A	\$65,505	\$65,668	\$67,803	\$68,311	\$71,044	\$73,885
	B	\$67,967	\$68,137	\$70,351	\$70,879	\$73,714	\$76,662
	C	\$70,424	\$70,601	\$72,895	\$73,442	\$76,379	\$79,435
	Increment	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
		3.75%	0.25%	3.25%	0.75%	4%	4%
		Jan-June	July - Dec	Jan-June	July-Dec	Jan-Dec	Jan-Dec
		2003	2003	2004	2004	2005	2006
Lieutenant	A	\$71,491	\$71,670	\$73,999	\$74,554	\$77,536	\$80,638
	B	\$74,556	\$74,742	\$77,171	\$77,750	\$80,860	\$84,094
	C	\$77,272	\$77,465	\$79,983	\$80,583	\$83,806	\$87,158
	Increment	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
			3.75%	0.25%	3.25%	0.75%	4%
		Jan-June	July - Dec	Jan-June	July-Dec	Jan-Dec	Jan-Dec
		2003	2003	2004	2004	2005	2006
Captain	A	\$77,889	\$78,084	\$80,622	\$81,226	\$84,475	\$87,854
	B	\$80,354	\$80,555	\$83,173	\$83,797	\$87,149	\$90,635
	C	\$82,816	\$83,023	\$85,722	\$86,365	\$89,819	\$93,412
	Increment	\$1,375	\$1,375	\$1,375	\$1,375	\$1,375	\$1,375

8.2. It is further agreed that the annual salaries shown for Sergeants, Lieutenants and Captains on Steps A, B and C are subject to the further condition that the percentage increase from year to year will be not less than eighty percent (80%) of the cost-of-living for the Philadelphia-South Jersey area as determined by the statistics provided by the United States Department of Labor for All Urban Consumers (CPI-U). The determination of the applicable cost-of-living percentage for 2003 shall be based on the change between October 1, 2002, and September 30, 2003, and similarly for subsequent years.

8.3. It is understood and agreed that the lettered positions in the above schedules represent merit increments. Determination as to whether a member shall receive a merit increment shall be in accordance with the standards utilized in the years previous to this Agreement. It is further understood that the new base salary of an individual promoted to a higher rank shall be at least one increment higher than the individual's previous base salary at the lower rank.

7/21/03



8.4. All annual salaries, as represented above, reflect the annual salary that is divided by the number of paydays established by the Township to obtain pay period rate. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours.

**9. Educational Payments:**

9.1. The Educational Payment provision as contained in previous contracts was terminated as of January 1, 1986. All credits earned by members of LESA as of December 31, 1985, shall continue to be paid to those members in the amount to which each individual was entitled as of December 31, 1985. For any individual who becomes a member of LESA as the result of a promotion, the credits to which that individual was entitled as of the date of promotion shall continue to be paid to that member.

9.2. Effective January 1, 1993, members of LESA who earn a degree on or after that date, while in the employ of the Township of Willingboro, in either Police Science or Public Administration, shall receive the following annual stipend, beginning with the calendar year beginning after the award of the degree:

Bachelor's Degree	\$ 1,200.00
Master's Degree	\$ 1,500.00

Degrees earned prior to January 1, 1993, or before the member was employed as a Police Officer by the Township of Willingboro shall not be considered for this stipend.

9.3. Any stipend earned under section 9.2 shall be in lieu of and in replacement of any payment to which the member may be entitled under the provisions of section 9.1. A stipend for a Master's Degree under section 9.2 shall be in addition to the stipend for a Bachelor's Degree under section 9.2.

**10. Holidays:**

10.1 Effective January 1, 2001 each member shall receive one hundred and fifteen (115) hours of holiday pay annually.

10.2 Effective January 1, 2001 holiday pay for each member shall be added to the base salary (Section 8), provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled.

**11. Vacation Leave:** The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

11.1. For employees on an eight (8) hour shift:

11.1.1. One hundred forty-four (144) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.1.2. One hundred sixty-eight (168) hours during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

11.1.3. Two hundred eight (208) hours during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.2. For employees on an eight and one-half (8.5) hour shift:

11.2.1. One hundred fifty-three (153) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2. One hundred seventy-eight and one-half (178.5) hours during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

11.2.3. Two hundred twenty-one (221) hours during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3. For employees on a ten (10) hour shift:

11.3.1. One hundred fifty (150) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.3.2. One hundred seventy (170) hours per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.3.3. Two hundred ten (210) hours per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.4 For employees on a eleven and one-half hour (11.5) shift:

11.4.1 One hundred thirty-eight (138) hours per year during each year of employment up to and including the seventh (7<sup>th</sup>) year of employment.

11.4.2 One hundred sixty-one (161) hours per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment..

11.4.3 One hundred ninety-five and one-half (195.5) hours per year during each year of employment beginning with the thirteenth (13<sup>th</sup>) year of employment and thereafter.

11.5. Whenever a member is unable to use the allocated vacation leave in the year that it is earned, due to the needs of the Department, the Township Manager may authorize up to one week of vacation leave to be carried forward from the year in which it is earned to be used not later than February 15th of the immediately following year.

11.6. Any employee who leaves employment by the Township for any reason whatsoever during the year shall be entitled only to the pro-rata portion of the allowable vacation that is attributable to the period of employment by the Township during the applicable calendar year.

11.7 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job-injury, the Township Manager may authorize that the accrued vacation leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31 of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31, of the year, in which the leave has been earned, for a cash payment in lieu of vacation leave. Such payments shall be computed at the effective rate of pay when the affected leave was earned.

**12. Sick Leave:** The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule

12.1. For employees on an eight (8) hour shift:

12.1.1. Eight (8) hours per month of employment for each month in the first calendar year of employment.

12.1.2. One hundred twenty (120) hours per year thereafter.

12.2. For employees on an eight and one-half (8.5) hour shift:

12.2.1. Eight and one-half (8.5) hours per month of employment for each month in the first calendar year of employment.

12.2.2. One hundred twenty seven and one-half (127.5) hours per year thereafter.

12.3. For employees on a ten (10) hour shift:

12.3.1. Ten (10) hours per month of employment in the first calendar year of employment.

12.3.2. One hundred twenty (120) hours per year thereafter.

12.4 For employees on an eleven and one-half (11.5) hour shift:

12.4.1 One hundred twenty (120) hours per year.

12.5. Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

12.6 The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Director of Public Safety with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

12.7. The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.

12.8. It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work or when an employee must attend to an immediate family member who is unable to take care of himself or herself due to a medically verified disabling illness. For the purpose of this provision, the term "immediate family member" shall be limited to a spouse, child or parent of the employee or to a family member who resides with and is immediately dependent on the employee for their well-being. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

12.9. Any employee who leaves employment by the Township for any reason whatsoever during the year shall be entitled only to the pro-rata portion of the allowable sick leave that is attributable to the period of employment by the Township during the applicable calendar year. An employee who is on an approved unpaid leave of absence shall not be deemed to have left the employment of the Township during the term of the approved unpaid leave of absence.

### 13. Cardiac Event:

13.1. Any member of LESA who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury.

13.2. In order to determine whether the cardiac event is work related, the employee shall be medically examined and the determination of the physician shall be final and binding on all parties. The cost of the examination shall be paid by the Township.

13.3. The medical examination shall be performed by members of a medical panel whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination on a rotating basis.

13.4. It is agreed, however, that if the next physician on the rotating list shall be the employee's physician, the examination shall be performed by the next physician on the list. It is further agreed that no physician shall serve on the panel who is in a contractual relationship with the Township.

13.5. The employee shall be required to make his personal medical records available to the physician conducting the examination.

#### 14. Compensatory Time:

14.1. Sergeants and Lieutenants covered under this Agreement, shall be entitled to accumulate compensatory time, in accordance with the provisions of the Township's Personnel Policies. Those Sergeants and Lieutenants who have earned compensatory time in excess of the amount allowed in the Township's Personnel policies prior to December 31, 1998 shall have that time grandfathered, however such time shall be used prior to the utilization of compensatory time earned after January 1, 1999. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, eight and one-half (8.5) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour, eight and one-half (8.5) hours or a ten (10) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. The Director of Public Safety, or his or her designee, may authorize the utilization of accumulated compensatory time in segments of less than eight (8) hours, eight and one-half (8.5) hours or ten (10) hours whenever the Director of Public Safety determines [a] that the utilization will not impair the ability of the Department to provide police services to the community and [b] the utilization will not result in overtime expenditures.

14.2. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the accumulation has been approved by the Director of Public Safety or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

14.3. Accumulated compensatory time may be utilized upon prior written request and approval of the Director of Public Safety or his designee. Approval will be based upon the needs of the Department and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

14.4. It is recognized that an individual holding the rank of Captain must work on a flexible schedule that requires that individual to work at times beyond the normal schedule. An individual holding the rank of Captain shall be entitled to compensatory time on a straight time basis only.

14.4.1 Compensatory time earned as a Captain shall be used within the time frame defined in the Township's Personnel Policies.

14.4.2 Whenever an individual is promoted to the rank of Captain, that individual shall retain any compensatory time earned prior to the promotion. That accumulated compensatory time may be used by the Captain in accordance with the provisions of Section 14.1 until none of the accumulated time remains. In the event that the accumulated time earned by the Captain prior to the promotion is not used prior to retirement, the Township shall purchase that accumulated compensatory time by paying to the individual promoted to the rank of Captain the value of that compensatory time, based on the calculated hourly rate of the individual immediately prior to the promotion.

14.5 For employees on eleven and one-half (11.5) hour shift:

14.5.1 Each member shall receive thirteen (13) hours of Compensatory time each year due to the amount of hours worked over two thousand eighty (2080) hours. This will be give at one (1) hour per month with two (2) hours being given in December.

**15. Sick Leave Incentive:** Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment in the following amounts

Sergeant	\$850.00
Lieutenant	\$900.00
Captain	\$950.00

The payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during the each year of this agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except as set forth in this article the use of a personal day is not subject to any other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment or sick or vacation leave.

**16. Accumulated Sick Leave:**

16.1. For members employed by the Township on December 31, 1984, full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement from the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years. In the event of an agreement for the payments to be made over a three (3) year period, the payment shall be made in three installments with the first payment of one third of the amount due to be paid on the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second payment of an additional one-third of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.2. For members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Twelve Thousand (\$12,000) Dollars. Effective January 1, 2004 for members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984 except that the payment shall not exceed Fifteen Thousand (\$15,000) Dollars.

16.3. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4. Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

### **17. Uniform Allowances:**

17.1. The Township agrees to provide all employees covered under this Agreement with the sum of sixty-five dollars per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township.

17.2. The Township will continue to provide the initial issue of uniforms and will replace uniforms that are unserviceable due to age or irreparable damage, except that any member of LESA assigned to the Investigative Division shall receive an annual payment of eight hundred fifty dollars in lieu thereof in January.

17.3. The payments established in this section shall be calculated on a quarterly basis only for those calendar quarters during the calendar year in which the employee works at least one shift. No payments shall be made for any calendar quarter during which the individual does not work at least one shift. The amount due for the calendar quarter shall be paid as reimbursement in a lump sum during the month of March for the first calendar quarter, during the month of May for the second calendar quarter, during the month of September for the third calendar quarter, during the month of December for the fourth calendar quarter. For those assigned to the investigative division for less than the full calendar year, the annual payment specified in Section 17.2 shall be repaid to the Township on a pro-rated basis. Repayment shall be made by December 31 of the year in which the payment was granted.

**18. Shift Differential:** Sergeants and Lieutenants regularly assigned to the Evening shift shall be granted eighty five percent (85%) of an increment over their base salary. Sergeants and Lieutenants regularly assigned to the Night shift that begins after 6pm shall be granted one (1) increment over their base salary. In the event that the times of the shifts shall be revised during the term of this contract, the shift differential shall be applied to the new shift assignments, which most closely approximate the shift hours set forth in this section.

These amounts shall be paid in a lump sum in the first pay period in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

**19. Investigative Division Assignment:** Any Sergeant assigned to the Investigative division will have the sum of Two Thousand Four Hundred (\$2,400.00) dollars per annum added to the applicable base pay for the period while assigned to the Investigative Division. The Salary adjustment set forth herein for those Sergeants assigned to the investigative division shall be in recognition of the additional responsibilities and the need for those Sergeants to be available at times when they would normally be off duty. Any overtime worked by a Sergeant assigned to the investigative division shall be compensated in compensatory time or pay at the discretion of the Director of Public Safety.

**20. Canine Assignment:** Any Sergeant assigned to the canine unit shall receive an annual salary adjustment, in recognition of the extra duties required of a Sergeant assigned to the canine unit, of One Thousand Dollars (\$1,000.00) which amount shall be pro rated for the period of time so assigned.

**21. Duty Assignments:**

21.1 Any Sergeant or Lieutenant assigned to patrol shifts shall fulfill the duties assigned by the Director of Public Safety. The Lieutenant assigned to a shift shall, unless otherwise directed by the Director of Public Safety, function as the Shift Commander and the Sergeant shall, unless otherwise directed by the Director of Public Safety, function as the Deputy Shift Commander. Whenever the Lieutenant assigned to a shift shall be unavailable for duty for any reason, the Sergeant assigned to that shift shall, unless otherwise directed by the Director of Public Safety, function as the Shift Commander.

21.2 The reception desk assignment shall include such duties as may be assigned by the Director of Public Safety:

21.2.1 In the event that the Township determines that the reception desk function should be filled by a police officer, then the assignment may be filled by a Lieutenant, Sergeant, or Police Officer as determined by the Township.

21.2.2 In the event that the Township determines that the reception desk function should be filled by a civilian employee, then that assignment shall be a civilian position and shall not be covered by any portion of this Agreement.

21.3 Nothing in this Agreement shall be construed so as to limit the authority or right of the Director of Public Safety to make duty assignments to any police officer of whatever rank within the Police Department.

21.4 Any Lieutenant assigned to "on-call" duty shall receive an increment in recognition of the need for those Lieutenants to be available at times when he or she would normally be off duty. The increment shall be paid on a pro-rated basis and shall be added to the applicable base pay.

**22. Longevity Payments:**

22.1. For members employed as of December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:



Completion of 8 years -	Sergeant:	\$ 1,200.00
	Lieutenant	\$ 1,300.00
	Captain	\$ 1,375.00
Completion of 12 years -	Sergeant:	\$ 2,400.00
	Lieutenant	\$ 2,600.00
	Captain	\$ 2,750.00
Completion of 16 years -	Sergeant:	\$ 3,600.00
	Lieutenant	\$ 3,900.00
	Captain	\$ 4,125.00
Completion of 20 years -	Sergeant:	\$ 4,800.00
	Lieutenant	\$ 5,200.00
	Captain	\$ 5,500.00

22.2. For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	Five Hundred Dollars
Completion of 12 years -	One Thousand Dollars
Completion of 16 years -	One Thousand Five Hundred Dollars
Completion of 20 years -	Two Thousand Dollars

22.3. An employee shall request the longevity payment in writing to the Township's Chief Financial Officer during the ninety (90) day period prior to the date on which the employee shall be eligible for the payment.

**23. Overtime Pay:**

23.1. Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.

23.2. An "emergency" would not exist where a Sergeant or Lieutenant must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations normal straight time pay shall be payable.

23.3. A Sergeant or Lieutenant working in excess of one (1) hour beyond the end of the member's scheduled shift when authorized or required by the Director of Public Safety shall be paid at one and one-half (1 1/2) time for all time worked.

23.4. A Sergeant or Lieutenant going to court, when on duty, shall not receive any extra compensation. A Sergeant or Lieutenant going to court, when not on duty, shall be paid at one and one-half

(1 1/2) times the applicable hourly rate for the time expended, with a minimum of two (2) hours. A Sergeant or Lieutenant going to court, when the Sergeant or Lieutenant is on vacation, shall be paid at two (2) times the applicable hourly rate for the time expended, with a minimum of two hours.

23.5. A Sergeant or Lieutenant called in to work, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1 1/2) times the member's hourly rate.

23.6 If the Sergeant or the Lieutenant is out and it becomes necessary to call an officer in for duty in order to meet the minimum established shift strength requirement, the officer shall be replaced with an officer of equal rank.

23.6.1 If the normal staffing level for a shift has only a single supervisor assigned to that shift and that supervisor is out, then a supervisor will be called in to replace that supervisor.

23.7. No individual holding the rank of Captain shall be entitled to overtime pay.

**24. Shooting Incident-Severe Traumatic Event:** An employee involved in a shooting incident or other severe traumatic incident involving a loss of life or a life-threatening injury will be provided with appropriate counseling and therapy, if required, as determined by a medical doctor selected by the employee from a panel of five persons mutually designated by the parties. If the parties cannot agree on such a panel within forty-five days from the date of the agreement, the panel shall be named by the Chief of Psychiatry at a local hospital or the President of the Burlington County Medical Association. The parties agree to annually review and mutually agree to the panel membership.

**25. Insurance:** There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

25.1. The Township portion of the cost for employee Health Insurance shall be limited to 100 percent of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage. If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

25.2 Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate, the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan Participants shall be 100%.

25.3 Supplemental Wage Insurance - the Township will continue to pay a member the member's base salary while the member is receiving Worker's Compensation Insurance benefits, provided the member assigns over to the Township any Workers Compensation Insurance proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving Workers Compensation Insurance benefits, or for a period of two (2) years, whichever is less.

25.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed \$2,500. Effective January 1, 2003 this benefit shall not exceed \$4,000 and effective January 1, 2004 the maximum benefit shall not exceed \$4,500.

Effective January 1, 2005 the maximum benefit shall not exceed \$5,000 and effective January 1, 2006 the maximum benefit shall not exceed \$6,000. Such members may continue their coverage through the Township's health benefit plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may not return at any time to the Township's plan. If the member drops health care that is subsidized by the Township, the township's obligation shall cease. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

25.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 25.4 of this Agreement, shall be entitled to continue to participate in the insurance coverage's set forth in paragraphs 25.1 (Health insurance) and 25.2 (Group Dental) on an individual basis for the period calculated in Section 25.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost as the Township would have paid for the retired member, i.e., for individual coverage with a total premium limitation as noted in section 25.4. If the surviving spouse has available health insurance through the employment of the spouse, then the spouse shall not be entitled to participate in the Township insurance coverage so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

25.6 A member who retires from the department and who is not eligible for the coverage specified in Section 25.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, provided (1) the insurance company will allow the continuation of coverage; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or the Division of Pensions.

25.7 The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverage's set forth in sections 25.1 (Health Insurance) and 25.2 (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverage's, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

25.8 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of LESA. The Township shall review and discuss any proposed changes with LESA. In the event that LESA determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15)

calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

**26. Insurance Buy-Back:** The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in January and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed \$3,500 or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period.

**27. Duty to Bargain:** The Township will not effect any changes in this Agreement or any changes which would affect the employee group under this Agreement without prior negotiations with LESA.

**28. Full Understanding and Effect of Subsequent Legislation:** This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto.

**29. Leave of Absence for Death in Family:** An employee will be allowed the following time off in the case of the death of:

29.1. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to 40 consecutive work hours or four work days whichever is greater.

29.2 Employees who need additional time beyond that provided in section 30.1 may receive up to an additional 40 consecutive work hours of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

29.3 Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, and grandparents-in-law the day of burial.

29.4 Employees who need additional time beyond that provided in Section 30.3 may receive up to an additional 40 consecutive work hours of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

**30. Family Leave:** Employees shall be entitled to family leave benefits as provided by the 1993 Family and Medical Leave Act (FMLA).

**31. Replacement of Lost Personal Property:** The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Fifty (\$50.00) dollars for a wristwatch; the sum allowed for replacement of prescription eyeglasses shall be One Hundred twenty-five (\$125.00) dollars

**32. Payroll Deduction of LESA Dues:**

32.1. Dues of Members of LESA: The Township agrees to deduct the dues of members of LESA from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of LESA setting forth the amount of the dues and the names of the members of LESA. LESA agrees that any changes in the membership of LESA by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.

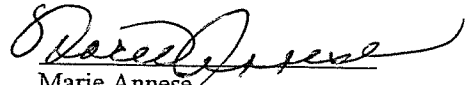
32.2. Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by LESA in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by LESA to its own members. The procedures set forth in Section 32.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

**33. Administrative Time for LESA President:** The Township agrees to allow the President of LESA to be released from his or her assigned duties for twenty (20) hours during each calendar year for the business of LESA. To the extent that the President of LESA does not use the allocated hours during a calendar year, up to ten (10) hours may be carried over into the next calendar year.

**34. Term of Agreement:** This Agreement shall be in full force and effect, as provided herein, from January 1, 2003, through December 31, 2006, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to October 1, 2006, or prior to October 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and LESA have caused this Agreement to be executed by their proper officials.

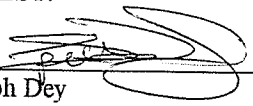
ATTEST:

  
Marie Annese  
Township Clerk

TOWNSHIP OF WILLINGBORO

By   
Eddie Campbell, Jr.  
Mayor

ATTEST:

  
Joseph Dey  
Secretary

LAW ENFORCEMENT SUPERVISORS ASSOCIATION

By   
Gerald Valenta  
President

RESOLUTION NO. 2004 - 27

RESOLUTION TO CANCEL TAXES

WHEREAS, The records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2002 and 2003:

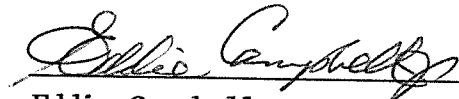
Year	Block/Lot	Assessed to:	Amount
2002	123/19	Arthur Felix, Jr.	241.89
2002	622/2	Belva Mcqueen	846.62
2002	511/7	Darryl & Latashia Jackson	465.45
2003	511/7	Darryl & Latashia Jackson	501.26


AND WHEREAS, The above properties have been charged an Added and /Omitted assessment that has been deemed incorrect by the Tax Assessor.

