

RESOLUTIONS 2004

<u>NO.</u>	<u>DATE</u>	
1	Jan. 1 st .	Providing for Temporary Budget
2	Jan. 1 st .	Providing for Appointment-Twp. Solicitor, Asist. Twp. Solicitor, Municipal Prosecutor, Sub. Prosecutor, Public Defender, Consult. Eng. Auditor, Bond Counsel
3	Jan. 1 st .	Auth. Profess. Service Contracts- M. Armstrong, K. Phillips, J. Collins, D. Kuestner, H. George, Rem. & Vernick, S. Ryan, E. McManimom
4	Jan 1 st .	Designation of Auth. Depositories, Newspaper, Meeting times
5	Jan. 1 st .	Appointments to various Twp. Boards
6	Jan. 1 st .	Designation of the Twp. Council Members to serve as Liaisons on Twp. Boards
7	Jan. 1 st .	Establishing Council meeting times, dates, and place
8	Jan 1 st .	Establishing Procedure on Filing Defense/Settlement of Tax Appeals
9	Jan. 1 st .	Commissioner Appointment to Municipal Joint Ins. Fund
10	Jan. 1 st .	Establishment of Schedule of Professional Review Fees
11	Jan. 1 st .	Adoption of Cash Management Plan
12	Jan. 1 st .	Auth. of Payment in Advance for Official Travel
13	Jan. 1 st .	Refunds-Over Payments of Taxes
14	Jan. 6 th	Filing of Annual Report of Audit for Year 2002
15	Jan. 6 th	Review of 2002 Annual Report by Twp. Council

- 16 Jan. 6th Bid Award to Trap Rock Industries, Inc. for 2002 Roadway Repairs
- 17 Jan. 6th Owning of Providence House Property by Twp. of Willingboro
- 18 Jan. 13th Exec. Session 7 & 8
- 19 Jan. 27th Authorizing Refunds for Over-Payment of Taxes
- 20 Jan. 27th Bid Award for Police Dept. Vehicle Conversion
- 21 Jan. 27th Establishment of 2003 Base Salaries of Certain Positions
- 22 Jan. 27th Emergency Temporary Appropriations for 2004
- 23 Jan. 27th Award Bid for Shared Services (Salem Rd./Sect. IV/Willingboro Public Schools)
- 24 Jan. 27th Appointment of Labor Counsel & Auth. Professional Service Contract with Zeller & Bryant.
- 25 Jan. 27th Exec. Session 7 & 8
- 26 Jan. 27th Collective Labor Negotiations. with Law Enforcement Supervisors Assoc.
- 27 Feb. 3rd. Cancelled Property Taxes
- 28 Feb. 3rd. Exec. Sessions 7 & 8
- Feb. 4th Budget Meeting- (Sr.Ctr./Providence House issue) Motions Made and Carried
- Feb. 4th MOTIONS (Budget Meeting)**
- 29 Feb. 10th Auth. Refunds for Over-payments of Taxes
- 30 Feb. 10th Exec. Sessions 7 & 8
- Feb. 10th MOTIONS (Amend. Ord. Infill)**
- 31 Feb. 24th Cooperative Pricing Agreement for Municipal Apartment/ Condominium

32	Feb. 11 th	Application Approving Transportation Enhancement
33	Feb. 24 th	Cancelled Property Taxes
34	Feb. 24 th	Establishment of Twp. Council Meeting Dates, Times/Place
35	March 2 nd	Cancelled Property Taxes