AND WHEREAS, 54:4-54-allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of payments made(with no interest) when a mistake has been made.


THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of February, 2004 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-54.

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

  
\_\_\_\_\_  
Eddie Campbell  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

**DATE:** January 29, 2004  
**TO:** Denise Rose, Township Manager  
**FROM:**  Joanne Diggs, Director of Finance  
**SUBJECT:** Cancel Taxes

Please see Memorandum from Tax Assessor attached.

C. Marie Anesee



TOWNSHIP OF WILLINGBORO  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

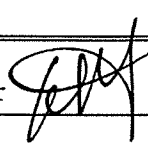
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INTEROFFICE MEMORANDUM

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TO: Joanne Diggs, Tax Collector

FROM: William R Tantum, Assessor 

COMPANY: Township of Willingboro

DATE: 1/21/04

RE: Block 123 Lot 19, 2002 Tax Year  
Added and Added/Omitted

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS:

Upon an audit of the added list for 2002 it was determined that a duplicate entry was made on the above referenced property. 2002 Added for a garage conversion/windows for \$6,600 assessed (12 months) value and a 2002 Added/Omitted for a garage conversion/windows for \$6,600 assessed (12 months) value.

Therefore, the billing reflects \$241.89 was charged twice for the same period of time and for the same improvements. The billing of \$241.89 for the 2002 Added/Omitted should be cancelled since a data entry error occurred.

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TOWNSHIP OF WILLINGBORO  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

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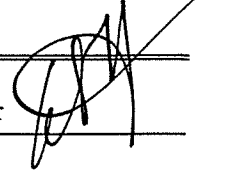
INTEROFFICE MEMORANDUM

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TO: Joanne Diggs, Tax Collector

FROM: William R Tatum, Assessor



COMPANY: Township of Willingboro

DATE: 1/21/04

RE: Block 622 Lot 2, 2002 Tax Year  
Added/Omitted

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE


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NOTES/COMMENTS:

Upon an audit of the added list for 2002 it was determined that a letter dated November 6, 2002 did not include the total added/omitted assessment. The Garage Conversion of \$23,100 assessment was omitted and the window upgrade of \$2,000 was the only item issued by the tax search.

Therefore, the billed garage conversion assessed value of \$23,100 cannot be billed due to a clerical error and should be cancelled. The amount of the cancelled taxes is \$837.14.

#846.62 

TOWNSHIP OF WILLINGBORO  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

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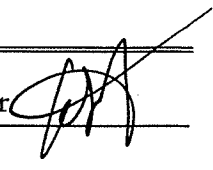
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INTEROFFICE MEMORANDUM

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TO: Joanne Diggs, Tax Collector

FROM: William R Tatum, Assessor 

COMPANY: Township of Willingboro

DATE: 1/21/04

RE: Block 511 Lot 7, 2003 Tax Year  
Added & 2002 Added/Omitted

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS:

Upon an audit of the added and added/omitted list for 2002 it was determined that a letter dated January 23, 2003 did not include the total added/omitted assessment. The added for the Siding, Windows, Kitchen and baths was reported as \$13,500 of assessed value when in fact the total was \$26,200 of assessed value.

Therefore, the correct bill for 2002 is \$494.78 and 2003 is \$532.85. The full added assessed value of \$26,200 remains on for the 2004 Tax Year. A cancellation of taxes in the amount of \$465.45 for 2002 and \$501.26 for 2003 is required due to the clerical error.

~~960.23~~ 1034.11

**RESOLUTION NO. 2004 - 28**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and


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

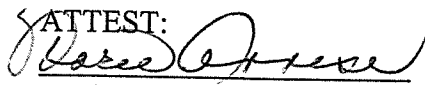
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/3, 2004, that an Executive Session closed to the public shall be held on 2/3, 2004, at 7:25 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2004 – 29**

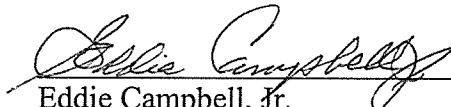
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to, overpayments, veteran deductions and posted in error; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of February, 2004, that refunds be made as per the attached schedule; and

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

WILLIAM C. SUBER 18 GARDENBROOK LANE BLOCK 714 LOT 24 18 GARDENBROOK LANE VETERAN DEDUCTION	\$250.00
TRIDENT LAND TRANSFER CO NJ 4003 J. LINCOLN DR. W. MARLTON, NJ 08053 BLOCK 710 LOT 6 19 GRANITE LANE OVERPAYMENT TAXES	837.40
CARR, SAMSON & VERONICA 43 ECHOHILL LANE BLOCK 803 LOT 10 43 ECHOHILL LANE OVERPAYMENT TAXES	954.69
TERRY FOLEY 99 SHEFFIELD LANE BLOCK 107 LOT 20 99 SHEFFIELD LANE VETERAN DEDUCTION	250.00
FORD, BEULAH 160 NOTTINGHAM DRIVE BLOCK 1003 LOT 55 160 NOTTINGHAM DRIVE VETERAN DEDUCTION	250.00
WILLIAM H. JOHNSON 48 PEMBROOK LANE BLOCK 306 LOT 15 48 PEMBROOK LANE VETERAN DEDUCTION	250.00
NATIONS TITLE AGENCY 5370 W. 95 <sup>TH</sup> ST. SHAWNEE MISSION, KS. 66207 BLOCK 211 LOT 5 35 BENTLY LANE OVERPAYMENT TAXES	813.67
US MTG. 5825 W. SAHARA AVE. LAS VEGAS, NEVADA 89146-3167 BLOCK 518 LOT 9 105 MANOR LANE POSTED IN ERROR	835.11

FIDELITY NATIONAL TITLE INS CO OF NY  
CONGRESS TITLE DIVE. 672.41  
1 EAST MAIN ST.  
MOORESTOWN, N.J. 08057  
BLOCK 905  
LOT 28  
63 ROCKLAND DRIVE  
OVERPAYMENT TAXES

NATIONAL CITY HLS 1673.30  
ATTN: CHRISTINE MCKINNEY  
6<sup>TH</sup> FLOOR 8435 N. STEMMONS FREEWAY  
DALLAS, TX. 75247  
BLOCK 21  
LOT 4  
33 PAGEANT LANE  
OVERPAYMENT TAXES

INTEGRITY TITLE 837.34  
1415 ROUTE 70E  
SUITE 602  
CHERRY HILL, N.J. 08034  
BLOCK 520  
LOT 18  
54 MELROSE LANE  
OVERPAYMENT TAXES

**BUDGET MEETING – WEDNESDAY, FEBRUARY 4, 2004**

**MOTIONS MADE**

**On Motion by Councilman Stephenson that the Manager research the numbers of individuals who frequent our services – Senior Center and Providence House – from outside of Willingboro and, if the numbers are substantial, to present the data, along with a request for assistance, to the Freeholders and/or the individual Town Councils involved.**

**Seconded by Deputy Mayor Ramsey**

<b>Roll Call Vote:</b>	<b>Councilman Ayrer</b>	<b>Yes</b>
	<b>Councilwoman Collins</b>	<b>Yes</b>
	<b>Councilman Stephenson</b>	<b>Yes</b>
	<b>Deputy Mayor Ramsey</b>	<b>Yes</b>
	<b>Mayor Campbell</b>	<b>Yes</b>

**Motion carried.**

-----  
**On Motion by Councilman Stephenson that the Manager approach the HMO's with certifications (from Senior Center Programs) to see if we can get third party reimbursement on some of the services provided.**

**Seconded by Deputy Mayor Ramsey**

<b>Roll Call Vote:</b>	<b>Councilman Ayrer</b>	<b>Yes</b>
	<b>Councilwoman Collins</b>	<b>Yes</b>
	<b>Councilman Stephenson</b>	<b>Yes</b>
	<b>Deputy Mayor Ramsey</b>	<b>Yes</b>
	<b>Mayor Campbell</b>	<b>Yes</b>

**Motion carried.**



**BUDGET MEETING – WEDNESDAY, FEBRUARY 4, 2004**

**MOTIONS MADE**

**On Motion by Councilman Stephenson that the Manager research the numbers of individuals who frequent our services – Senior Center and Providence House – from outside of Willingboro and, if the numbers are substantial, to present the data, along with a request for assistance, to the Freeholders and/or the individual Town Council involved.**

**Seconded by Deputy Mayor Ramsey**

<b>Roll Call Vote:</b>	<b>Councilman Ayrer</b>	<b>Yes</b>
	<b>Councilwoman Collins</b>	<b>Yes</b>
	<b>Councilman Stephenson</b>	<b>Yes</b>
	<b>Deputy Mayor Ramsey</b>	<b>Yes</b>
	<b>Mayor Campbell</b>	<b>Yes</b>

**Motion carried.**

---

**On Motion by Councilman Stephenson that the Manager approach the HMO's with certifications (from Senior Center Programs) to see if we can get third party reimbursement on some of the services provided.**

**Seconded by Deputy Mayor Ramsey**

<b>Roll Call Vote:</b>	<b>Councilman Ayrer</b>	<b>Yes</b>
	<b>Councilwoman Collins</b>	<b>Yes</b>
	<b>Councilman Stephenson</b>	<b>Yes</b>
	<b>Deputy Mayor Ramsey</b>	<b>Yes</b>
	<b>Mayor Campbell</b>	<b>Yes</b>

**Motion carried.**

**RESOLUTION NO. 2004 - 30**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and


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

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/10, 2004, that an Executive Session closed to the public shall be held on 2/10, 2004, at 7:55 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Mayor

ATTEST:

  
Marie Annese, RMC  
Township Clerk

## **RESOLUTION No. 2004-31**

### **A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A COOPERATIVE PRICING AGREEMENT FOR MUNICIPAL APARTMENT AND CONDOMINIUM COLLECTION SERVICES**

WHEREAS, N.J.S.A. 40A:11-10, et seq., authorizes the governing bodies of two or more contracting units to enter into Cooperative Pricing Agreements (also known as Joint Purchasing Agreements) for the purchase of goods and services; and

WHEREAS, such agreements shall be entered by resolution adopted by each participating body to the Cooperative Pricing Agreement; and

WHEREAS, the Township of Maple Shade, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing Agreement for the purchase of Municipal Apartment and Condominium Collections Services, hereinafter MACCS; and

WHEREAS, it is in the Best interest of the Township to enter such Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington and State of New Jersey, desires to participate in the MACCS Joint Purchasing Agreement for the collection and disposal of trash from apartments and condominium complexes; and

WHEREAS, the Lead Agency let bids for MACCS; and

WHEREAS, in accordance with the Local Public Contracts Law, the request for bids were advertised in the Burlington County Times, Courier Post on October 13, 2003; and

WHEREAS, bids were received, opened and read publicly on December 12, 2003; and

WHEREAS, it was determined that Republic Services was the lowest responsible bidder; and

WHEREAS, the Treasurer of the Township of Willingboro has certified, in accordance with N.J.A.C. 5:30-5 that the funds available for this purpose are not to exceed \$39,909.94 for the period of March 1, 2004 until February 28, 2007; and

WHEREAS, the Treasurer's Certification of the availability of these funds is attached herewith; and

WHEREAS, the Township of Willingboro will provide the funds as payment in accordance with its agreement for the MACCS by check to the Republic Services.

NOW THEREFORE, BE IT RESOLVED, on this 24<sup>th</sup> day of February, by the Township Council of the Township of Willingboro assembled in open session, in the County of Burlington and State of New Jersey, as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

Pursuant to the provisions of N.J.S.A. 40A:11-10, et seq., the Mayor of Willingboro is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency, entering into contracts on behalf of the Township of Willingboro, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

This Resolution shall take effect immediately upon passage.

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

Attested:



Eddie Campbell, Jr.  
Mayor



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: 02/10/04  
Resolution Number: 2004-31

Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE  
200 STILES AVE  
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	10,724.85	LANDFILL/WASTE
Total	10,724.85	

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

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

# Fax

To: Adrienne From: Barbara  
Fax: 856 779-2524 Pages: 2  
Phone: \_\_\_\_\_ Date: 3/15/04  
Re: \_\_\_\_\_ CC: \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Per Request

• Comments

*Per request, attached is  
our contract ~~2004~~ # 04-0004 for our  
2004 agreement.*

THE PAGES COMPRISING THIS FACSIMILE TRANSMISSION CONTAIN CONFIDENTIAL INFORMATION. THIS INFORMATION IS INTENDED SOLELY FOR USE BY THE INDIVIDUAL ENTITY NAMED AS THE RECIPIENT HEREOF. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF THERE IS A PROBLEM WITH THE RECEIPT OF THIS TRANSMISSION, PLEASE CALL (609) 877-2200 EXT 6208.

Certification Of Availability of Funds  
-----

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

Resolution Date: 02/<sup>24</sup>~~10~~/04  
Resolution Number: 2004-<sup>31</sup>

Vendor: MAPLE      MAPLE SHADE TWP-SOLID WASTE  
  
                         200 STILES AVE  
                         MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	39,909.94	LANDFILL/WASTE
Total	39,909.94	

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

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





# TOWNSHIP OF MAPLE SHADE

Municipal Apartment Condominium Collection Services a Joint Purchasing Program  
 Bid Opening - December 12, 2003 - TALLY SHEET

	WM	RS	ONYX	SJS	IWS	SSC
<b>District 1</b>						
Year 1	\$400,481.24	\$276,286.14	\$273,860.00	\$0.00	\$0.00	\$0.00
Year 2	\$412,885.72	\$284,521.51	\$280,623.98	\$0.00	\$0.00	\$0.00
Year 3	\$425,573.46	\$293,199.39	\$287,599.34	\$0.00	\$0.00	\$0.00
<b>Total District #1</b>	<b>\$1,238,940.42</b>	<b>\$854,007.04</b>	<b>\$842,083.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>District 2</b>						
Year 1	\$586,991.20	\$345,818.20	\$401,205.94	\$0.00	\$0.00	\$0.00
Year 2	\$605,025.20	\$356,130.58	\$410,926.64	\$0.00	\$0.00	\$0.00
Year 3	\$623,563.20	\$366,838.02	\$421,096.36	\$0.00	\$0.00	\$0.00
<b>Total District #2</b>	<b>\$1,815,579.60</b>	<b>\$1,068,786.80</b>	<b>\$1,233,228.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>District 1 &amp; 2</b>						
Year 1	\$987,939.92	\$610,446.72	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	\$1,018,305.86	\$628,691.05	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	\$1,049,496.50	\$647,548.83	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total District #1 and District #2</b>	<b>\$3,055,742.28</b>	<b>\$1,886,686.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



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

TELEFAX COVER SHEET

TO: George Humber, Jr. Mgr.  
COMPANY: Maple Shade Twp.  
DATE: 8/25/04  
TO FAX NO: 856-779-2224

FROM: Marie Huisse EXT. 6002 PAGES 3  
SUBJECT: Res. 004-31 MACCS I -  
Purchasing Agreement - Certified

Hard copy is mail

FOR YOUR INFORMATION / PLEASE RESPOND

THANK YOU.

TRANSACTION REPORT

P. 01

MAY-03-2004 MON 03:19 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
MAY-03	03:17 PM	18568331780	1'04"	6	SEND	OK	862	

TOTAL : 1M 4S PAGES: 6

*Res 2004 #37*

**WILLINGBORO TOWNSHIP**

**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

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

**TELEFAX COVER SHEET**

TO: W. CRAIG KNAUP, ESQ.

COMPANY: ATTORNEY -

DATE: 5/3/04

TO FAX NO. 1-856-833-1780

FROM: MARIC ANNESE EXT. 6202 PAGES 6

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

**TELEFAX COVER SHEET**

**TO:** W. Craig Knaup Esq.  
**COMPANY:** Attorney -  
**DATE:** 5/31/04  
**TO FAX NO.** 1-856-833-1780

**FROM:** Marie Annese **EXT.** 6202 **PAGES** 6  
**SUBJECT:** "MACCS" Request For  
Records

Hard copy to follow

**FOR YOUR INFORMATION**  **PLEASE RESPOND**

**THANK YOU.**



# TOWNSHIP OF WILLINGBORO

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

May 3, 2004

W. Craig Knaup, Esq.  
900 Haddon Avenue  
Suite 206  
Collingswood, New Jersey 08108

Dear Mr. Knaup:

In response to your letter dated April 30<sup>th</sup> please be advised that your initial request was transmitted to the lead agency, Maple Shade for handling and response.

Enclosed are copies of the only records on file from Willingboro Township:

- (1) Resolution No. 2004 – 31, Authorizing the Township of Willingboro to enter into a Cooperative Pricing Agreement for Municipal Apartment and Condominium Collection Services,
- (2) MACCS Municipality Estimated Liability March 2004 / February 2007 and
- (3) Township of Maple Shade – Bid Opening – Tally Sheet.

All other pertinent material is in the hands of the Lead Agency and will be supplied by that agency.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Encl.

TRANSACTION REPORT

P. 01

MAY-03-2004 MON 03:07 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
MAY-03	03:07 PM	18567792524	31"	3	SEND	OK	861	

TOTAL : 31S PAGES: 3

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

TELEFAX COVER SHEET

TO: George Haenber, Twp. Mgr  
COMPANY: Maple Shade Twp  
DATE: 5/31/04  
TO FAX NO. 1. 856-779-2524  
FROM: Marie Annese EXT. 6202 PAGES 3

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

**TELEFAX COVER SHEET**

**TO:** George Hauber, Twp. Mgr  
**COMPANY:** Maple Shade Twp  
**DATE:** 5/31/04  
**TO FAX NO.** 1-856-779-2524

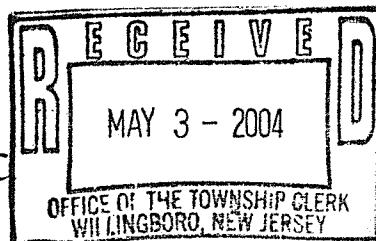
**FROM:** Marie Annese EXT. 6202 PAGES 3

**SUBJECT:** Letter Rec'd 5/31/04 w/ Craig Knapp, Esq.  
Re MACCS & Response 5/31/04

**FOR YOUR INFORMATION**  **PLEASE RESPOND**

**THANK YOU.**





W. Craig Knaup, P.C.  
Attorneys At Law

W. Craig Knaup, Esquire†  
Michael S. Simone, Esquire\*

†Member of PA, NJ, and DC Bars  
\*Member of PA and NJ Bars

900 Haddon Avenue, Suite 206  
Collingswood, NJ 08108  
(856) 833-1788 Phone  
(856) 833-1780 Fax

April 30, 2004

Marie Annese, Clerk  
Willingboro Township Municipal Building  
1 Salem Road  
Willingboro, NJ 08046

RE: *Municipal Apartment and Condominium Collection Services of Burlington County ("MACCS") Contract*

Dear Ms. Annese:

I previously forwarded to you by letter dated March 26, 2004 a *Right To Know, Open Public Meetings Act Request* for the above referenced matter. To date, I have not received any documentation in regards to the above request.

Accordingly, this letter is notification that I am hereby requesting the documentation be received by me no later than Friday, May 7, 2004 in my office. I noted in Ms. Fahey's letter, who acts as attorney for the lead agency, Maple Shade, she refers to an extension granted. Please be advised no extension was granted to my knowledge, and even if one was, the extension would have had a date certain for return well before this time.

Accordingly, please forward all information for receipt in my office by Friday, May 7<sup>th</sup> in accordance with my initial request.

Should you have any questions or wish to discuss this matter further, please feel free to contact me immediately.

Respectfully submitted,

W. Craig Knaup

WCK/mea

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

**TELEFAX COVER SHEET**

TO: George Hauber, Twp. Mgr  
COMPANY: Maple Shade Twp.  
DATE: 2/25/04  
TO FAX NO. 856-779-2524

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Res. 2004-31 MACCS Joint  
Purchasing Agreement - Certified  
Hard copy in MAIL

FOR YOUR INFORMATION 1 PLEASE RESPOND \_\_\_\_\_

THANK YOU.

## RESOLUTION No. 2004-31

### A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A COOPERATIVE PRICING AGREEMENT FOR MUNICIPAL APARTMENT AND CONDOMINIUM COLLECTION SERVICES

WHEREAS, N.J.S.A. 40A:11-10, et seq., authorizes the governing bodies of two or more contracting units to enter into Cooperative Pricing Agreements (also known as Joint Purchasing Agreements) for the purchase of goods and services; and

WHEREAS, such agreements shall be entered by resolution adopted by each participating body to the Cooperative Pricing Agreement; and

WHEREAS, the Township of Maple Shade, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing Agreement for the purchase of Municipal Apartment and Condominium Collections Services, hereinafter MACCS; and

WHEREAS, it is in the Best interest of the Township to enter such Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington and State of New Jersey, desires to participate in the MACCS Joint Purchasing Agreement for the collection and disposal of trash from apartments and condominium complexes; and

WHEREAS, the Lead Agency let bids for MACCS; and

WHEREAS, in accordance with the Local Public Contracts Law, the request for bids were advertised in the Burlington County Times, Courier Post on October 13, 2003; and

WHEREAS, bids were received, opened and read publicly on December 12, 2003; and

WHEREAS, it was determined that Republic Services was the lowest responsible bidder; and

WHEREAS, the Treasurer of the Township of Willingboro has certified, in accordance with N.J.A.C. 5:30-5 that the funds available for this purpose are not to exceed \$39,909.94 for the period of March 1, 2004 until February 28, 2007; and

WHEREAS, the Treasurer's Certification of the availability of these funds is attached herewith; and

WHEREAS, the Township of Willingboro will provide the funds as payment in accordance with its agreement for the MACCS by check to the Republic Services.

NOW THEREFORE, BE IT RESOLVED, on this 24<sup>th</sup> day of February, by the Township Council of the Township of Willingboro assembled in open session, in the County of Burlington and State of New Jersey, as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

Pursuant to the provisions of N.J.S.A. 40A:11-10, et seq., the Mayor of Willingboro is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency, entering into contracts on behalf of the Township of Willingboro, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

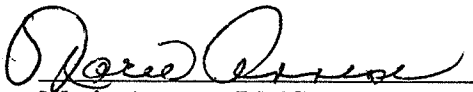
This Resolution shall take effect immediately upon passage.

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

Attested:



Eddie Campbell, Jr.  
Mayor



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.

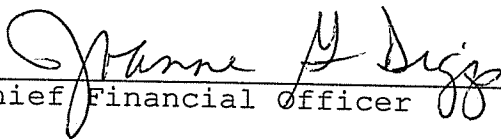
Resolution Date: 02/10/04  
Resolution Number: 2004-31

Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE  
200 STILES AVE  
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	10,724.85	LANDFILL/WASTE
Total	10,724.85	

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

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



# Fax

To: Adrienne From: Barbara  
Fax: 856 779-2524 Pages: 2  
Phone: \_\_\_\_\_ Date: 3/15/04  
Re: \_\_\_\_\_ CC: \_\_\_\_\_

- Urgent     For Review     Please Comment     Please Reply     Per Request

• Comments

Our request, attached is  
our contract ~~2004~~<sup>#</sup> 06-0004 for our  
2004 agreement.

THE PAGES COMPRISING THIS FACSIMILE TRANSMISSION CONTAIN CONFIDENTIAL INFORMATION. THIS INFORMATION IS INTENDED SOLELY FOR USE BY THE INDIVIDUAL ENTITY NAMED AS THE RECIPIENT HEREOF. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF THERE IS A PROBLEM WITH THE RECEIPT OF THIS TRANSMISSION, PLEASE CALL (609) 877-2200 EXT 6208.

Certification Of Availability of Funds  
-----

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

Resolution Date: 02/<sup>24</sup>~~10~~/04  
Resolution Number: 2004-<sup>31</sup>

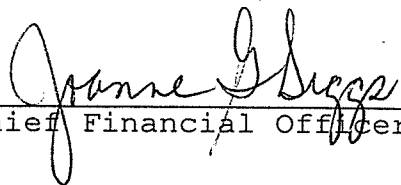
Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE

200 STILES AVE  
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	39,909.94	LANDFILL/WASTE
Total	39,909.94	

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

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





# TOWNSHIP OF MAPLE SHADE

Municipal Apartment Condominium Collection Services a Joint Purchasing Program  
 Bid Opening - December 12, 2003 - TALLY SHEET

	WM	RS	ONYX	SJS	IWS	SSC
<b>District 1</b>						
Year 1	\$400,481.24	\$276,286.14	\$273,860.00	\$0.00	\$0.00	\$0.00
Year 2	\$412,885.72	\$284,521.51	\$280,623.98	\$0.00	\$0.00	\$0.00
Year 3	\$425,573.46	\$293,199.39	\$287,599.34	\$0.00	\$0.00	\$0.00
<b>Total District #1</b>	<b>\$1,238,940.42</b>	<b>\$854,007.04</b>	<b>\$842,083.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>District 2</b>						
Year 1	\$586,991.20	\$345,818.20	\$401,205.94	\$0.00	\$0.00	\$0.00
Year 2	\$605,025.20	\$356,130.58	\$410,926.64	\$0.00	\$0.00	\$0.00
Year 3	\$623,563.20	\$366,838.02	\$421,096.36	\$0.00	\$0.00	\$0.00
<b>Total District #2</b>	<b>\$1,815,579.60</b>	<b>\$1,068,786.80</b>	<b>\$1,233,228.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>District 1 &amp; 2</b>						
Year 1	\$987,939.92	\$610,446.72	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	\$1,018,305.86	\$628,691.05	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	\$1,049,496.50	\$647,548.83	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total District #1 and District #2</b>	<b>\$3,055,742.28</b>	<b>\$1,886,686.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Subject:** Waste Management v Willingboro

**From:** William Kearns <wjkk@kvkklaw.com>

**Date:** Mon, 19 Apr 2004 11:17:12 -0400

**To:** "Marie Annese, RMC" <marie\_annese@willingborotwp.org>, Denise Rose  
<DRose@willingborotwp.org>

**CC:** "David N. Grubb" <daveg@permainc.com>, Kathleen Kissane <kkissane@sciadvantage.com>, Joseph Harvey <jharvey@sciadvantage.com>

I have received the copy of the letter of March 26, 2004, from W. Craig Knaup, Esquire, representing Waste Management, to Marie Annese, Willingboro Township Clerk, in which he makes requests for various documents relating the the "Municipal Apartment and Condominium Collection Services of Burlington County Contract".

(THIS IS A RE-SENDING OF THE E-MAIL MESSAGE, IN ORDER TO SEND IT TO THE CORRECT E-MAIL ADDRESSES FOR DENISE ROSE AND MARIE ANNESE)

The copies were forwarded to Scibal Associates, to me and to the Township Solicitor.

This does not appear to raise any issues for the Professional Municipal Management Joint Insurance Fund.

The letter appears to be a request for documents under the Open Public Records Law, N.J.S.A. 47:1A-1.

Under the provisions of the Open Public Records Law, a response was required within seven (7) business days, either providing the copies requested or advising as to why the copies could not be provided, as, for example, if there are no such records.

Bill Kearns

--

William John Kearns, Jr.  
Kearns, Vassallo & Kearns  
630 Beverly-Rancocas Road  
Willingboro, NJ 08046

~~

Ph: 609-877-6550 xt 213  
Fx: 609-835-4646

~~

E-mail: [wjkk@kvkklaw.com](mailto:wjkk@kvkklaw.com)

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Solicitor, Professional Municipal Management JIF

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## **RESOLUTION No. 2004-31**

### **A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A COOPERATIVE PRICING AGREEMENT FOR MUNICIPAL APARTMENT AND CONDOMINIUM COLLECTION SERVICES**

WHEREAS, N.J.S.A. 40A:11-10, et seq., authorizes the governing bodies of two or more contracting units to enter into Cooperative Pricing Agreements (also known as Joint Purchasing Agreements) for the purchase of goods and services; and

WHEREAS, such agreements shall be entered by resolution adopted by each participating body to the Cooperative Pricing Agreement; and

WHEREAS, the Township of Maple Shade, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing Agreement for the purchase of Municipal Apartment and Condominium Collections Services, hereinafter MACCS; and

WHEREAS, it is in the Best interest of the Township to enter such Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington and State of New Jersey, desires to participate in the MACCS Joint Purchasing Agreement for the collection and disposal of trash from apartments and condominium complexes; and

WHEREAS, the Lead Agency let bids for MACCS; and

WHEREAS, in accordance with the Local Public Contracts Law, the request for bids were advertised in the Burlington County Times, Courier Post on October 13, 2003; and

WHEREAS, bids were received, opened and read publicly on December 12, 2003; and

WHEREAS, it was determined that Republic Services was the lowest responsible bidder; and

WHEREAS, the Treasurer of the Township of Willingboro has certified, in accordance with N.J.A.C. 5:30-5 that the funds available for this purpose are not to exceed \$39,909.94 for the period of March 1, 2004 until February 28, 2007; and

WHEREAS, the Treasurer's Certification of the availability of these funds is attached herewith; and

WHEREAS, the Township of Willingboro will provide the funds as payment in accordance with its agreement for the MACCS by check to the Republic Services.

NOW THEREFORE, BE IT RESOLVED, on this 24<sup>th</sup> day of February, by the Township Council of the Township of Willingboro assembled in open session, in the County of Burlington and State of New Jersey, as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

Pursuant to the provisions of N.J.S.A. 40A:11-10, et seq., the Mayor of Willingboro is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency, entering into contracts on behalf of the Township of Willingboro, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

This Resolution shall take effect immediately upon passage.

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

Attested:



Eddie Campbell, Jr.  
Mayor



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: 02/10/04  
Resolution Number: 2004-31

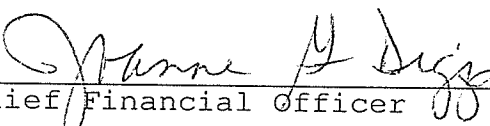
Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE

200 STILES AVE  
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	10,724.85	LANDFILL/WASTE
Total	10,724.85	

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

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

# MACCS Municipality Estimated Liability March 2004/February 2007

Municipality	2004				2005		2006		2007		Total Contract Amounts to be included in Resolution \$ 1,886,686.62
	Certification Amt.		2004		2005		2006		2007		
	Mar/Dec 10 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	Jan/Feb 2 Months		
<b>BORDENTOWN</b>	\$ 33,538.39	\$ 40,246.07	\$ 41,453.45	\$ 42,697.05	\$ 7,116.18						
<b>BURLINGTON CITY</b>	\$ 12,806.86	\$ 15,368.23	\$ 15,829.28	\$ 16,304.16							
<b>BURLINGTON TOWNSHIP</b>	\$ 52,725.49	\$ 63,270.59	\$ 65,168.70	\$ 67,123.76	\$ 11,187.29						
<b>EASTAMPTON</b>	\$ 17,146.09	\$ 20,575.30	\$ 21,192.56	\$ 21,828.34	\$ 3,638.06						
<b>EDGEWATER PARK***</b>	\$ 42,778.03	\$ 51,333.64	\$ 52,873.65	\$ 54,459.86	\$ 9,076.64						
<b>EVESHAM</b>	\$ 153,329.48	\$ 183,995.37	\$ 189,515.23	\$ 195,200.69	\$ 29,441.58						
<b>LUMBERTON</b>	\$ 30,689.75	\$ 36,827.70	\$ 37,932.53	\$ 39,070.51	\$ 6,511.75						
<b>MAPLE SHADE</b>	\$ 136,421.13	\$ 163,705.35	\$ 168,547.44	\$ 173,600.91	\$ 25,841.66						
<b>RIVERSIDE</b>	\$ 8,342.56	\$ 10,011.07	\$ 10,311.40	\$ 10,620.75	\$ 1,770.12						
<b>WILLINGBORO</b>	\$ 10,724.85	\$ 12,869.82	\$ 13,255.91	\$ 13,653.59	\$ 2,275.60						
<b>WRIGHTSTOWN</b>	\$ 10,203.00	\$ 12,243.60	\$ 12,610.90	\$ 12,989.23	\$ 2,164.87						
	<b>\$ 508,705.61</b>	<b>\$ 610,446.73</b>	<b>\$ 628,691.06</b>	<b>\$ 647,548.84</b>	<b>\$ 101,741.11</b>						
			<b>3 Years</b>		<b>\$ 1,886,686.62</b>						
*** Year 2004 Condos Starting July/Dec ---	\$ 45,468 annually										

**RESOLUTION NO. 2004 – 125**

**A RESOLUTION AUTHORIZING FUNDING OF THE MACCS  
CONTRACT WITH AVR RESOURCE GROUP, INC.**

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" (MACCS) on or about February 24, 2004, which agreement designates Maple Shade Township as "lead agency" for the program; and

WHEREAS Maple shade Township has identified AVR Resource Group, Inc.; the selected Contract Administrator for MACCS. As satisfying the criteria of Extraordinary Unspecified Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b) and or is about to enter into a contract with AVR Resource Group, Inc. pursuant to the EUS provisions; and

WHEREAS, pursuant to the Local Public Contracts Law, J.J.S.A. 40A:11-1 et. seq. and the regulations promulgated thereunder, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the 2004 contract with AVR Resource Group, Inc. in an amount not to exceed \$1,231.20; and.

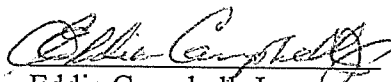
WHEREAS there are sufficient funds to provide for this purpose in the 2004 budget in an amount not to exceed \$1,231.20 as indicated in the attached Certification of Funds; and

WHEREAS the Chief Financial Officer has prepared a Purchase Order covering the funding of the MACCS Contract Administrator contract.


NOW, THEREFORE, BE IT RESPLVED by the Township Council of the Township of Willingboro, assembled in public session this 14<sup>th</sup> day of September, 2004, that AVR Resource Group, Inc. is accepted as Contract Administrator; and

Resolution No. 2004 – 125 continued

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to issue the purchase order funding the 2004 portion of the AVR contract.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



Certification Of Availability of Funds  
-----

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

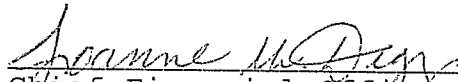
Resolution Date: 09/14/04  
Resolution Number: 2004-125

Vendor: MAPLE      MAPLE SHADE TWP-SOLID WASTE  
  
                         200 STILES AVE  
                         MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	1,231.20	LANDFILL/WASTE
Total	1,231.20	

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

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

# The Township of Maple Shade

In the County of Burlington

## Fax Message

Date: 7/3/08

To: MARIE ANNESE

Company: WILLINGBORD

Fax No.: 609-835-0782

From: **Adriane McKendry**

Department: **Finance - ext.163**

Fax No.: **856-779-2604**

Re: MACCS

No. of Pages: \_\_\_\_\_ (including cover)

FOR SIGNATURE  
E. D. AMO  
bel

MUNICIPAL BUILDING - 200 STILES AVENUE, MAPLE SHADE, NEW JERSEY 08052

Township Offices (856) 779-9610

Fax (856) 779-2604

Police and Fire (856) 779-7111

**WILLINGBORO TOWNSHIP**

**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

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

TELEFAX COVER SHEET

TO: George Hauber, Mgr.  
COMPANY: Maple Shade  
DATE: 7/9/08  
TO FAX NO. 1-856-779-2604

FROM: Marie Annese EXT. 1028 PAGES 5

SUBJECT: MAACS - Agreement

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

**Municipal Apartment and Condominium Collection Services  
of Burlington County (MACCS)**

**AGREEMENT FOR A JOINT PURCHASING SYSTEM**

This Agreement made and entered into this 14th day of Sept., 2004, by and between the, **Township of Maple Shade** and **Towuship of W'boro**, to participate in a Joint Purchasing System, to be known as **Municipal Apartment and Condominium Collection Services of Burlington County (MACCS)**

**WITNESSETH**

WHEREAS, *N.J.S.A. 40A-11-10 specifically* authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the Township of Maple Shade, is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the Township of Maple Shade; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the provision and performance of goods and services, specifically the provision of solid waste collection and disposal services to apartment and condominium complexes; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows.

1. The goods or services to be priced jointly may include solid waste collection and disposal services for apartment and condominium complexes and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting unites hereto shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter in January of each succeeding year

publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
- (B) The address and telephone number of Lead Agency.
- (C) The names of the participating contracting units.
- (D) The State Identification Code assigned the Joint Purchasing System
- (E) The expiration date of the Joint Purchasing Agreement

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the quantities desired, the location for delivery and any other requirements, to permit the preparation and filing of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases

6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.

7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.

8. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.

9. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).

10. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).

11. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting units. Each participating contracting unit, however, shall be required to accept its own deliveries

12. The provisions of Paragraphs 7, 8, 9, 10 and 11 above shall be quoted or referred to and sufficiently described in the specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting unit.

13. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any such system in which it is authorized to participate or from bids or quotations which it has itself received.

14. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable

15. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

16. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee to be established as its estimated prorated share of the administrative costs incurred by the Lead Agency. This amount shall be paid within 30 days from the receipt of billing from the Lead Agency. The administrative costs shall be prorated on the basis of the respective number of residential apartment and condominium units being serviced in each respective participating municipality. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating units.

17. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5.34-7.14(d)6iii* and shall promptly return any unneeded portion.

18. This Agreement shall become effective on September 1, 2002, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed three (3) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation. The Agreement may be renewed for additional periods of three (3) years by the adoption of Resolutions of the governing bodies of the participating municipalities.

19. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

20. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

**FOR THE LEAD AGENCY:**

BY: *Eddie Campbell Jr*  
Eddie Campbell, Jr. (Name and Title), Mayor

**FOR THE PARTICIPATING UNIT:**

BY: \_\_\_\_\_  
(Name and Title)



# TOWNSHIP OF WILLINGBORO

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

July 9, 2008

Mr. George Haeuber, Manager  
Township of Maple Shade  
200 Stiles Avenue  
Maple Shade, New Jersey 08052

Dear Mr. Haeuber:

Attached is the signed Agreement for a Joint Purchasing System – MACCS. You may want to switch Lead Agency and Participating Unit because Mr. Campbell signed in the wrong place.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



mailbox:///C:/Documents%20and%20Settings/Annese/Application...

**Subject:** MACCS Contract - Maple Shade Township

**From:** PAringdale@aol.com

**Date:** Wed, 11 Aug 2004 15:04:11 EDT

**To:** gilbertb@twp.evesham.nj.us, dlatini@lumbertontwp.com, DROSE11957@aol.com, mstwpmgr@mapleshade.com, jmadden@lumbertontwp.com, mclernon@twp.burlington.nj.us, l.klepner@bordentowntownship.com, ldougherty@edgewaterpark-nj.com, dpw@twp.evesham.nj.us, rsnodgrass@burlingtonnj.us, tomc@eticomm.net, patricia.collinsworth@verizon.net, marie\_annese@willingborotwp.org

TO: MACCS PARTICIPANTS

FROM: EILEEN K. FAHEY, ESQUIRE

DATE: AUGUST 11, 2004

RE: MACCS CONTRACT

There has been some confusion over my recent memorandum. Please allow me to clear up some points. As lead agency, Maple Shade has the authority to enter into contracts on behalf of the member municipalities. There is no need for the membership to adopt resolutions authorizing the Republic or MACCS contract. What is needed to comply with the governing regulations for joint purchasing programs is a resolution from each municipality authorizing the funding for its respective share of the contracts, along with the required certification and purchase order.

The resolution form you were initially provided by AVR mixed terminology of authorizing contracts/funding and the EUS designation for the consultant. Most of the municipalities adopted their own Ordinances which did sufficiently authorize the funding of the Republic contract and some have also provided a funding resolution for AVR.

If you have previously provided a resolution authorizing funding for the AVR agreement, there is no need to prepare and adopt the form resolution I recently forwarded. If your Republic resolution or the supporting paperwork was insufficient, Adriane McKendry will be in contact if she has not already notified you.

Please do not hesitate to contact me or Adriane with any questions or concerns. Our thanks for your continued cooperation.

*Handwritten notes:*  
Saw this  
1.0  
Ant  
burlington  
1/24/04  
4/11/04  
3/1/05



# Motions made at meeting of February 10, 2004

2/11/04  
Chapman  
Duo. Case  
J. A. M. A.  
✓

On Motion by Deputy Mayor Ramsey – to amend the appropriate ordinance to include design by lines for infill lots and any new construction - to have homes built consistent with the homes in the neighborhood.

Councilman Stephenson seconded the motion and added – and also consistent with the Master Plan.

Councilwoman Collins asked if this meant be consistent with the houses in the immediate area or with the designs in Willingboro. Mayor Campbell answered – most especially in the immediate area.

Councilman Ayer felt there was a difference between an infill and a set of houses.

Mayor Campbell asked if the motion needed to be crafted so that it encompasses everything that we want encompassed.

Deputy Mayor Ramsey stated that this was to cover infill and any new construction within the townships residential areas.

Councilman Ayer said he had no problem with infills like the house on Placid Lane but not sure if he wants it done for completely new construction where there would be more than one house. Councilman Ayer added that he wants the Planner to say something.

Deputy Mayor Ramsey pointed to the Mosque on Bridge Street which he feels is totally out of place, the house on the corner of Charleston Road that is not in character with the other homes surrounding it, the house on Garfield Drive which is totally out of character.

Councilman Ayer repeated that he did not have a problem with individual houses.

Councilwoman Collins agreed with Councilman Ayer saying that when they did the homes at Deer Park, now called High Point, it was a little and new sub-section – that looks different, more modern and didn't conform. If a house burns down and another is being put up – yes, it needs to look the same as the rest of the street.

Roll Call Vote:	Councilman Ayer	No – agrees on individual houses but not for sections.
	Councilwoman Collins	No – for same reason
	Councilman Stephenson	No – for same reason
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion failed.

# Motions made at meeting of February 10, 2004

On Motion by Deputy Mayor Ramsey – to amend the appropriate ordinance to include design by lines for infill lots and any new construction - to have homes built consistent with the homes in the neighborhood.

Councilman Stephenson seconded the motion and added – and also consistent with the Master Plan.

Councilwoman Collins asked if this meant be consistent with the houses in the immediate area or with the designs in Willingboro. Mayor Campbell answered – most especially in the immediate area.

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Deputy Mayor Ramsey pointed to the Mosque on Bridge Street which he feels is totally out of place, the house on the corner of Charleston Road that is not in character with the other homes surrounding it, the house on Garfield Drive which is totally out of character.

Councilman Ayrer repeated that he did not have a problem with individual houses.

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Roll Call Vote:	Councilman Ayrer	No – agrees on individual houses but not for sections.
	Councilwoman Collins	No – for same reason
	Councilman Stephenson	No – for same reason
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion failed.

Ms. Rose asked if we can bring back some language for infill.

On Motion by Councilwoman Collins – to amend the appropriate ordinance to include design by lines for infill lots only – that the houses conform to the surrounding area design.

Seconded by Councilman Ayrer

Discussion

Deputy Mayor Ramsey clarified – this is for infill. For new construction you could have something that looks weird and you're all going to be happy.

Councilwoman Collins noted that they still have to come to us and it has to be approved.

Councilman Ayrer added that he didn't mind planning people coming in and talking but agreed with Councilwoman Collins about High Point which doesn't look like the rest of Willingboro.

Deputy Mayor Ramsey felt that High Point was probably the exception.

Roll Call Vote:	Councilman Ayrer	Yes
	Councilwoman Collins	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion carried.

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* FEB-11-2004 WED 11:13 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* FEB-11 11:13 AM ARMSTRONG 51" 3 SEND OK 217 \*  
 \* TOTAL : 51S PAGES: 3 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: Michael Armstrong Esq  
 COMPANY: \_\_\_\_\_  
 DATE: 2/11/04  
 TO FAX NO. Auto

FROM: Marie Annese EXT 202 PAGES 3

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

**TELEFAX COVER SHEET**

TO: Michael Armstrong Esq  
COMPANY: \_\_\_\_\_  
DATE: 2/11/04  
TO FAX NO. Auto

FROM: Maria Annese EXT 602 PAGES 3

SUBJECT: Motion 2/10/04 - Amend Ord  
IN FILL

FOR YOUR INFORMATION  PLEASE RESPOND \_\_\_\_\_

THANK YOU.

## Motions made at meeting of February 10, 2004

On Motion by Deputy Mayor Ramsey – to amend the appropriate ordinance to include design by lines for infill lots and any new construction - to have homes built consistent with the homes in the neighborhood.

Councilman Stephenson seconded the motion and added – and also consistent with the Master Plan.

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Roll Call Vote:	Councilman Ayrer	No – agrees on individual houses but not for sections.
	Councilwoman Collins	No – for same reason
	Councilman Stephenson	No – for same reason
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion failed.



Ms. Rose asked if we can bring back some language for infill.

On Motion by Councilwoman Collins – to amend the appropriate ordinance to include design by lines for infill lots only – that the houses conform to the surrounding area design.

Seconded by Councilman Ayrer

Discussion

Deputy Mayor Ramsey clarified – this is for infill. For new construction you could have something that looks weird and you're all going to be happy.

Councilwoman Collins noted that they still have to come to us and it has to be approved.

Councilman Ayrer added that he didn't mind planning people coming in and talking but agreed with Councilwoman Collins about High Point which doesn't look like the rest of Willingboro.

Deputy Mayor Ramsey felt that High Point was probably the exception.

Roll Call Vote:	Councilman Ayrer	Yes
	Councilwoman Collins	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion carried.

**RESOLUTION NO. 2004 - 32**

**APPROVING AN APPLICATION FOR  
TRANSPORTATION ENHANCEMENT (TEA-21)  
FOR WILLINGBORO TOWNSHIP.**

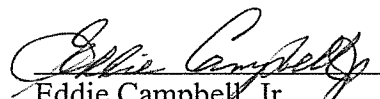
WHEREAS, the Transportation Equity Act (hereinafter referred to as "TEA-21") provides funds to the New Jersey Department of Transportation for a variety of pedestrian and vehicular "Transportation Enhancements"; and

WHEREAS, the Township of Willingboro desires to seek funds from the N.J. Transportation Enhancement Program for a Welcome Center Parking Garage at the Willingboro Town Center; and


WHEREAS, the Township of Willingboro is responsible for the maintenance of same.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of February, 2004, that:

1. The Council of the Township of Willingboro endorses the proposed N.J. Transportation Enhancement Program to be funded with TEA-21 Grant for a Welcome Center Parking Garage at the Willingboro Town Center.
2. The Council of the Township of Willingboro hereby agrees to provide the required long-term maintenance on the proposed improvement program in the Willingboro Town Center and the Welcome Center Parking Garage to be funded through the N.J. Transportation Enhancement (TEA-21) Program.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



# FAX TRANSMITTAL

Date: 2/10/04

Job No: \_\_\_\_\_

Project: \_\_\_\_\_

To: Marie Annese

Office: Willingboro Township

Fax: 835-0782

From: Carl Turner

2 Number of pages, including transmittal page      x Operator (Barbara Morse)  
 \_\_\_\_\_ The original document will be mailed      \_\_\_\_\_ Please call to confirm receipt  
 \_\_\_\_\_ The original document will not be mailed      \_\_\_\_\_ Call only if illegible

Message: \_\_\_\_\_  
 \_\_\_\_\_  
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651 High Street, P.O. Box 68  
 Burlington, NJ 08016  
 (609) 387-2800  
 (609) 387-3009 (FAX)

RESOLUTION NO. 2004 - 33

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 1997 and 1998:

Year	Block/Lot	Assessed To	Amount
1997	522 / 7	Jordan, Edwin and Charlene	\$2,055.58
1998	522 / 7	Jordan, Edwin and Charlene	\$2,785.61

WHEREAS, the above property was in bankruptcy for the above years; and


WHEREAS, the sum of \$4,841.19 was paid by the bankruptcy trustee during the years 2000 and 2003; and

WHEREAS, the amount collected was incorrectly applied to the interest on taxes leaving the principal open; and


WHEREAS, 54:4-54 allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of payments made (with no interest) when a mistake has been made.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of February, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-54.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

# **WILLINGBORO TOWNSHIP**

## **INTEROFFICE MEMO**

**DATE:** January 29, 2004

**TO:** Denise Rose, Township Manager

**FROM:** Joanne Diggs, Director of Finance

**SUBJECT:** Cancel Taxes  
Block 522 Lot 7  
99 Millbrook Drive

The above property was in bankruptcy for the year 1995 through 1998. We began getting payments from the bankruptcy trustee in 2000. Interest had accrued on the open taxes and the payments we received were applied to interest first. This bankruptcy did not allow us to collect interest.

I am therefore requesting that we cancel the taxes that should have been paid for with the interest collected.

C. Marie Anesee

RESOLUTION TO CANCEL TAXES

WHEREAS, The records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 1997 and 1998:

Year	Block/Lot	Assessed to:	Amount
1997	522/7	Jordan, Edwin and Charlene	\$2,055.58
1998	522/7	Jordan, Edwin and Charlene	2,785.61

AND WHEREAS, The above property was in Chapter 13 bankruptcy for the above years

AND WREREAS, The sum of \$4,841.19 was paid by the bankruptcy trustee during the years 2000 and 2003.

AND WHEREAS, The amount collected was incorrectly applied to the interest on taxes leaving the principal open.

AND WHEREAS, 54:4-54-allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of payments made(with no interest) when a mistake has been made.

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

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

Resolution No. 2004 - 34

WHEREAS, by Resolution No. 2004 – 5, Willingboro Township Council established meeting dates, times and places; and

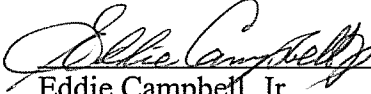
WHEREAS, said resolution may be amended to modify said listings.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of February, 2004, that the list of meeting dates be amended as follows:


**Delete** - Wednesday,, February 25, 2004

**Add** - Wednesday, March 3, 2004

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2004 - 35

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2001:

<b>Year</b>	<b>Block/Lot</b>	<b>Assessed To</b>	<b>Amount</b>
2001	1101 / 51	Carmen Alexis	\$ 736.80

WHEREAS, the above property was in Chapter 13 bankruptcy for the above years; and


WHEREAS, the 2001 taxes were paid in full by the bankruptcy trustee; and

WHEREAS, the amount collected (\$736.80) was incorrectly applied to the interest on taxes leaving the principal open; and


WHEREAS, 54:4-54 allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of payments made (with no interest) when a mistake has been made.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of March, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-54.

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

  
Eddie Campbell, Jr.  
Mayor

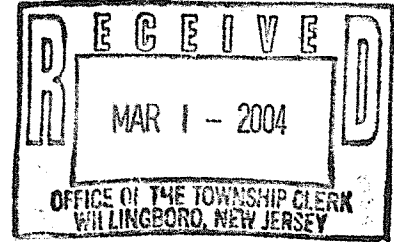
Attest:

  
Marie Annese, RMC  
Township Clerk



# WILLINGBORO TOWNSHIP

## INTEROFFICE MEMO



**DATE:** January 29, 2004

**TO:** Denise Rose, Township Manager

**FROM:** *JM*  
Joanne Diggs, Director of Finance

**SUBJECT:** Cancel Taxes  
Block 1101 Lot 51

The above property was in bankruptcy for the year 2001. The bankruptcy trustee paid the entire amount due as specified in the court documents. Interest had accrued on the open taxes and the payments we received were applied to interest first. This bankruptcy did not allow us to collect interest.

I am therefore requesting that we cancel the taxes that should have been paid for with the interest collected.

C. Marie Anesee

RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2001:

Year	Block/Lot	Assessed to:	Amount
2001	1101/51	Carmen Alexis	\$736.80

AND WHEREAS, the above property was in Chapter 13 bankruptcy for the above years

AND WREREAS, the 2001 taxes were paid in full by the bankruptcy trustee.

AND WHEREAS, the amount of \$736.80 was collected and incorrectly applied to the interest on taxes leaving the principal open.

AND WHEREAS, 54:4-54-allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of payments made(with no interest) when a mistake has been made.

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

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

RESOLUTION NO. 2004 - 36

RESOLUTION OF PARTICIPATION

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


WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 3182); and

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

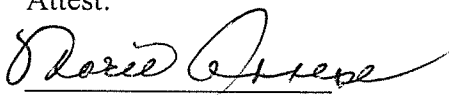
WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of March, 2004, that


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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

# Memo

**To:** Denise Rose, Township Manager  
**From:** Ramona L. Barrientos, Purchasing Agent   
**Date:** March 3, 2004  
**Re:** Safe and Secure Communities Grant Program

---

The attached grant needs the Mayor's signature in several locations as well as a Resolution by Council indicating they wish to participate in this grant program. In addition, the Clerk needs to complete the Certification of Recording Officer form.

Please forward to the Township Clerk's office for completion. After Council and Clerk complete their portion, please have returned to me so I can forward to the appropriate agency.

If you require additional information, please let me know. Thank you.

Att.

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

SUBGRANT APPLICATION  
(Introductory Information)

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

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

1. Municipality: Township of Willingboro
2. Police Department: Willingboro Police Department
3. Address 1 Salem Road  
Willingboro, NJ Zip Code 08046
4. Project Duration: From 4/4/04 To 4/3/05  
*(Requested Starting and Concluding Dates)*
5. Project Director *(Person listed on the contract & co-signer on financial reports)*  
Name Denise M. Rose Title Township Manager  
Address 1 Salem Road Telephone # 609-977-2200 x6201  
Willingboro, NJ 08046 Fax # 609-835-0782  
Email Address: denise\_rose@willingborotwp.org
6. Contact Person *(Person directly responsible for project operations)*  
Name Benjamin C. Braxton Title Public Safety Director  
Address 1 Salem Road Telephone # 609 877-2200 x6235  
Willingboro, NJ 08046 Fax # 609 835-6962  
Email Address: benjmain\_braxton@willingborotwp.org
7. Fiscal Officer *(Person who co-signs financial reports):*  
Name Joanne G. Diggs Title Finance Director  
Address 1 Salem Road Telephone # 609 877-2200 x6211  
Willingboro, NJ 08046 Fax # 609 877-7352  
Email Address: joanne\_diggs@willingborotwp.org

NEW JERSEY  
SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

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

Safe and Secure Communities Act Grant

Grant # P- 3182

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

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

**Complement of Officers and Other Law Enforcement Personnel:**

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

70 Total Number of Police Officers

13 Total Number of Other Law Enforcement Personnel (non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)

**Civil Rights Compliance**

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

1. An Equal Employment Opportunity Program (Affirmative Action Plan) covering the employment practices of the implementing agency has been executed and is available for review.

Yes  No

2. The required certificate indicating existence of a written Equal Employment Opportunity Program has been filed with the Department of Law and Public Safety, Division of Criminal Justice either with this application or with a previously approved application involving the same implementing agency.

Yes  No

Date certificate filed \_\_\_\_\_

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

1. The prospective grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
2. Where the prospective grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. It is further agreed that this certification shall be obtained from any other supplier of goods or services when the grantee uses funds to purchase equipment under this project.

**Drug-Free Workplace**

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

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

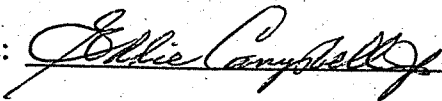
Section A

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

Section B

- Grant Agreement Certification
- General Conditions Applicable to All Grants Awarded
- Special Conditions Applicable to Awarded Grant
- Resolution of Participation with Certification by Recording Officer

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Eddie Campbell

Title: Mayor

Grant # P- 3182

Unit of Government: Willingboro Township

Date: 3/9/04

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

GRANT AGREEMENT CERTIFICATION Grant # P-\_\_\_\_\_

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

certifies:

1. I am Mayor of the Township of Willingboro  
Title Name of public or private

\_\_\_\_\_ (hereafter "recipient entity"). I am submitting this  
entity receiving grant funds

certification in conjunction with the provision of grant funds in the amount of 60,000.00  
Dollar amount of funds

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

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

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

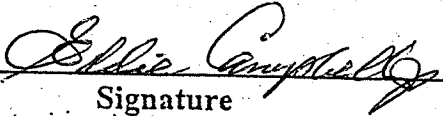


4. I further certify that I will ensure that the recipient entity will utilize the funds being provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.

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

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

Grant # P- 3182

  
Signature

**Sign**

DATED: 3/9/04

Eddie Campbell  
Printed name of individual providing certification.

NEW JERSEY  
SAFE AND SECURE COMMUNITIES PROGRAM

*More needs  
to do this*

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the \_\_\_\_\_ wishes to apply for funding a  
Applicant Unit of Government  
project under the Safe and Secure Communities Program (Grant # P- \_\_\_\_\_) and

WHEREAS, the \_\_\_\_\_ has reviewed the accompanying  
Applicant's Governing Body  
application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and  
\_\_\_\_\_ for the purpose described in the application;  
Applicant Unit of Government

THEREFORE, BE IT RESOLVED by the \_\_\_\_\_ that  
Applicant Governing Body

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

NEW JERSEY  
SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Township of Willingboro held on the (GOVERNING BODY/BOARD OF FINANCE OF UNIT OF GOVERNMENT) 9<sup>th</sup> day of March 2004, ~~19xx~~ and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 9th day of March, ~~19xx~~ 2004

SEAL ✓

  
(SIGNATURE OF CERTIFYING OFFICER)

Grant # P- 3182

Township Clerk  
(TITLE OF CERTIFYING OFFICER)

(rev'd 2/00)

## SAFE AND SECURE COMMUNITIES GRANT PROGRAM

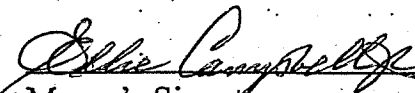
GENERAL CONDITIONS Grant # P- 3182

- (1) The Grantee assures that State funds made available under the Safe and Secure Communities Act will not be used to supplant Local funds, but will be used to increase the amounts of such funds that would, in the absence of State funds, be made available for law enforcement activities.
- (2) The Grantee assures that it will maintain fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary; that it will keep such records as L&PS shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under the Act.
- (3) The Grantee assures that it will maintain such data and information and submit such reports, in such form, at such times, and containing such information, as L&PS may require.
- (4) The Grantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies; and that the applicant will comply with all provisions of the Safe and Secure Communities Act and all other applicable Federal and State laws, regulations, and guidelines.
- (5) The Grantee assures that it will comply with all applicable Federal and State anti-discrimination laws.
- (6) The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to the Division of Criminal Justice.
- (7) The Grantee assures that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et. seq., it will maintain a current plan on file.
- (8) The Grantee assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

- (9) Where activities supported by this grant produce original books, manuals, films or other copyrightable material, the grantee may copyright such, but L&PS reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. L&PS also reserves the right to require the grantee not to publish, and the grantee thereupon shall refrain from publishing, any material, whether copyrightable or not, that L&PS shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

### CERTIFICATION

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

  
\_\_\_\_\_  
Mayor's Signature

Eddie Campbell  
\_\_\_\_\_  
Mayor's Full Name (typed)

Grant # P- 3182

3/9/04  
\_\_\_\_\_  
Date



(rev'd 2/00)

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

SPECIAL CONDITIONS

N/A

SAFE & SECURE COMMUNITIES PROGRAM

Subgrantee: \_\_\_\_\_

Subgrant Number: P- \_\_\_\_\_

Project Duration: \_\_\_\_\_ to \_\_\_\_\_

1. The subgrantee must maintain a timekeeping system which provides at a minimum, records for all personnel charged to the grant as follows: employee's name, title/rank, total daily hours worked, and employee's, supervisor's and project director's signatures.
2. Monies are to be used for base salary only, no overtime payments can be made from grant funds. All fringe benefits, and other related costs are to be paid by Subgrantee.
3. Any deviations from the approved budget require prior approval via DCJ Form 108, Budget Revision/Grant Extension Request.
4. As required under the federal Single Audit Act, the Subgrantee shall notify the Division of Criminal Justice of any exceptions and/or findings regarding this project as a result of the single audit.
5. In order to be exempt from the municipal budget cap any monies provided by the municipality must be required matching funds as specified under the legislation. Therefore, the State award and required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.

6. The Safe and Secure Communities Program legislation clearly states that as a condition of the grant award, the Subgrantee shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.

*Eddie Campbell*  
Signature of Authorized Official

Mayor  
Title of Authorized Official

Eddie Campbell  
Printed Name of Authorized Official

3/9/04  
Date

Grant # P-3182

(rev'd 2/00)

Applicant: Township of Willingboro  
Appendix "A"

Grant # P- 3182

**Section A - Budget Detail (Estimate)**  
**Whole Dollars Only**

COST ELEMENT			State Share	Local Match	Project Total
<b>A. Salaries and Wages</b>					
<b>Position</b>	<b>% of time</b>	<b>Current Annual Salary</b>			
1 Civilian Training Officer	100	52,307	52,307	-	52,307
1 Police Officer		66,125	7,693	58,432	66,125
<b>NOTE: Please provide name(s) of officer(s) assigned to the grant.</b>					
David Retzko					
<u>Officer Robert Wallace</u>					
_____					
<b>Sub-Total Salaries</b>			\$60,000	58,432	118,432
<b>A-1. Fringe Benefits</b>					
<b>Fringe Benefits</b>				30,000	30,000
<b>Total Salaries</b>			\$60,000	\$88,432	\$148,432



✓

**RESOLUTION NO. 2004 – 37**

**A RESOLUTION SUPPORTING A-1786 and S-263**

**TO CALL A CONSTITUTIONAL CONVENTION**

**Whereas**, the people of this State have reserved to themselves, as part of their intrinsic sovereignty, the right to alter or reform the State Constitution and the statutes when the public good may require it; and

**Whereas**, the current system of property taxation in this State is regressive because it is not based on the ability to pay and is an inordinate burden on citizens and a disincentive to business investment; and

**Whereas**, there is a need to revise and amend the State Constitution and the statutes to lessen the dependence of local government on property taxes, reduce property taxes as a share of overall public revenue, and find alternative means of funding local government services; and

**Whereas**, the Legislature, when considering proposals for broad restructuring of revenue sources, recognizes that there is great political risk in making recommendations which the general public might perceive as increasing taxes; and

**Whereas**, it is, therefore, essential that the citizens of New Jersey are fully engaged in the effort to restructure taxes; and


**Whereas**, the most effective way to have maximum participation is a public vote on whether or not to proceed with a tax reform process and, if this question is approved, another vote by the public to ratify the recommendations for tax reform; and

**Whereas**, the convening of a constitutional convention for the purpose of recommending amendments to the New Jersey Constitution and changes to the statutes is the most appropriate method for building a consensus for, and implementing, reform; now, therefore,


**Be It Resolved**, that the governing body of the Township of Willingboro supports the effort to place before the electorate the question of calling a Constitutional Convention for the purpose of proposing property tax reform, as spelled out in A-1786, sponsored by Assembly Majority Leader Joe Roberts and S-263, sponsored by Senator John Adler, and further;

**Be It Resolved**, that we do all call on our fellow citizens to inform themselves about this issue, and to join in our efforts to advance the cause of property tax reform, through support for A-1786 and S-263; and further,

**Be It Resolved**, that copies of this resolution be transmitted: to our State Legislators and to Governor McGreevey, urging them to act favorably on the Legislation, so that the voters may be able to express their will on Election Day, November 2, 2004 ; and to the New Jersey State League of Municipalities.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk  
March 8, 2004

# Mayors Fax Advisory



February 27, 2004

RE: Support for Permanent  
Property Tax Reform

Dear Mayor:

If you want to become an active supporter of the call for a Special Convention for Property Tax Reform, here's what to do:

- Urge your fellow local elected officials to get behind the effort, by passing a Resolution in Support of A-1786/S-263 (A sample is enclosed.)
- Educate and urge your citizens to support this effort. Hand out copies of the "DO YOU WANT TO BE AN ACTIVE SUPPORTER? (It's as easy as 1-2-3)" flyer, available at our website. Ask your citizens to follow through on the three simple steps, listed in the flyer.
- Urge your State Legislators to support this effort.
- Contact Governor McGreevey and the Presiding Officers of the State Senate and General Assembly and urge them to help.

Please keep us informed of your progress. And if you have any questions, contact Jon Moran at 609-695-3481, ext. 21.

Thank you.

Very truly yours,

*Gary Passanante*

Hon Gary Passanante, Mayor  
Somerdale Borough; Member,  
League Executive Board; Chair,  
League Property Tax Reform Committee

*William G. Dressel, Jr.*

William G. Dressel, Jr.  
Executive Director

Encl.

**NJLM**

17 West State Street  
Trenton, NJ 08618

609) 695-3481 Phone  
609) 695-5156 Fax  
[www.njslom.org](http://www.njslom.org)

407 West State Street  
Trenton, NJ 08618  
(609) 695-3481  
Fax: (609) 695-0151



William G. Dressel Jr.  
Executive Director  
Michael J. Darcy, CAE  
Asst. Executive Director

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## DO YOU WANT TO BE AN ACTIVE SUPPORTER?

(It's as easy as 1-2-3 )

If you want to become an active supporter of the call for a Constitutional Convention for Property Tax Reform, here's what to do:

1. Urge your local elected officials - municipal, county and school board - to get behind the effort, by passing a Resolution in Support of A-1786 and S-263.
2. Urge your State Legislators to support this effort. If you need to know their names, and learn how you can contact them by mail, phone, fax and e-mail, you can find that on the State Legislature's website at [www.njleg.state.nj.us/districts/municipalities.asp](http://www.njleg.state.nj.us/districts/municipalities.asp). Click on the name of your municipality, then, when the new page appears, click on the District number. This will take you to a list of your Legislative delegation.
3. Contact Governor McGreevey and the Presiding Officers of the State Senate and General Assembly and urge them to help. Their contact information is:

Hon. James E. McGreevey  
Governor, State of New Jersey  
State House  
PO Box 001  
Trenton, NJ 08625  
Phone: (609)292-6000  
Fax: (609)292-3454

Hon. Albio Sires  
Speaker, General Assembly  
303 58th Street  
West New York, NJ 07030  
Phone: (201)854-0900  
Fax: (201)854-4818  
[AsmSires@njleg.org](mailto:AsmSires@njleg.org)

Hon. Richard J. Codey  
Senate President  
449 Mount Pleasant Ave.  
West Orange, NJ 07052  
Phone: (973)731-6770  
Fax: (973)731-0647  
[SenCodey@njleg.org](mailto:SenCodey@njleg.org)

Hon. Alex. DeCroce  
Assembly Minority Leader  
101 Gibraltar Drive  
Suite 1 - A  
Morris Plains, NJ 07950  
Phone: (973)984-0922  
Fax: (973)984-8094  
[AsmDeCroce@njleg.org](mailto:AsmDeCroce@njleg.org)

Hon. Leonard Lance  
Senate Minority Leader  
119 Main Street  
Flemington, NJ 08822  
Phone: (908)788-6900

New Jersey State Legislature

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### District 7

Senator DIANE B. ALLEN - Republican

District Office: 2313 Burlington-Mt. Holly Road, Burlington, NJ 08016 (609)-239-2800

Assemblyman HERB CONAWAY - Democrat

District Office: Delran Professional Center, Suite 125, 8008 Route 130  
North, Delran, NJ 08075 (856)-461-3997

Assemblyman JACK CONNERS - Democrat

District Office: Delran Professional Center, Suite 125, 8008 Route 130  
North, Delran, NJ 08075 (856)-461-3997



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RESOLUTION NUMBER 2004- 38

**A RESOLUTION BINDING THE TOWNSHIP OF WILLINGBORO  
TO PURCHASE ELECTRIC GENERATION SERVICES PURSUANT TO A  
MULTI-GOVERNMENT ENERGY AGGREGATION CONTRACT  
AWARDED THROUGH THE  
BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM (#4BuCCP)**

WHEREAS, the Burlington County Board of Chosen Freeholders will solicit bids from electric power suppliers for electric generation services through a multi-government energy aggregation program as Lead Agency of the Burlington County Cooperative Pricing System (#4BuCCP) in accordance with N.J.S.A. 48:3-92, 93.1 through 93.3, and 94 of the Electric Discount and Energy Competition Act and the regulations promulgated thereto; and

WHEREAS, the Township of Willingboro is a Participating Unit of the Burlington County Cooperative Pricing System #4BuCCP (hereinafter Participating Unit) and is eligible thereby to obtain electric generation services for its own use through a contract awarded to electric power suppliers following said bid for electric generation services pursuant to the multi-government energy aggregation program; and

WHEREAS, the Lead Agency will issue a Request for Bids for electric generation services on behalf of the Burlington County Cooperative Pricing System pursuant to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, *et seq.* and the Electric Discount and Energy Competition Act," N.J.U.S.A. 48:3-49 *et seq.*; and

WHEREAS, due to a significant volatility and the potential for price increases in the wholesale electric market, Participating Units will preauthorize the Lead Agency to award a contract for Electric Generation Service to a supplier(s) whose prices will provide estimated savings to the Participating Unit, based on its previous electric usage; and

WHEREAS, The Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with prices lower than the utility-provided basic generation services, and

WHEREAS, Participating Unit agrees to purchase all electric power needed for its own use through the electric power supplier(s) awarded said contract for a term not to exceed two years, provided the cost is lower than the utility-provided basic generation services;


NOW, THEREFORE, BE IT RESOLVED by Participating Unit that it binds itself to the Burlington County Cooperative Pricing System #4BuCCP to purchase all electric power needed for its own use from the electric power supplier(s) awarded the contract for electric generation services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the Burlington County Cooperative Pricing System #4BuCCP is hereby authorized to execute the Electric Generation Service Purchase and Sale Agreement with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the Participating Units of the Burlington County Cooperative Pricing System #4BuCCP for a term not to exceed two years and at prices determined by the Lead Agency to provide savings to Participating Unit relative to the price charged for basic generation service by the electric public utility currently providing such service.

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

Township of Willingboro

  
Marie Annese, Clerk

  
Eddie Campbell, Jr., Mayor

Jean Hartman Culp  
Senior Assistant Solicitor  
Burlington County Solicitor's Office  
County Administration Building  
49 Rancocas Road  
Mount Holly, New Jersey 08057

Re: Multi-Government Energy Aggregation Program  
for Electric Generation Service  
Burlington County Cooperative Pricing System -- #4BuCCP

Dear Ms. Culp:

For purposes of communicating during the E-bidding process for energy aggregation, here are my e-mail address, my fax number and my telephone number.

e-mail address denise\_rose@willingborotwp.org

fax number 609-835-0782

telephone number 609-877-2200 ext. 6200

Sincerely,  
Denise Rose  
Township Manager

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Willingboto Township  
(Contracting Unit – municipality,  
utility authority, school)



# TOWNSHIP OF WILLINGBORO

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

March 25, 2004

Jean Hartman Culp, Sr. Asst. Solicitor  
Burlington County Solicitor's Office  
49 Rancocas Road  
P. O. Box 6000  
Mount Holly, New Jersey 08060

Dear Ms. Culp:

Attached is a certified copy of Resolution No. 2004 – 38 which was adopted by Willingboro Township Council at their meeting of March 23, 2004.

Also attached is the completed form provided for communicating during the E-bidding process for energy aggregation.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

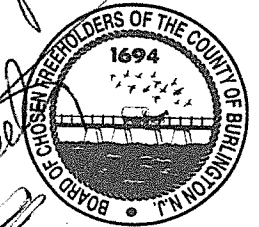


**Board of Chosen Freeholders  
Of The County of Burlington**

OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

P.O. BOX 6000  
MOUNT HOLLY, NEW JERSEY  
08060-6000

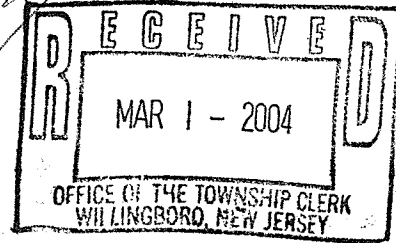
Dawn Marie Addiego  
Theresa D. Brown  
Vincent R. Farias  
William S. Haines, Jr.  
James K. Wujcik



Frederick F. Galdo  
County Administrator /  
Board Clerk  
609-265-5020  
Fax: 609-702-7000

February 27, 2004

Clerk Marie Annese  
Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046



VIA REGULAR MAIL AND FACSIMILE

Re: Multi-Government Energy Aggregation Program for  
Electric Generation Service  
Burlington County Cooperative Pricing System – #4BuCCP

Dear Clerk Annese:

Thank you for agreeing to participate in the Burlington County Multi-Government Energy Aggregation Program. This Program will operate as part of the Burlington County Cooperative Pricing System of which you are a participating contracting unit and will strive to generate electric energy savings that affect the bottom line of all of our budgets -- savings that are ultimately passed on to our taxpayers.

I am pleased to report an important development in this initiative: Burlington County as the Lead Agency in the Cooperative Pricing System will solicit bids through an E-Bidding process approved by the New Jersey Department of Community Affairs. The E-Bidding process allows bids to be submitted electronically over a period of time or until a bid is received that offers a price less than Basic Generation Service rates charged by your local electric utility. Through this process, we will be better able to obtain competitive pricing for your electric generation service.

The Multi-Government Energy Aggregation Program is being implemented at no cost to participating contracting units.

**In order to participate in the Energy Aggregation Program, your governing body needs to adopt the attached Resolution.** This Resolution binds your contracting unit to purchase all electric power needed for its own use during the two-year period of the contract. The Resolution also authorizes the Lead Agency to award the

and other factors considered, on behalf of the participating contracting units and to enter into a master contract that binds all participating contracting units.

**The certified Resolution of your governing body must be received no later than March 31, 2004. Please send the Resolution to:**

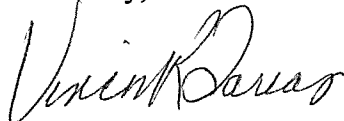
Jean Hartman Culp, Senior Assistant Solicitor  
Burlington County Solicitor's Office  
County Administration Building  
49 Rancocas Road  
P.O. Box 6000  
Mount Holly, New Jersey 08060

**Also, please return the attached letter to Ms. Culp with your e-mail address and your facsimile number to be used for communicating with you during the bidding process.**

If you have questions about electrical deregulation or your contracting unit's involvement in the Cooperative, you may contact Ms. Culp at 609-265-5555.

Again, your expeditious passage of the attached Resolution will be greatly appreciated. On behalf of the Freeholders, we look forward to working with you.

Sincerely,



VINCENT R. FARIAS  
Freeholder Director

Enclosures

A RESOLUTION BINDING THE (CONTRACTING UNIT) \*  
TO PURCHASE ELECTRIC GENERATION SERVICES  
PURSUANT TO A MULTI-GOVERNMENT ENERGY AGGREGATION CONTRACT  
AWARDED  
THROUGH THE BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4BuCCP

RESOLUTION NUMBER \_\_\_\_\_

WHEREAS, the Burlington County Board of Chosen Freeholders will solicit bids from electric power suppliers for electric generation services through a multi-government energy aggregation program as Lead Agency of the Burlington County Cooperative Pricing System #4BuCCP in accordance with N.J.S.A. 48:3-92, 93.1 through 93.3, and 94 of the Electric Discount and Energy Competition Act and the regulations promulgated thereto; and

WHEREAS, (Contracting Unit) \* is a Participating Unit of the Burlington County Cooperative Pricing System #4BuCCP (hereinafter Participating Unit) and is eligible thereby to obtain electric generation services for its own use through a contract awarded to electric power suppliers following said bid for electric generation services pursuant to the multi-government energy aggregation program; and

WHEREAS, the Lead Agency will issue a Request for Bids for electric generation services on behalf of the Burlington County Cooperative Pricing System pursuant to the "Local Public Contracts Law," N.J.S.A. 40A:11-1 *et seq.* and the Electric Discount and Energy Competition Act," N.J.S.A. 48:3-49 *et seq.*; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale electric market, Participating Units will preauthorize the Lead Agency to award a contract for Electric Generation Service to a supplier(s) whose prices will provide estimated savings to the Participating Unit, based on its previous electric usage; and

WHEREAS, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with prices lower than the utility-provided basic generation service; and

WHEREAS, Participating Unit agrees to purchase all electric power needed for its own use through the electric power supplier(s) awarded said contract for a term not to exceed two-years; now, therefore, be it

RESOLVED by Participating Unit that it binds itself to the Burlington County Cooperative Pricing System #4BuCCP to purchase all electric power needed for its own use from the electric power supplier(s) awarded the contract for electric generation services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the Burlington County Cooperative Pricing System #4BuCCP is hereby authorized to execute the Electric Generation Service Purchase and Sale Agreement with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the Participating Units of the Burlington County Cooperative Pricing System #4BuCCP for a term not to exceed two years and at prices determined by the Lead Agency to provide savings to Participating Unit relative to the price charged for basic generation service by the electric public utility currently providing such service.

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

\* Insert name of Contracting Unit.

PLEASE PROVIDE CERTIFICATION OF RESOLUTION

**LAW OFFICE OF MICHAEL A. ARMSTRONG**

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

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

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

CRISTAL HOLMES-BOWIE  
Email: chb@armstronglawfirm.com

ANDREW M. DUCLAIR+  
Email: amd@armstronglawfirm.com

+ MEMBER NJ & NY BARS  
+ MEMBER NJ & PA BARS

PLEASE REPLY TO WILLINGBORO

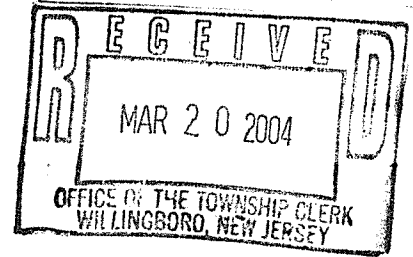
586 CENTRAL AVENUE, SUITE 10-14  
EAST ORANGE, NEW JERSEY 07018

TELEPHONE: (973) 642-2800

March 18, 2004

**VIA REGULAR MAIL/FAX (609) 265-5933**

Jean Hartman Culp, Sr. Assistant Solicitor  
Burlington County Solicitor's Office  
County Administration Building  
49 Rancocas Road  
P. O. Box 6000  
Mount Holly, New Jersey 08060



**Re: Multi-Government Energy Aggregation Program for Electric Generation Service  
Burlington County Cooperative Pricing System - #4BuCCP  
My File No.: 530-75-04**

Dear Ms. Culp:

We are in receipt of the letter and the Resolution regarding our participation in the Burlington County Multi-Government Energy Aggregation Program. While our Council is interested in entering into this program, it prefers to enter into this via a Joint Purchasing System Agreement as well as by way of the Resolution. Please find enclosed our sample Joint Purchasing System Agreement. Please advise whether the County is in a position to also enter the Agreement as well.

I look forward to hearing from you shortly.

Very truly yours,

*Cristal Holmes-Bowie*  
Cristal Holmes-Bowie

CHB:ji  
Enclosure

cc: Marie Annese, Township Clerk  
Willingboro Township Council

JOINT PURCHASING SYSTEM AGREEMENT

(NAME OF JOINT PURCHASING SYSTEM)

AGREEMENT FOR A JOINT PURCHASING SYSTEM

This agreement, consisting of 3 pages, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the, *Burlington County Board of Chosen Freeholders, known as the Lead Agency of the Burlington County Cooperative Pricing system #4BuCCP, hereinafter the Lead Agency and the Participating Unit, Township of Willingboro, Burlington County, hereinafter Participating Unit*, to participate in a Joint Purchasing System for electric power generation services through a multi-government energy aggregation program.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-10 and 11, specifically authorizes two or more contracting units to enter into a Joint Purchasing Agreement for the purchase of work, materials and supplies; and

WHEREAS, the *the Lead Agency* is conducting a voluntary Joint Purchasing System with other authorized contracting units within *BURLINGTON COUNTY* or adjoining counties utilizing the administrative purchasing services and facilities of the *Lead Agency*; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the purchase of electric generation services for the use of the Participating Unit; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced jointly will include *Electric Generation Services* as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The Electric Generation Services shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter (CHOOSE ONE: (1) *EITHER ON THE*

*ANNIVERSARY OF THE SYSTEM'S REGISTRATION* or (2) *IN JANUARY OF EACH SUCCEEDING YEAR*) publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a newspaper normally used for such purposes by it to include such information as:

- (A) The Lead Agency soliciting competitive bids or informal quotations, and
  - (B) The address and telephone number of Lead Agency, and
  - (C) The names of the participating contracting units, and
  - (D) The State Identification Code for the Joint Purchasing System , and
  - (E) The expiration date of the Joint Purchasing Agreement .
4. The Participating Unit agrees to purchase all electric power needed for its own use through the electric power suppliers, provided however, that the cost for the electric power generation service is less than the Basic Generation Service rates charged by the local electric utility.
  5. The bid specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
  6. A single Request for Bids for Electric Generation Service shall be presented on behalf of all of the participating contracting units desiring to purchase any item by the Lead Agency in the Joint Purchasing System.
  7. The Lead Agency will solicit bids and shall receive bids on behalf of all participating contracting units through an E-Bidding process approved by the New Jersey Department of Community Affairs.
  8. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders that will provide Electric Generation Services for less than the Basic Generation Service rates charged by the local electric utility.
  9. The award shall result in only the Lead Agency entering into a formal Electric Generation Service Purchase and Sale Agreement directly with the successful bidder(s).
  10. The Participating Unit agrees to purchase all electric power needed for its own use through the electric power supplier(s) awarded said contract for a term not to exceed two (2) years, provided however that the costs for the services are less than Basic Generation Service rates charge by the local electric utility.
  11. The provisions of Paragraphs 7, 8, 9, 10 and 11 above shall be quoted or referred to and sufficiently described in the specifications so that each bidder shall be on notice as to the respective responsibilities of the Lead Agency and each participating contracting unit.
  12. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any

other such system in which it is authorized to participate or from bids which it has itself received.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. This Agreement shall become effective on *(INSERT DATE)* subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed two (2) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the first year or any of the succeeding year.
15. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
16. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
17. The withdrawal of any participant other than the Lead Agency or the joining of any new participant, shall not invalidate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: \_\_\_\_\_ ATTEST BY: \_\_\_\_\_  
(NAME AND TITLE) (NAME AND TITLE)

FOR THE PARTICIPATING UNIT

BY: \_\_\_\_\_ ATTEST BY: \_\_\_\_\_  
(NAME AND TITLE) (NAME AND TITLE)

BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM No. 4BuCCP  
Multi-Government Energy Aggregation Program  
Burlington County Board of Chosen Freeholders, Lead Agency

NAME OF CONTRACTING  
UNIT: \_\_\_\_\_

SERVICE TERRITORY: \_\_\_\_\_ PSE&G \_\_\_\_\_ JCP&L \_\_\_\_\_ CONECTIV

COUNTY: \_\_\_\_\_

**Draft**

**MODEL CONTRACT**  
**BCCPS COOPERATIVE PRICING SYSTEM**  
**ELECTRIC SUPPLY AGREEMENT**

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the \_\_\_\_\_ (insert name of Burlington County contracting unit) ("Customer") and \_\_\_\_\_ ("Supplier") (collectively, Customer and Supplier are referred to as the "Parties" and each as a "Party").

**WHEREAS**, Customer is a corporate body politic pursuant to the laws of the State of New Jersey; and

**WHEREAS**, by virtue of the "Electric Discount and Energy Competition Act," N.J.S.A. 48:3-49 et seq. ("EDECA") and order of the BPU, all electric customers in the State of New Jersey can now elect to purchase electric generation service from an entity other than the EDC, and continue to receive distribution, transportation and related services from the Electric Distribution Company ("EDC") through the EDC's infrastructure; and

**WHEREAS**, EDECA authorizes the Burlington County Board of Freeholders to serve as a government aggregator to obtain electric generation service, electric related service, gas supply service or gas related service, either separately or bundled (hereinafter referred to as "energy, energy services, or both"), for individual contracting units who wish to voluntarily participate, N.J.S.A. 48:3-91; and

**WHEREAS**, the Burlington County Board of Freeholders has formed a Cooperative Pricing System ((the "BCCPS"), No. 4BuCCP, pursuant to N.J.A.C. 6:20-8.7, which is comprised of contracting units and a school district within Burlington County, and that will be utilized for the purpose of facilitating the aggregate purchasing of energy and energy services; and

**WHEREAS**, the Customer has joined the BCCPS and intends to avail itself of the opportunity to purchase firm electric generation service from a licensed electric power supplier other than its local electric utility, pursuant to terms and conditions of the electric utility tariff; and

**WHEREAS**, the Burlington County Board of Freeholders has issued a request for bids ("RFB") pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and the EDECA, in connection with the selection of a supplier of electric generation service to the Customer; and



BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM No. 4BuCCP  
Multi-Government Energy Aggregation Program  
Burlington County Board of Chosen Freeholders, Lead Agency

**WHEREAS**, Supplier has responded to the RFB and has been selected as the lowest responsible bidder in the Customer's service territory; and

**WHEREAS**, Supplier agrees to sell to Customer, and Customer agrees to purchase from Supplier, electric generation service for use by the Customer in its facilities pursuant to the terms and conditions of the electric utility's tariff, and this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the Parties hereby agree to be legally bound to the terms and conditions set forth herein.

1. Definitions:

The following terms used in this Agreement shall have the following meanings:

“Account” means the account(s) subject to this Agreement for electric service as listed on Attachment 1 and metered by the Customer’s EDC.

“Agreement” means this Electric Generation Service Purchase and Sales Agreement.

“Ancillary Services” means the services that the PJM Interconnection, L.L.C., (“PJM”) requires retail electric suppliers to supply in connection with the maintenance of a reliable bulk power transmission system

“Capacity Reserves” means an additional amount of capacity provided as a safety margin as required by PJM.

“Customer” means the individual contracting unit or school district participating in the BCCPS, which is a Party to this Agreement, and its successors or assigns.

“Customer Care Services” means the services a Supplier provides to its customers to respond to customer inquiries and problems, by toll-free number or Internet service, or both.

“Delivery Point” means the point on the Customer’s EDC transmission system that is determined by the Supplier at the time of scheduling.

“Electric Distribution Company” or “EDC” means the company that currently provides the wires and equipment necessary to deliver electric energy to the Customer’s Facilities, and which would be responsible for providing basic generation service to the Customer.

“Electric Generation Service” means the services necessary to provide the full generation and transmission requirements for the Accounts, including Generation Service, Transmission Service, Ancillary Services, including New Jersey sales and use taxes.

“Facilities” means the buildings owned, leased or occupied by the Customer that receive electric generation service under an Account.

“Force Majeure event” shall have the meaning set forth in Section 11 of this Agreement.

“Generation Service” means the services necessary to provide energy, capacity, Capacity Reserves, Line Losses and Reconciliation.

“KwH” means kilowatt-hour or 1,000 watts for one hour. This represents the Customer’s electricity usage over time.

“Line Losses” means the estimated amount of electric energy that is lost between the power plant that produces it and the meter at the Facilities.

"Non-summer prices" shall mean prices per kilowatt-hour for Electric Generation Service beginning with the Customer's first meter reading beginning September 1 of the term of the Agreement and continuing until the Customer's last meter read in June of the term.

"Reconciliation" means the costs associated with the difference between established energy and capacity deliveries to the regional power pool and actual energy flows and capacity obligations for the Customer's Facilities.

"Service Territory" means the area served by the Customer's EDC.

"Summer prices" shall mean prices per kilowatt-hour for Electric Generation Service beginning with the Customer's first meter reading after July 1 of the term of the Agreement and continuing until the Customer's last meter read in September of the term.

"Supplier" means the licensed electric power supplier that has been selected to be the Customer's Electric Generation Service supplier as a result of the RFB process and is a Party to this Agreement.

"Transmission Service" means the services necessary to move high voltage electricity from a power plant to the distribution lines of the EDC.

## 2. Term of Agreement

The Term of this Agreement shall commence as of \_\_\_\_\_ (insert date) and continue until the Customer's last meter reading prior to May 31, 2006. The actual date on which the Customer is eligible to purchase electric generation service from the Supplier shall be subject to the enrollment procedures of the Customer's EDC. Expiration of the Term shall not affect the obligations of Customer and Supplier that arise before expiration.

## 3. Membership in BCCPS

During the Term of this Agreement and for so long as the Supplier is the exclusive, official supplier of the BCCPS Cooperative Pricing System, the Supplier agrees that its employees shall not offer, solicit, nor attempt to offer or solicit Customer for the Account separate from the BCCPS program.

The Customer agrees that during the Term of this Agreement it shall not contract for Electric Generation Service for the Account with the Supplier through another agreement or any other supplier of electric generation service on a separate, individual basis while Supplier is the official Supplier of the BCCPS.

## 4. Purchases, Sale and Price of Electric Generation Service:

- A. *Purchase and sale:* During the term of this Agreement, Customer agrees to accept and purchase from Supplier, and the Supplier agrees to provide and sell to Customer, sufficient Electric Generation Service in kilowatt-hours to meet the Customer's electricity requirements for the electric load associated with the Account designated in Attachment 1 to this Agreement.
- B. *Price* The price(s) for each kilowatt-hour of Electric Generation Service are provided in Attachment 2 to this Agreement, and include all taxes.
- C. *Payment:* Customer shall cause payment to be made within forty-five (45) days of the Supplier's invoice, as provided in paragraph 5 below.

5. Metering and Distribution by Electric Distribution Company:

During the term of this Agreement, Customer agrees to make and maintain the necessary arrangements so that distribution and metering services are provided to the Facilities by the EDC. The Supplier shall have no financial obligation relating to arrangements for these services.

The Supplier shall deliver Customer's electric generation service requirements to a Delivery Point. The Supplier shall not be responsible for any variation in the quality, including zero voltage, of the electric service provided by the EDC to the Customer, for any other matters within the control of the EDC, including maintenance or operation of the electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

6. Billing:

Consistent with New Jersey Board of Public Utilities Order and Rules, the Supplier shall bill the Customer on a monthly basis for the prior month's deliveries of Electric Generation Service pursuant to one of two options (*Supplier to check which option applies*):

\_\_\_\_\_ *Dual Billing:* If the Supplier elects a dual billing arrangement it will issue an invoice, including information required by "The Local Public Contracts Law," N.J.S.A. 40A:11-1 et seq., directly to the Customer. The Customer agrees to pay the invoiced amount directly to the Supplier within forty-five (45) days of the date of the invoice.

\_\_\_\_\_ *Consolidated Billing:* If the Supplier elects a consolidated billing arrangement, the Customer's EDC shall issue a bill to the Customer that includes the Suppliers charges for Electric Generation service for the EDC's billing period. The Customer agrees to pay the charges for Electric Generation Service

indicated on the EDC's bill to the EDC within forty-five (45) days of the date of the EDC's bill. The Customer's payment of the charges for Electric Generation Service indicated on the EDC's bill for the applicable billing period to the EDC shall discharge the Customer's liability to the Supplier for said charges.

7. Release of Information:

The Customer hereby authorizes the Supplier to obtain from the EDC any information that the EDC has, or may obtain or develop during the term of this Agreement, regarding the Customer's bills and usage of electricity. Delivery of a copy of this Agreement with the signature of the Customer's representative on it shall be sufficient authorization to the EDC to release such information to the Supplier.

8. Security for Performance:

The Supplier shall execute in favor of the Burlington County Board of Freeholders, as Lead Agency of the BCCPS, a performance guarantee or performance bond (referred to collectively herein as "contract security") in one of the forms provided in the BCCPS RFB. If the form of surety is a surety certificate or performance bond, the surety company that issues the bond or certificate shall be licensed to conduct business in the State of New Jersey.

The purpose of the surety is to protect the Customer for actual damages in the event of default by the supplier. The amount of the contract security ("security amount") is to be based on the estimated difference between the total contract price and what the district would pay if it defaulted to basic generation service from its EDC. The security amount shall be calculated by the Lead Agency by multiplying two mil (\$.002) per Kwh by the Customer's historic Kwh usage for the immediate months of July and August as follows:

$$(\$ .002) \times \text{Two (2) months the Customer's usage (in Kwh)} = \text{Security Amount.}$$

The Supplier, where applicable, shall pay the premium on the bond.

9. Customer Care:

The Supplier warrants that it has a Customer Care Services program and staff that is capable of addressing customer service questions, problems and concerns from the Customer. The Supplier agrees to maintain such Customer Care Services program and staff for the term of the Agreement, including any future renewal under Section 9. The Supplier further agrees to designate a Customer Care Services representative to respond in a timely manner to questions and problems raised by the Lead Agency regarding service to BCCPS Members.

10. Renewal:

The Customer will renew this Agreement, provided that the following conditions are met:

- (A) The Lead Agency adopts a resolution to renew the Agreement, and the resolution includes a finding by the Lead Agency that the Supplier's services are being performed in an effective and efficient manner, and that the renewal contract will provide BCCPS members with savings relative to applicable basic generation service rates;
- (B) Any price change included as part of an extension will be negotiated to provide the Customer with savings relative to applicable basic generation service rates;
- (C) The terms and conditions of the Agreement remain substantially the same; and
- (D) The Agreement is not extended so that it runs for more than a total of five consecutive years.

The Supplier shall provide renewal terms in writing to the Lead Agency on behalf of the Customer no later than ninety (90) days prior to the expiration of this Agreement. The Lead Agency acting on Customer's behalf, may adopt or reject the renewal terms of this Agreement.

11. Warranties:

- (A) The Supplier warrants title and the right to deliver title to the Delivery Point to all electricity sold hereunder. Customer acknowledges that it has entered into this Agreement based solely upon the express warranties set forth in this Agreement. The Supplier expressly disclaims any other warranty (written, oral, express or implied), including any warranties of merchantability and/or fitness for a particular purpose.
- (B) The Customer represents to the Supplier that it owns, leases, or otherwise occupies the Facilities. This Agreement is based on this representation, and the Supplier's understanding, that the Customer owns, leases or otherwise occupies the Facilities. The Customer shall notify the Supplier at least sixty (60) days prior to the sale of the Facilities or the expiration or termination of the lease. The Supplier may immediately terminate this Agreement upon the sale of the Facilities, the expiration or termination of the Facilities' lease, or if the Customer ceases to occupy the Facilities.

12. Force Majeure:

Neither Party shall be liable for any failure to perform its respective obligations under this Agreement, to the extent such failure is the direct result of an event which is beyond the control of the party which fails to perform, or is the direct result of the consequences of such an event, and such event or such consequences could not have been avoided by the exercise of due

foresight and cannot reasonably be overcome (collectively, "Force Majeure event"). A Force Majeure event shall not include, however, any events or the consequences thereof, which are the result of negligence, willful misconduct, or economic hardship on the part of the party claiming the occurrence of a Force Majeure event.

13. Default:

(A) Seller shall be in default under this Agreement if one or more of the following events occur:

- (1) Except due to an event of Force Majeure, Supplier fails to maintain firm electric generation supply to Customer;
- (2) Supplier ceases to be a licensed electric supplier pursuant to standards and regulations for licensure established by the New Jersey Board of Public Utilities;
- (3) Supplier voluntarily files a petition in bankruptcy, and an action to withdraw such petition is not filed within thirty (30) days thereafter;
- (4) An involuntary petition in bankruptcy is filed against Supplier, which petition is not withdrawn or dismissed within ninety (90) days thereafter, or;
- (5) Supplier fails to comply with its Third Party Supply Agreement.

(B) Customer shall be in default of this Agreement if one or more of the following events occur:

- (1) Customer fails to make payment within fifteen (15) days after receipt of written notice from Supplier that Customer's payment is past due.
- (2) The Utility suspends, curtails or discontinues distribution service to Customer due to the acts or omission of Customer under the Utility Tariff, Standard Terms and Conditions for a period of greater than thirty (30) days;
- (3) Customer ceases use and occupancy of any of its facilities connected to a Utility Meter without notice to the Supplier, except if caused by an Event of Force Majeure;
- (4) Customer voluntarily files a petition in bankruptcy, and an action to withdraw such petition is not filed within thirty (30) days thereafter; or
- (5) An involuntary petition in bankruptcy is filed against Customer, which petition is not withdrawn or dismissed within ninety (90) days thereafter.

14. Damages:

(a) In the event of a default by the Supplier, as defined in Section 12 above, the Customer shall have cause to collect from the surety company funds in the full amount of the performance bond or the parental guarantee.

(b) Except in the event of a Force Majeure event, as defined in Section 11 of this Agreement, if at any time the Supplier fails to deliver, in whole or in part, Electric Generation Service as required by the Customer to the Delivery Point, the Supplier shall be liable to the Customer for the difference between the cost of obtaining basic generation service from the Customer's EDC, including any additional switching or administrative fees charged by the EDC for basic generation service, for the remaining term of the Agreement and the estimated cost of receiving electric generation service pursuant to the Agreement for the remaining term of the Agreement (hereinafter referred to as "Economic Damages"). Additionally, in the event of such a failure, and Supplier's failure to cure the same within thirty (30) days after written notice from the Customer, the Customer may, upon ten (10) days written notice to the Supplier, cancel this Agreement, which shall become null and void.

(c) Supplier's damages shall consist of the positive difference (if any) between the amounts that would have been payable to the Supplier under the Contract had the Customer purchased Electric Generation Supply from the Supplier and the amount realized by the Supplier in disposing, in a reasonable commercial manner, of the Electric Generation Supply not accepted by the Customer (provided that the Customer is not required to accept quantities of Electric Generation Supply in excess of Customer's instantaneous consumption of such supply).

(d) Net Out of Settlement Amounts: After Damages have been finally determined under this Article, the amounts of Damages due and owing will be reconciled with payments already made by the Parties. The non-defaulting Party shall quantify all amounts that are due to the non-defaulting party by netting out (a) all amounts that are due to the defaulting party under the Contract against (b) all amounts that are due from the non-defaulting party, so that all such amounts shall be netted out to a single liquidated amount payable by one Party to the other.

15. Limitation of Liability:

The Supplier shall not be responsible for consequential or indirect damages to the Customer resulting from an interruption or failure of Electric Generation Service or other services dependent on Electric Generation Service due to a Force Majeure event.

16. Indemnification:

By signing this Agreement, the Supplier agrees to indemnify and hold harmless the Customer, its employees and agents against all third party claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the provision of Electric Generation Service pursuant to this Agreement, and caused in whole or in part by an act or omission of the Supplier, or anyone employed by Supplier. Nothing herein shall be construed to mean that the



Supplier shall hold harmless and indemnify the Customer from claims, demands or liabilities arising out of any acts or omissions of the Customer, PJM and/or the EDC, or any of their respective officers, agents or employees.

17. Assignment:

- (A) The Customer may assign this Agreement, subject to the Supplier's written consent, which shall not be unreasonably withheld or delayed, upon thirty (30) days written notice to the Supplier, to any new owner or lessee of the Facilities, provided that such new owner or lessee agrees in writing to be bound by the Agreement and satisfies Supplier's credit requirements.
- (B) The Supplier may assign this Agreement, subject to the Customer's written consent, which shall not be unreasonably withheld or delayed, upon thirty (30) days written notice to the Customer, to any person or corporation that is licensed by the BPU to provide retail Electric Generation Service to the Customer. Notwithstanding the foregoing, Supplier may assign this Agreement, without the consent of Customer and without recourse to Supplier, to any affiliate of Supplier and to any person that merges or consolidates with Supplier, or acquires all of Supplier's New Jersey retail electric supply business, provided that in each instance, the assignee is (i) of equal or better credit worthiness as Supplier as of the effective date of the transfer; and (ii) so licensed by the BPU.

18. Entire Agreement; Governing Law:

This Agreement is the entire agreement between the Parties. It supersedes all prior agreements, and is governed by New Jersey law. The Supplier hereby consents to the jurisdiction of the courts or administrative tribunals of the State of New Jersey, or the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

19. No Violation of Law:

Neither Party to this Agreement shall be required to perform any obligation pursuant to this Agreement which violates any State or Federal law or is prohibited by any order of any State or federal court or any order or regulation of any State or federal agency.

20. Authority:

Each Party represents that it has the corporate power and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

21. Subject to Appropriation:

To the extent required by law, this Agreement is subject to the availability and appropriation annually by the Customer of sufficient funds; provided that the Customer shall not unreasonably withhold such availability and appropriation annually.

22. Emergency Contacts:

Customer must contact the EDC in the case of outages, emergencies, and similar service matters, and may use the following toll-free emergency or other telephone numbers to do so:

New Jersey EDCs:

Conectiv: 1-800-642-3780 (Emergency and Customer Service)

GPU (Jersey Central Power and Light): 1-800-545-7738 (Emergency)  
1-800-662-3115 (Customer Service)

PSE&G: 1-800-436-7734 (Emergency)  
1-800-350-7734 (Customer Service)

New Jersey BPU's Division of Customer Relations: 1-800-624-0241.

Customer may contact the Supplier at the following number: 1-800-\_\_\_\_\_.

23. Environmental Disclosure:

Supplier's Environmental Information Disclosure Label, as amended from time to time, may be found at the website: <http://www.bpu.state.nj.us/wwwroot/energy>.

**IN WITNESS WHEREOF**, the duly authorized undersigned execute this Agreement as of the date first written above, each on behalf of his or her respective Party.

**SUPPLIER**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print name here)

(Print name here)

**BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM No. 4BuCCP**  
**Multi-Government Energy Aggregation Program**  
**Burlington County Board of Chosen Freeholders, Lead Agency**

On behalf of

\_\_\_\_\_

On behalf  
of: \_\_\_\_\_



BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM No. 4BuCCP  
Multi-Government Energy Aggregation Program  
Burlington County Board of Chosen Freeholders, Lead Agency

ATTACHMENT 2  
Prices by Service Territory and Rate Class (\$/Kwh)

<i>Utility</i>	<i>Rate Class</i>	<i>Price</i>
		\$.
		\$.
		\$.

RESOLUTION NO. 2004 – 39


**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, 100% Exempt, Paid in Error, Court Appeal and Paid Wrong Property; and

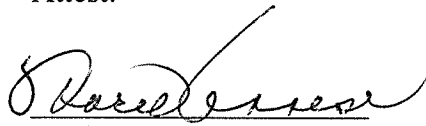
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9 day of March, 2004, that refunds be made as per the attached schedule; and

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

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

Attest:

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

EDWARD S. COOPER 6 MIDVALE LANE WILL., N.J. 08046 BLOCK 518 LOT 3 6 MIDVALE LANE OVERPAYMENT TAXES	\$885.12
WASHINGTON MUTUAL C/O TRANSAMERICA REAL ESTATE SERVICE SUITE 210, 58 SOUTH SERVICE ROAD MELVILLE, NY 11747 BLOCK 1121 LOT 5 21 TOPEKA PASS 100% EXEMPT	943.82
JOANNE R. THOMAS ATTY TRUST ACCT 101 W. MAIN STREET 2 <sup>ND</sup> FLOOR MOORESTOWN, N.J. 08057 BLOCK 1019.01 LOT 10 3 NASSAU DRIVE OVERPAYMENT TAXES	990.31
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST ROAD SUITE 100 ROCHESTER, NY 14623 BLOCK 402 LOT 6 66 WINDSOR LANE PAID IN ERROR	4960.26
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST ROAD SUITE 100 ROCHESTER, NY 14623 BLOCK 720 LOT 12 33 GLENVIEW LANE OVERPAYMENT TAXES	938.40
GMAC MORTGAGE ATTN: TAX REFUND 3451 HAMMOND AVE. WATERLOO, IA 50702 BLOCK 541 LOT 23 23 MILLBROOK DRIVE OVERPAYMENT TAXES	865.38
MANDELBAUM & MANDELBAUM 80 MAIN STREET WEST ORANGE, NY 07052 BLOCK 25 LOT 2 220 SUNSET ROAD OVERPAYMENT TAXES	3947.00
COUNTRYWIDE TAX SERVICE PO BOX 10211 - SV3-24 VAN NUYS, CA. 91410-0211 BLOCK 727 LOT 45 46 GARRISON CIRCLE PAID WRONG PROPERTY	1590.51

DENEAN WILLIAMS  
447 CURTIS AVENUE  
PENNSAUKEN, N.J. 08110  
BLOCK 333  
LOT 15  
50 PERENNIAL LANE  
COURT APPEAL

\$704.14

FIRST AMERICAN REAL ESTATE TAX SERVICE  
3445 WINTON PLACE  
SUITE 219  
ROCHESTOR, NY 14623  
BLOCK 131  
LOT 18  
235 SOMERSET DRIVE  
PAID IN ERROR

841.70



✓

**RESOLUTION NO. 2004 - 40**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

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


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


(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

✓ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/9, 2004, that an Executive Session closed to the public shall be held on 3/9, 2004, at 8:00 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

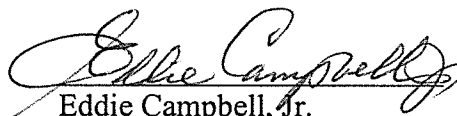
**RESOLUTION NO. 2004 - 41**

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


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 17<sup>th</sup> day of March, 2004, that the Mayor and Clerk are hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Division of Highway Traffic Safety – “Click It or Ticket 2004” in the amount of \$5,000.00, said program to run from May 24 through June 6, 2004.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

<b>NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT</b>	<b>FOR DHTS USE ONLY</b>	
	PSP#:	STANDARD:
	TASK #:	PROGRAM AREA:
	PROJECT #:	DATE RECEIVED:

**PART I GENERAL INFORMATION**

<b>A. PROJECT TITLE</b> Click It or Ticket 2004 _____ Police Department	<b>B. TYPE OF APPLICATION</b> <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION <input type="checkbox"/> CONT. <input type="checkbox"/> YEAR 1 <input type="checkbox"/> YEAR 2 <input type="checkbox"/> YEAR 3
<b>C. NAME OF PROJECT CONTACT</b> <i>Lt. Brian Cantwell</i>	<b>D. NAME OF APPLICANT AGENCY</b> <i>Willingboro Police Department</i>
<b>E. TELEPHONE NUMBER (OF C.)</b> <i>(609) 877-2200 x 6264</i>	<b>F. ADDRESS</b> <i>1 Salem Rd. Willingboro, N.J. 28046</i>
<b>G. FAX NUMBER</b> <i>609-835-0938</i>	
<b>H. FEDERAL TAX ID #</b> <i>216 000 7381</i>	

<b>I. TYPE OF GOVERNMENTAL UNIT</b> _____ STATE    _____ COUNTY <input checked="" type="checkbox"/> CITY    _____ OTHER			
<b>J. GRANT PERIOD</b> FROM: 5/1/04 TO: 6/30/04		<b>K. PROJECT PERIOD</b> FROM: 5/24/04 TO: 6/6/04	

**BUDGET (Please complete pages 4 & 5)**

A. COST CATEGORY	PROJECT PERIOD	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVICES	\$5,000.00		\$5,000.00
(B) CONTRACTUAL SVS.			
(C) COMMODITIES			
(D) OTHER DIRECT COSTS			
(E) INDIRECT COSTS			
TOTAL ESTIMATED COSTS (Including Non-Federal Share)	\$5,000.00		\$5,000.00

<b>B. SOURCE OF FUNDS</b>				
(1) FEDERAL	(2) STATE	(3) POLITICAL SUBDIVISION	(4) OTHER	TOTAL
\$5,000.00				\$5,000.00

**PART II****ACCEPTANCE OF CONDITIONS**

This application is approved for federal fiscal year 2004 and authorization to proceed with this highway safety project is granted subject to the State and Federal laws and regulations applicable to the New Jersey Division of Highway Traffic Safety and the conditions stated below:

1. Unless otherwise directed, applicants must submit quarterly reports to the DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the DHTS no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the DHTS within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.
2. Applicants making purchases or entering into contracts as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.
3. All out-of-state travel must have prior approval of the Division of Highway Traffic Safety. Requests for approval should be submitted to the DHTS at least forty-five (45) days prior to the intended date of travel.
4. Applicants shall account for program income. Program income earned during the contract period shall be retained by the applicant and added to the funds committed to the project by the DHTS and used to further eligible program objectives.
5. Local government applications must complete a local government resolution.
6. Any reports, publications, etc., developed using funds from this contract must be approved by the DHTS prior to their release.
7. Any printed material must contain the name of the Division of Highway Traffic Safety.
8. Prior approval is required for changes to project scope, objectives, or budget.
9. No equipment purchased under an approved DHTS grant will be conveyed, sold, salvaged, or transferred without written approval from the DHTS.
10. All provisions outlined in the DHTS's uniform requirements for the administration's reporting of expenditures will be adhered to.
11. Policies and procedures of the following will be, if applicable, adhered to:
  - 49 CFR Part 18 - DOT Implementation of Common Grant Rule, CFR Title 23 - Part 1200 - Uniform Procedures for SHSP, OMB Circular A-87, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.

**PART III SIGNATURES**

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

<b>NAME</b> <i>Brian Cantwell</i>	<b>TITLE</b> <i>Lieutenant</i>	<b>TELEPHONE NUMBER</b> <i>609-877-2200 x 6264</i>
<b>SIGNATURE</b> <i>Brian Cantwell</i>	<b>ADDRESS</b> <i>1 Salem Road Willingboro N.J. 08046</i>	

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

<b>NAME</b> <i>Joanne Diggs</i>	<b>TITLE</b> <i>Finance Director</i>	<b>TELEPHONE NUMBER</b> <i>609-877-2200 x 6211</i>
<b>SIGNATURE</b> <i>x Joanne M. Diggs</i>	<b>ADDRESS</b> <i>1 Salem Road Willingboro N.J. 08046</i>	

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

<b>NAME</b> <i>Eddie Campbell</i>	<b>TITLE</b> <i>Mayor</i>	<b>TELEPHONE NUMBER</b> <i>609-877-2200 x 6201</i>
<b>SIGNATURE</b> <i>x Eddie Campbell</i>	<b>ADDRESS</b> <i>1 Salem Road Willingboro N.J. 08046</i>	

**APPROVAL INFORMATION (FOR DHTS USE ONLY)**

<b>SIGNATURE</b>	<b>TITLE</b>	<b>APPROVAL DATE</b>
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**PART IV  
HIGHWAY SAFETY PROGRAM  
APPLICATION**

**BUDGET SUMMARY**  
*See instructions for content and format of fiscal  
information and cost categories*

**PROJECT TITLE:** *Occupant Protection Project*

**PROJECT NUMBER:**

<b>ITEMIZED EXPENDITURE CATEGORIES</b> <i>Specify proposed expenditure and basis for computation of cost</i>	<b>FEDERAL SHARE</b>	<b>STATE/LOCAL SHARE</b>	<b>TOTAL AMOUNT</b>
<p><b>A. PERSONAL SERVICES</b></p> <p><u>Click It or Ticket</u> <u>Seat Belt Overtime Enforcement</u></p> <p><u>\$50.00 Per Hour Maximum Rate</u></p> <p>100 overtime enforcement hours to be worked between May 24 - June 6, 2004</p> <p>Example: 2 officers working five-hour shifts, 10 hours total per day, for ten days = 100 hours</p> <p align="right"><b>TOTAL</b></p>	<p align="center">\$5,000.00</p> <p align="center">\$5,000.00</p>		<p align="center">\$5,000.00</p> <p align="center">\$5,000.00</p>
<p><b>B. CONTRACTUAL SERVICES</b></p> <p align="right"><b>TOTAL</b></p>			



## PROBLEM STATEMENT

The most effective device for preventing deaths and injuries in motor vehicle crashes remains the seat belt. When used consistently, seat belts save lives and reduce serious injuries. In May of 2001 the State of New Jersey enacted a Primary Seat Belt Law. As the result of the law, and the concerted enforcement and educational programs that accompanied it, seat belt usage in the state has steadily been on the rise. The most recent statewide survey, undertaken in June, 2003, determined the seat belt usage rate in New Jersey to be 81.2%

Convincing the final 20% of motorists to buckle up will not be an easy task. Research clearly indicates that the use of seat belts and child safety seats have a significant effect in reducing the number of deaths and severity of injuries resulting from traffic crashes. Nonetheless, many motorists still have not gotten the message.

Law enforcement agencies can have a measured effect in getting motorists to use seat belts, thus saving money and more importantly, save people from serious injuries or death. The research clearly demonstrates that the vast majority of the motoring public will conform to the seat belt law if it is enforced, coupled with their knowledge of the advantages of seat belt use.

## PROJECT DESCRIPTION

This project will provide funding to implement a targeted seat belt enforcement campaign as part of the statewide "Click It or Ticket" seat belt mobilization from May 24 - June 6, 2004. On an overtime basis, police officers will conduct special enforcement patrols issuing for all violations of Title 39 of the Motor Vehicle Code. The main focus of these patrols will be to stop and issue a summons to motorists and their front seat passengers who are not complying with the primary seat belt law. Officers will also enforce the child safety restraint law as appropriate.

Seat belt usage pre and post surveys will be conducted by the participating department, at their expense. The pre survey will take place prior to the enforcement period and the post survey will be carried out immediately following the enforcement campaign. The surveys will take place for at least one hour at controlled intersections.

Participating departments are encouraged to notify their local media of their participation in the campaign to further raise public awareness. Please provide documentation of any attempts toward this.

## OBJECTIVE

To increase seat belt usage by a measurable percentage throughout the community and state through a targeted two-week seat belt enforcement campaign from May 24 - June 6, 2004.

## PERFORMANCE INDICATORS

- a. Seatbelt pre and post surveys reflect an increase in compliance of the seat belt law.
- b. A reasonable number of seat belt summonses issued in relation to overtime hours worked.
- c. Timely submittal of Enforcement Summary and Financial Reimbursement reports.
- d. Project guidelines followed.

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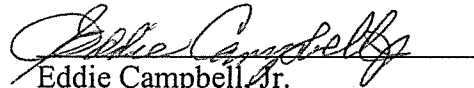
**RESOLUTION NO. 2004 - 42**

WHEREAS, an applicant before the Planning Board has received approval to develop certain property known and identified as Block 1, Lot 4, and said project requires the construction of a certain underground storm water storage facility to properly contain and direct surface water run-off; and


WHEREAS, the Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 17<sup>th</sup> day of March, 2004, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the attached agreement with **Dr. Lawrence H. Wolf, individually and on behalf of Willingboro Veterinary Clinic, P.A., 10 Sidney Lane, Willingboro, New Jersey**; and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to Dr. Lawrence H. Wolf and the Willingboro Township Planning Board for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese RMC  
Township Clerk

## RETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic of the State of New Jersey, with offices at the Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 (the "Township") and DR. LAWRENCE H. WOLF, individually and on behalf of Willingboro Veterinary Clinic, P.A., with offices at 10 Sidney Lane, Willingboro, New Jersey 08046 (the "Owner").

### RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Lot 4 of Block 1 Page 105 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on March 15, 2004 by the adoption of Resolution No. 6 -2004.
- C. Said Project requires the construction of storm water retention and conveyancing facilities to properly contain and direct surface water run-off.
- D. Owner is responsible for the proper maintenance, cleaning and repair of said storm water retention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said retention and conveyancing facilities in the event the Owner fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.
- F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties, it is hereby covenanted and agreed as follows:

1. All recitals set forth above are hereby incorporated by reference herein as if set forth herein at length.

2. Owner shall construct the storm water retention and conveyancing facilities as designated and described, to wit: (1) All plans with revisions thereof and amendments and supplements thereto, which have been submitted by the Applicant prepared by Heath Dumack, P.E. of Ralph C. Dumack, P.E. & Associates, 102 Blue Spruce Lane, Levittown, Pennsylvania 19054. The plans are dated October 14, 2003:

Drawing No.		Last Revision
1 of 6	Site Layout Plan	02/04/04
2 of 6	Grading Plan	02/04/04
3 of 6	Erosion Control Plan	02/04/04
4 of 6	Landscape/Lighting Plan	02/04/04
5 of 6	Post Development Watershed	02/04/04
6 of 6	Construction Details	02/04/04

Also, prepared by Jeffrey L. Grogan Architects of 241 Revel Hill Road, Gulph Mills, Pennsylvania 19428:

Drawing No.		Last Revision
A-1	Elevations and Floor Plan	02/02/04

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the retention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the storm water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design

specifications; (iii) construction and re-construction of all retention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the Retention basin. basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.

4. Owner hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Owner, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Owner and its successors and assigns.

5. In the event that Owner or its successors and assigns fail to properly maintain the retention and conveyancing facilities, and in the event that an inspection pursuant to Paragraph 4 discloses items of work required to be performed as to the Retention basin. and conveyancing facilities, the Township and/or the Township Engineer may serve written notice upon the Owner or its successors and assigns stating: (a) the work necessary to be done in order to correct any defect or condition in the retention conveyancing facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Owner or its successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Owner or its successors and assigns. Owner or its successors or assigns in title at the time the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions

hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Owner or its successors and assigns, as the case may be. The Township shall be entitled to file a lien against the property should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

6. In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the retention and conveyancing facilities as the Township, in its sole judgment, deems necessary in order to protect the environment and the public health, welfare and safety.

7. The covenants and agreements herein contained shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owner of the property at the time that maintenance and repairs are required and work is performed.

8. Nothing herein shall be deemed to require the Township to take action to maintain and/or repair any retention or conveyancing facilities on the property.

9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be



STATE OF NEW JERSEY )

:ss

COUNTY OF BURLINGTON )

I CERTIFY that on \_\_\_\_\_, 2004,  
\_\_\_\_\_ personally came before me and acknowledged under  
oath, to my satisfaction, that:

(a) He/She is the Township Clerk of the Township of  
Willingboro, the corporation named in this Agreement;

(b) He/She is the attesting witness to the signing of this  
Agreement by the proper corporate officer who is  
\_\_\_\_\_, the Mayor of Willingboro Township.

(c) This Agreement was signed and delivered by the Township  
as its voluntary act duly authorized by a proper resolution of its  
Township Council;

(d) He/She knows the proper seal of the Township which was  
affixed to this Agreement;

(e) He/She signed this proof to attest to the truth of these  
facts.

\_\_\_\_\_  
, Clerk

Sworn and subscribed before  
me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2004.

\_\_\_\_\_

**PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 6 - 2004**

WHEREAS, Dr. Lawrence H. Wolf on behalf of Willingboro Veterinary Clinic, P.A., of 10 Sydney Lane, Willingboro, NJ 08046, hereinafter called the "Applicant", has filed an Application for Development (Preliminary and Final Major Site Plan Approval) with the Planning Board of the Township of Willingboro which application proposes construction of a 6,355 sq. ft. one story veterinary hospital building; and

WHEREAS, the subject lot designated as Block 1, Lot 4, Page 105 is located in the B-1 Primary Business zone. It contains 77,263 sq. ft. located on the southerly side of Sidney Lane east of Charleston Road. It has frontage 365.11 ft. and depth of 350 ft; and

WHEREAS, the area is zoned B-1 Primary Business District. It is encompassed within the Redevelopment Plan dated April, 1998 adopted by Ord. 1998-04 in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, et. seq.; and

WHEREAS, the proposed uses are permitted by Ord. 20-6.6 a. include business and professional offices; and

WHEREAS, the Applicant has requested the following variances and design waivers:

- Variance to permit 17.24 ft. set-back in lieu of 25 ft set-back required by Ord. 20-8.1-4 respecting location of parking areas in relation to the street line in the B-1 zone.

- Variance to permit 44 parking spaces in lieu of 64 parking spaces (one (1) parking space for every one hundred (100) square feet of gross floor area or major fraction thereof) required by Ord. 20-8.1 b 2 (d).

- Waivers from check list items 9, 10, 13, 17 and 37 pertaining to providing location 200 feet from the site of ponds, streams, drainage ditches, watercourses, rivers, wooded areas, buildings, structures, signs, lights, paving, etc. easements, rights-of-way, roads and streets and a Traffic Analysis; and



**Willingboro Planning Board  
 Site Plan Approval Resolution  
 Willingboro Veterinary Clinic, P.A. (Continued).**

WHEREAS, the Applicant has submitted evidence that notice of said Application for Development and of the required variances and the public hearing thereon has been given pursuant to applicable statutory provisions and requirements of the Willingboro Township Zoning Ordinance; and

WHEREAS, public hearings on said Application for Development were conducted on December 8, 2003 (Informal), January 12, 2004 and February 9, 2004 in the Municipal Complex of said Township, which meetings were open to the public and at which the Applicant and all other interested parties were given an opportunity to be heard; and

WHEREAS, the Planning Board has considered:

(1) All plans with revisions thereof and amendments and supplements thereto, which have been submitted by the Applicant prepared by Heath Dumack, P.E. or Ralph C. Dumack, P.E. & Associates, 102 Blue Spruce Lane, Levittown, Pennsylvania 19054. The plans are dated October 14, 2003:

Drawing No.		Last Revision
1 of 6	Site Layout Plan	02/04/04
2 of 6	Grading Plan	02/04/04
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4 of 6	Landscape/Lighting Plan	02/04/04
5 of 6	Post Development Watershed	02/04/04
6 of 6	Construction Details	02/04/04

Also, prepared by Jeffrey L. Grogan Architects of 241 Revel Hill Road, Gulph Mills, Pennsylvania 19428:

Drawing No.		Last Revision
A-1	Elevations and Floor Plan	02/02/04

(2) Reports from its consultants, including report dated November 13, 2003 by Uri Hugo Taenzer, Esq., Planning Board Solicitor, Reports dated December 3, 2003, January 6, 2004 and February 6, 2004 by K. Wendell Bibbs, P.E., C.M.F.,

**Willingboro Planning Board  
Site Plan Approval Resolution  
Willingboro Veterinary Clinic, P.A. (Continued).**

Planning Board Engineer, F. Robert Perry, P.P., C.L.A., Willingboro Township Planner and by Michael G. Meyer, P.E., P.P., AICP OF Remington & Vernick Engineers, Inc. All of the said reports from the Planning Board's consultants were read at the meeting and are a part of the Planning Board minutes pertaining to this application.

(3) All testimony and discussions between applicant, professional consultants, and other interested parties and members of the Board relating to this application.

(4) Planning Board minutes relating to this application.

**NOW, THEREFORE BE IT RESOLVED** by the Planning Board of the Township of Willingboro that with respect to the said Application for Development (Preliminary and Final Major Site Plan Approval) it find as follows:

1. All property owners within 200 feet of the subject premises and public utilities were given timely, written notice of the Application and the scheduled hearing thereon; timely notice of said application was published in the Burlington County Times newspaper; and public hearing was held as scheduled, in accordance with the laws of the State of New Jersey and the Ordinances of the Township of Willingboro.

2. The site which the applicant proposes to develop is located in the B-1 Primary Business District and is encompassed within the Redevelopment Plan dated April, 1998 adopted by Ord. 1998-04 in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, et. seq.;

3. The variances and design waivers requested by the applicant can be granted without substantially impairing the intent and purpose of the Zoning Act.

● Variance to permit 17.24 ft. set-back in lieu of 25 ft set-back required by Ord. 20-8.1-4 respecting location of parking areas in relation to the street line in the B-1 zone. This variance is required in order to provide sufficient parking facilities, given the unusual shape of the site.

● Variance to permit 44 parking spaces in lieu of 64 parking spaces (one (1) parking space for every one hundred (100) square feet of gross floor area or major fraction thereof) required by Ord. 20-8.1 b 2 (d). Testimony has been provided to support the adequacy of the provided number of parking spaces. The Planning Board Engineer concurs that 44 spaces are acceptable for the proposed use. There shall be a review

**Willingboro Planning Board  
Site Plan Approval Resolution  
Willingboro Veterinary Clinic, P.A. (Continued).**

by the Planning Board required as a condition of any future change of use.

● Waivers from check list items 9, 10, 13, 17 and 37 pertaining to providing location 200 feet from the site of ponds, streams, drainage ditches, watercourses, rivers, wooded areas, buildings, structures, signs, lights, paving, etc. easements, rights-of-way, roads and streets and a Traffic Analysis. These waivers can be approved since offsite drainage patterns have not been significantly affected by the proposed development, with exception of Block 1, Lot 6.01 which will be addressed by condition of approval No. 5 below.

**BE IT FURTHER RESOLVED** that pursuant to the foregoing findings of fact, **PRELIMINARY AND FINAL APPROVAL** for the aforementioned Application for Development and of the variances and design and submission waivers aforesaid, be and the same is hereby granted under and subject to the following conditions:

The applicant shall revise the plans to the satisfaction of the Planning Board Engineer in accordance with its agreement to meet remaining issues raised in the Planning Board Engineer's letter report of February 6, 2004, of as follows:

**A. Performance Standards**

1. The applicant's engineer has evaluated the post-development runoff rates. However, no evaluation of pre-developed runoff has been provided. A pre-development runoff evaluation shall be provided so that post- and pre-development flows can be compared.

2. Plans have been provided which delineate drainage areas for pos-development conditions and are acceptable. Pre-development drainage areas have been provided and should be analyzed as indicated above.

3. Additional calculations shall be provided for the basin assuming the basins are malfunctioning. A spillway is provided along the southern basin. Drainage from both basis will flow through this spillway. The design calculations should assume the principal outlet (infiltration) is silted and will not allow any discharge.

4. The infiltration rate is based on percolation tests provided. Prior to release of performance bonds, post construction infiltration tests shall be provided which conform to the flows used in the design.

**B. Grading**

**Willingboro Planning Board  
Site Plan Approval Resolution  
Willingboro Veterinary Clinic, P.A. (Continued).**

5. A drainage swale is located directly behind the clinic and appears to direct flow onto Block 1, Lot 6.01. The impact on Lot 6.01 shall be analyzed based on emergency overflow calculations, to the satisfaction of the Planning Board Engineer.

**C. Utilities**

6. A 20' wide water easement is located on the property. The proposed construction does not interfere with this easement. No pipelines are indicated within the water easement. The applicant shall clarify the intent of this 20' easement and/or indicate the utilities within it to the satisfaction of the Planning Board Engineer.

**D. Landscaping and Buffers**

7. The applicant shall note on the landscape plan whether existing materials will be removed or remain. The large specimen tree along the southern property line shall be preserved and shown on the plan. In addition, several of the other large trees along the property lines shall be preserved. It appears that plant materials are being provided along the southern property line. A note shall be added to the plan stating that the plant material will be adjusted in the field in order to preserve existing plant material.

8. It appears a Douglas Fir is being installed in a striped island in the asphalt parking lot. This shall be addressed and clarified. It is recommended that Arborvitae evergreen trees be planted in this location instead of the proposed Douglas Firs in order to stop the branches of the trees from blocking the driveway to the loading area.

**E. Lighting**

9. A catalog cut has been provided. A lighting detail showing the pole, mounting height, foundation, and fixture has been provided. The detail shall be clarified in order to properly evaluate. It is currently difficult to read. Also, the lighting notes and the detail specify different mounting heights. This shall be clarified.

10. The applicant has removed the eastern entrance drive. The applicant has not provided any lighting for the building entrance on the plan. Catalog cuts have been submitted separately but shall be provided on the plan. They shall clearly show the wattage of lamp, mounting height, fixture details, location, and isolux lines on the plan view.

11. Lighting for the proposed wall mounted sign and location of the sign shall be provided on the lighting plan. The locations for wall mounted fixtures have been provided on the architectural drawings but have not been provided on the lighting plan. The plans shall be revised to show the locations and isolux lines on the lighting plan in order to properly evaluate all the site lighting as a whole.

Willingboro Planning Board  
Site Plan Approval Resolution  
Willingboro Veterinary Clinic, P.A. (Continued).

F. Signage

12. According to the ordinance, individual lettering shall not have a vertical dimension in excess of thirty (30) inches. The plans shall indicate conformance. It is understood the applicant has decided that a street sign will not be requested.

G. Additional conditions

13. All construction traffic shall be directed to proceed from and to the site by way of Sunset Road and not by way of Charleston Road. A violation of this condition may be enforced by issuance of a stop order.

14. The applicant has testified that all animal droppings in the "exercise area" will be "pooper scooped" at least daily and with such frequency that there will be no environmental impact, no stench or health hazard. The applicant, his staff and any future assignee, shall abide by this commitment and insure that there will be no odors which may be detected by neighboring residential uses emanating at any time from the site..

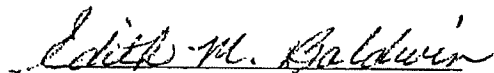
15. There shall be no outdoor incineration or disposal of carcasses and all animal storage shall be indoors.

16. In accordance with Burlington County statutes, Willingboro Township has included a recyclables Ordinance in its Master Plan. Accordingly, the Township has instituted a program for a materials identification inventory and quantity recording requirement for all commercial/industrial uses. Ms. Denise Rose, Township Manager shall be contacted regarding the appropriate procedures.

17. The applicant shall execute the standard Township of Willingboro Retention Basin Access and Maintenance Agreement.

**BE IT FURTHER RESOLVED** that any approval shall additionally be conditioned upon the further approval by and compliance with any conditions imposed by the Burlington County Planning Board, the Burlington County Soil Conservation District, the Willingboro Municipal Utilities Authority, and any other agency having jurisdiction.

The foregoing Memorializing Resolution was duly adopted by the Planning Board of the Township of Willingboro at a public meeting on March 15, 2004.

  
Planning Board Secretary

Page -6-

Willingboro Planning Board  
Site Plan Approval Resolution  
Willingboro Veterinary Clinic, P.A. (Continued).

F. Signage

12. According to the ordinance, individual lettering shall not have a vertical dimension in excess of thirty (30) inches. The plans shall indicate conformance. It is understood the applicant has decided that a street sign will not be requested.

G. Additional conditions

13. All construction traffic shall be directed to proceed from and to the site by way of Sunset Road and not by way of Charleston Road. A violation of this condition may be enforced by issuance of a stop order.

14. The applicant has testified that all animal droppings in the "exercise area" will be "pooper scooped" at least daily and with such frequency that there will be no environmental impact, no stench or health hazard. The applicant, his staff and any future assignee, shall abide by this commitment and insure that there will be no odors which may be detected by neighboring residential uses emanating at any time from the site..

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The foregoing Memorializing Resolution was duly adopted by the Planning Board of the Township of Willingboro at a public meeting on March 15, 2004.



Edith M. Baldwin, Planning Board Secretary



# TOWNSHIP OF WILLINGBORO

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

March 20, 2004

Dr. Lawrence Wolf  
Willingboro Veterinary Clinic  
10 Sydney Lane  
Willingboro, New Jersey 08046

Re: Planning Board Application  
Willingboro Veterinary Clinic  
Block 1, Lot 4

Dear Dr. Wolf:

With regard to the approval of the above application, enclosed is a copy of Resolution No. 2004-6 adopted at the Planning Board meeting of March 15<sup>th</sup> and a copy of Resolution No. 2004-42 with original and 2 copies of the agreement. It would be appreciated if you would have the attached 3 completed and returned to me as soon as possible.

Upon receipt of the signed documents, a fully executed copy of the agreement will be sent out for your file.

Thank you for your cooperation

Sincerely,

Edith M. Baldwin  
Planning Board Secretary

Encls.

**RESOLUTION NO. 2004 - 43**

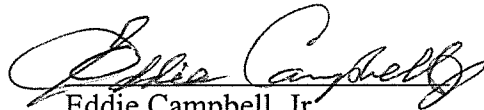
**RESOLUTION FOR DEFERRAL OF SCHOOL TAXES**

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and


WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to decrease the amount of the local school deferred taxes by \$1,251,616.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 17<sup>th</sup> day of March, 2004, that the amount of deferred local school taxes be decreased to \$10,713,434.50.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



2004

2/27/04  
I need  
figures for  
2004.  
A. Banks

**RESOLUTION NO. 2003 - 48**

**RESOLUTION FOR DEFERRAL OF SCHOOL TAXES**

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to decrease the amount of the local school deferred taxes by \$45,924.00. 1,251,616<sup>00</sup>

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 11<sup>th</sup> day of March, 2003, that the amount of deferred local school taxes be decreased to \$9,461,818.50.

10,713,434.50

\_\_\_\_\_  
Paul L. Stephenson  
Mayor

Attest:

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

RESOLUTION NO. 2004 - 44

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

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

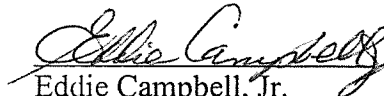
WHEREAS, it is necessary that the Township Council authorize the execution of a contract with an independent consultant, in accordance with the provisions of the Local Public contracts Law; and

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


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

1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Coordinator for a term beginning April 1, 2004 and ending March 31, 2005
2. The compensation is fixed at \$2,700.00 *(per issue)*.
3. The Consultant shall be reimbursed for the cost of film and film processing and printing. All resulting photographic, digital and print product are the property of the Township.
4. Payment shall be made within 30 days after completion of Newsletter and the submission of voucher as per the attached contract.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Deputy Township Clerk

## Certification of Availability of Funds

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

Resolution Date: 4/2/2004

Resolution Number: 2004-44

Vendor: Gail Fontaine

*9 months -  
Through 12/04  
Balance w/be in 2005*

Account Number	Amount	Department
4-01-20-100-103-132	\$24300.00	Advisory Comm

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

*Joanne M. Dign...*  
Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

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

March 26, 2004

Gail Fontaine  
150 Niagara Lane  
Willingboro, New Jersey 08046

Dear Ms. Fontaine:

Attached is a copy of Resolution No 2004-44 which reflects your professional service contract. Also attached is an original and two copies of the contract. Please sign all and return the original and one copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/saw  
Att.

## INDEPENDENT CONTRACTOR AGREEMENT

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

WHEREAS, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Newsletter Coordinator of the Township's Newsletter; and

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

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

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

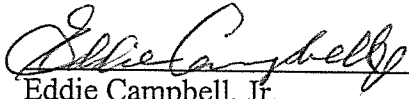
NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Gail Fontaine as follows:


- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Township Newsletter Coordinator.
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 2004 to March 31, 2005, the Independent Consultant agrees to serve as Newsletter Coordinator for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.
- III. Compensation. During the term of this Agreement, the compensation is fixed at \$2,700.00 and reimbursement shall be made for the cost of film, film processing and printing. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within thirty (30) days after completion of the Newsletter. Voucher shall be paid upon submission.

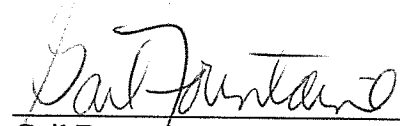
- IV. Equal Opportunity.
1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
  2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A.10:5-31 and the applicable regulations hereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- V. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.
- VI. New Jersey Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.
- VII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.
- VIII. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

**In Witness Whereof**, this Agreement has been executed on this 23<sup>rd</sup> day of March, 2004, for the purpose and the term specified herein.

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

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

  
\_\_\_\_\_  
Gail Fontaine  
Newsletter Coordinator

**RESOLUTION NO. 2004 – 45**

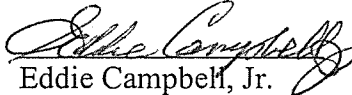
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO AUTHORIZING THE  
MAYOR TO ENTER INTO A FACILITY RENTAL AGREEMENT  
WITH THE MOSCOW STATE CIRCUS, INC.**

WHEREAS, the Moscow State Circus, Inc. has requested to rent the Gymnasium of the John F. Kennedy Center, 429 John F. Kennedy Way, Willingboro in order to hold an animal free Circus on Tuesday, March 30, 2004 with two performances to be held at 4:30 PM and 7:30 PM; and


WHEREAS, there is a necessity for an agreement to be signed and a resolution authorizing the Mayor to sign the agreement,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of March, 2004, that the Mayor is hereby authorized to sign the attached John F. Kennedy Center Facility Rental Agreement.

BE IT FURTHER RESOLVED, that copies of this resolution and agreement be provided to all the parties involved.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



MOSCOW STATE CIRCUS, INC.  
176 Sarasota Center Blvd.  
Sarasota, FL 34240

Wachovia  
ACH ID# 683107513  
68-7517631

1517

3/15/04

PAY TO THE  
ORDER OF

Township of Wellington  
one thousand

\$ 1,000.00

DOLLARS

*[Handwritten Signature]*

MEMO

TRD. Acct

⑈ 1517⑈ ⑆ 063107513⑆ 2000015780258⑈

VERIFICATION: MICR LINE AT BOTTOM OF CHECK MUST BE READ AT THE COLOR POINT AND DISAPPEAR WHEN RUBBED AND REPEAR WHEN RELEASD.

*Cheek & endorsed  
received 3/23/04 - for  
Pro date 3/23  
at Justice N 3/25/04 for*

**John F. Kennedy Center Facility Rental Agreement**

This Agreement is made and entered into on March 23, 2004 by and between the Township of Willingboro Recreation Department, John F. Kennedy Center, 429 John F. Kennedy, Way, Willingboro, New Jersey 08046, hereinafter called "Owner" and Moscow State Circus, Inc., 1747 Independence Blvd., Sarasota, Florida, 34234-2146, hereinafter called "Tenant."

**RECITALS:**

Whereas, the Owner proudly offers portions of its Center for special events; and

Whereas, the terms and conditions set forth in this Facility Rental Agreement, hereinafter, "Agreement," explains the responsibilities and constitutes the Agreement between the Owner and the Tenant;

Now therefore, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

**1. Payment**

1.1 The Tenant agrees to pay the Owner a fee for the facility rental requested for your event. The Tenant shall pay to the Owner the sum of \$1,000.00 (one thousand dollars) by not later than Rec'd March 23, 2004.

1.2 The method of payment to be provided to the Center is certified funds.

**2. Permitted Use and Access times**

2.1 The Tenant shall provide all personnel required to properly conduct the event, including security, ticket takers, set up and clean up crew. The Tenant's Show Coordinator agrees to abide by all rules and regulations of the Center. The Show Coordinator must be physically present in the building during the event and will be responsible for enforcing regulations during the event.

2.1. The Tenant shall have the use of the Center's Gymnasium to hold an animal free Circus for family entertainment on Tuesday, March 30, 2004 with 2 (two) performances to be held at 4:30 p.m. 7:30 p.m.

2.2 The Tenant shall have access to the Center at 8:00 a.m. on March 30, 2004, the day of the show for Set up. The Tenant shall be responsible for set up.

2.3 The Tenant shall supply all equipment necessary for Tenant's use at Tenant's expense, except for Existing lighting in use at the Center. Any additional

equipment deemed necessary by the Tenant shall be provided by Tenant at Tenant's expense.

2.4 The Tenant shall vacate the Center by no later than 11:59 p.m. on March 30, 2004. Tenant is responsible for ensuring that the event concludes no later than the time specified on the Agreement.

2.5 The Tenant shall be responsible for all "Tear down" and clean up immediately following its last performance. The Show coordinator must be present at the physical inspection of the facilities after the event.

### **3. Security and Safety**

3.1 The Owner, in its sole discretion, shall determine minimum security needs for the event and shall advise Tenant of that requirement before the event by a date to be agreed upon by the parties. Tenant shall provide security during the event.

3.2 All electrical cords, equipment cables, and other equipment installed by the Tenant used must be installed so as not to present a hazard for guests. Electrical cords may not be taped to the floors in prominent walkways.

3.3 Tenant agrees to assume full responsibility for any and all damages to the physical premises and property of the Center and for any and all personal injuries caused by Tenant, Tenant's employees, contractors, personnel or guests, that may occur during any such time the premises are occupied by the Tenant, Tenant's vendors, employees, contractors, personnel or guest. Tenant further agrees to indemnify Owner for any claims arising out of the event or use of the facility for the event.

3.4 To ensure safety and security of the Center, as well as to minimize liability to the Tenant, all non-rented areas except common areas necessary for entry to the Gymnasium and bathroom facilities, are off limits to the Tenant, Tenants employees, contractors, personnel or guests. Any individuals found in any off limits area may be asked to leave the premises.

### **4. Janitorial**

4.1 The Tenant shall be responsible for all clean up following the performance.

4.2 Clean up shall include common areas utilized during the event. Tenant shall be responsible for returning common areas to their original state.

4.3 Tenant agrees to maintain the facility during the event and leave the facility, equipment and furnishings in good condition.

**5. Prohibited Activities**

- 5.1 Cigarette and cigar smoking anywhere inside the Center.
- 5.2 Food and Beverages served or consumed in non-designated areas.
- 5.3 Consumption of Alcoholic Beverages on the indoor or outdoor premises of the Center, without express written permission of the Owner and required State Alcohol Beverage Control licenses.
- 5.4 Tenant agrees that this agreement does not create an agency relationship with the Owner. Tenant further agrees that it is not authorized to enter agreements on behalf of or to bind the Owner without the express written permission of the Owner.

**6. Insurance**

6.1 Tenant shall provide Owner protective Liability Insurance, as well as insure Tenant against any and all liability to third parties for damage because of bodily injury liability (or death resulting therefrom) and property damage liability of others or a combination thereof which may arise from work in the event at the Center, and any other liability for damages which it or its subcontractors may be required to insure. Tenant shall provide proof of comprehensive general liability insurance, by an Insurance company and in an amount of coverage, which in Owner's sole discretion shall be determined to be acceptable. Tenant shall name Owner as an additional insured and beneficiary. Tenant shall provide the Certificate of Insurance at least 7 days prior to the event.

**7. Compliance**

7.1 The Tenant agrees that every member of the Tenant's organization shall abide by, conform to, and comply with all the laws of the United States, State of New Jersey and Ordinances of the Township of Willingboro, together with the rules and regulations of the Police and Fire Departments of the Township of Willingboro and will not do, nor suffer to be done, anything on the said premises during the term of this agreement, in violation of any such rules, laws or ordinances in conducting this event.

7.2 The Tenant shall be responsible for obtaining any State, county or local permits and licenses necessary to conduct the event described herein.

**8. Complete Agreement**

8.1 This is the complete Agreement between Tenant and Owner. This Agreement may only be changed in writing signed by both Tenant and Owner. Any Oral representations which are not contained in this Agreement are of no effect.

8.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above. The parties who have executed this agreement hereby certify that they are the authorized agents of the parties to the agreement and are authorized to enter into agreements on behalf of the respective parties. If a corporation is the party, this Contract is signed by its corporate agent or officer, pursuant to a corporate resolution and its corporate seal is affixed.

Tenant: MOSCOW STATE CIRCUS

Owner: Eddie Campbell, Jr.

By: [Signature]

By: \_\_\_\_\_

Name: Barry Seaman

Name: Eddie Campbell, Jr.

Title: V.P. Operations

Title: Owner

Date: 3/15/04

Date: 3/23/04

Witness: \_\_\_\_\_

Witness: [Signature]



# CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

## PRODUCER

RICHARD A. BROOKS AND ASSOCIATES, LTD.  
1338 PARK AVE.  
RIVER FOREST, IL. 60305  
708 771 3553

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A UNDERWRITERS, LLOYDS OF LONDON

## INSURED

MOSCOW STATE CIRCUS, INC.  
1747 INDEPENDENCE BLVD., STE. E-8  
SARASOTA, FL 34234

COMPANY B

COMPANY C

COMPANY D

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	D2000CN0000997	10-10-03	10-10-04	GENERAL AGGREGATE \$ 2,000,000.
	PRODUCTS - COMP/OP AGG \$ 2,000,000.				
	PERSONAL & ADV INJURY \$ 2,000,000.				
	EACH OCCURRENCE \$ 2,000,000.				
	FIRE DAMAGE (Any one fire) \$ 50,000.				
	MED EXP (Any one person) \$				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY:				
	EACH ACCIDENT \$				
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	EACH OCCURRENCE \$				
	AGGREGATE \$				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS
	EACH ACCIDENT \$				
	DISEASE - POLICY LIMIT \$				
	DISEASE - EACH EMPLOYEE \$				
	OTHER SHOW DATES: 3/30/04	LOCATION:			

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL INSURED IN REGARD TO THE OPERATIONS OF THE NAMED INSURED:

TOWNSHIP OF WILLINGBORO

## CERTIFICATE HOLDER

TOWNSHIP OF WILLINGBORO  
ONE SALEM ROAD  
WILLINGBORO, NJ 08046

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**RESOLUTION 2004 - 46**

**APPOINTMENT OF DEPUTY TAX ASSESSOR**

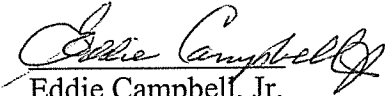
WHEREAS, it is necessary for the Township to appoint a Deputy Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a term expiring June 30, 2008; and

WHEREAS, the Township Council has determined that the appointment of Karen McMahon, C.T.A. is in the best interest of the Township of Willingboro,


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

1. Karen McMahon, C.T.A. be and hereby is appointed as Deputy Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2008 and to hold office as provided by law.
2. The hours for the Deputy Tax Assessor shall be 28 hours per week the specific hours to be Tuesday through Friday, 9 AM to 5 PM.
3. The salary for the Deputy Assessor shall be fixed by the Township.
4. Karen McMahon, C.T.A. as Deputy Assessor for the Township of Willingboro is hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to William Tantum, C.T.A., Karen McMahon, C.T.A., the Burlington County Board of Taxation, the Township Manager and the Chief Financial Officer of the Township for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

c. Nothing in this act shall affect adversely the salary or tenure rights acquired pursuant to section 7 of P.L. 1967, c. 44 (C. 54:1-35.31), or any other law, whether now or previously enacted or in effect of any secretary or other member of a board of assessors who becomes the municipal tax assessor or a deputy municipal tax assessor.  
Adopted. L. 1981, c. 393, §32.

**40A:9-146.2. References to boards of assessors or assessment; construction.** Whenever in any law, rule, regulation, order, contract, document, judicial or administrative proceeding, or otherwise, reference is made to the board of assessors or assessment of a municipality, the same shall be considered to mean and refer to the municipal tax assessor.  
Adopted. L. 1981, c. 393, §33.

**40A:9-146.3. Appointment of municipal tax assessors.** The provisions of any other law to the contrary notwithstanding, municipal tax assessors shall be appointed pursuant to the provisions of this act and their terms of office, powers and duties shall be as provided in this act.  
Adopted. L. 1981, c. 393, §30.

**40A:9-146.4. Assessors serving more than one municipality.** A municipal tax assessor may be appointed in more than one municipality; provided that the holding of additional appointments does not interfere with the proper discharge of statutory duties, nor conflict with obligations to the respective municipalities in which the assessor serves.

The compensation of a tax assessor appointed in more than one municipality shall not be reduced, nor shall any increases in compensation be denied, because of the multiple service.  
Adopted. L. 1981, c. 393, §4.

**40A:9-146.5. Prior agreements validated.** This act shall not affect any agreement entered into prior to the effective date of this act [January 6, 1982] between a municipal tax assessor and the municipality with respect to the hours during which a municipal tax assessor is required to perform the duties of his office. Any change in hours from those previously agreed to shall be subject to further agreement.  
Adopted. L. 1981, c. 393, §31.

**40A:9-147. Chapter 205 of the laws of 1968 saved from repeal.** Chapter 205 of the laws of 1968 (C. 40:46-6.2c) is saved from repeal. [The act saved from repeal by this section provides that in any municipality wherein tax assessors have been chosen from wards, the governing body, by ordinance, may provide for the appointment of a single assessor for the entire taxing district and fix his compensation for the term of office as provided by law. No such ordinance shall affect the term of any assessor in office on July 19, 1968.]  
Adopted. L. 1971, c. 200, §1.

**40A:9-148. Tax assessor; board of assessors; term of office.** Every municipal tax assessor and deputy assessor shall hold his office for a term of 4 years from the first day of July next following his appointment.  
Vacancies other than due to expiration of term shall be filled by appointment for the unexpired term.  
Adopted. L. 1971, c. 200, §1. Amended. L. 1978, c. 128, §2; L. 1981, c. 393, §2.

**40A:9-148.1. Functions of tax assessor and deputy assessor; certificates required.** A municipal tax assessor shall hold a tax assessor certificate provided for in P.L. 1967, c. 44 (C. 54:1-35.25 et seq.) and shall have the duty of assessing property for the purpose of general taxation. A deputy tax assessor shall hold a tax assessor certificate and shall act under the direct supervision of and assist the tax assessor.  
Adopted. L. 1981, c. 393, §3.

**40A:9-149. Tax assessors; appointment by governor in certain cases.** In any municipality wherein there shall be the office of tax assessor and no qualified person shall be in such office on the first day of October to perform said duties or the tax assessor holding such office shall neglect or fail to assess the taxes as required by law, the Governor shall cause notice to be given to the mayor or other chief executive officer of the governing body that within 10 days after service of said notice he will appoint an assessor. At the expiration of the 10 days, if the Governor shall be satisfied that said vacancy still exists or the tax assessments were not made, the Governor shall appoint and commission an assessor to perform all the duties of such office. Such appointee shall receive the compensation provided by law for the tax assessor.  
Adopted. L. 1971, c. 200, §1.

**40A:9-150. Chapter 211 of the laws of 1966 saved from repeal.** Chapter 211 of the laws of 1966 (C. 40:46-6.13a) is saved from repeal. [The act saved from repeal by this section provides for the granting of tenure to certain municipal tax assessors whose office or position had been abolished as a result of a change in form of government and who subsequently were reappointed to the same office.]  
Adopted. L. 1971, c. 200, §1.

**40A:9-151. Repealed.**  
Repealed. L. 1981, c. 393, §34.

**40A:9-152. Tenure of municipal treasurer.** Whenever a person has or shall have held the office of municipal treasurer for 10 consecutive years, the governing body of the municipality may grant tenure in office to such person. In the event the governing body fails to grant tenure in office to a municipal treasurer who has held that office for 10 consecutive years, a petition may be filed for a referendum vote on the question of whether the municipal treasurer shall continue to hold office during good behavior and efficiency, and shall not be removed therefrom except for just cause and then only after public hearing upon a written complaint setting forth the charge or charges against him. The petition shall be signed by at least 10% of the registered voters of the municipality and filed with the municipal clerk. Upon the filing of the petition the question shall be submitted to the voters at the next general election which shall occur not less than 60 days thereafter. The municipal clerk shall cause the question to be placed upon the official ballot to be used at the general election in the manner provided by law in substantially the following form: "Shall the municipal treasurer continue to hold office during good behavior and efficiency and not be removed therefrom except for just cause and then only after public hearing upon a written complaint setting forth the charge or charges against him?"

Immediately to the left of the question there shall be printed the words "Yes" and "No", each with a square, in either of which voter may make a cross (X), or a



**RESOLUTION NO. 2004 - 47**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO ENTERPRISE CAR SALES PURSUANT TO N.J.S.A. 39:10-19, ET SEQ., TO ENGAGE IN CAR SALES OF USED VEHICLES AT EAST RIDGE PLAZA.**

**WHEREAS**, the Enterprise Car Sales (hereinafter "Enterprise") has made application to the Township of Willingboro (hereinafter "Township") for approval of their plan to engage in a sale of its previously owned leased vehicles in cooperation with ABCO credit union at the parking lot at East Ridge Plaza, Beverly Rancocas Road, Willingboro; and

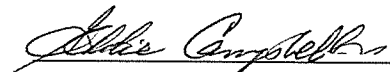
**WHEREAS**, the plan to engage in the sales at East Ridge Plaza, not more than two times per year, has been reviewed and approved by the Willingboro Township Council; and


**WHEREAS**, the in order to apply for the Motor Vehicle Dealer License, Enterprise Car Sales must provide proof of the Township's approval by providing a supplemental approval certificate for Motor Vehicle Dealer; and

**WHEREAS**, it is understood by the Township of Willingboro and Enterprise Car Sales that the approval Certificate is conditioned upon Enterprise Car Sales holding car sales not more than twice per year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of March, 2004, that the Township of Willingboro hereby consents to provide the Supplemental Approval Certificate for Motor Vehicle Dealer for not more than two sales per year, provided the sales are conducted in compliance with the Ordinances of the Township of Willingboro and the laws of the State of New Jersey governing motor vehicle sales.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Enterprise Car Sales and for their information and attention.

  
Eddie Campbell, Jr., Mayor

  
Marie Annese, RMC  
Township Clerk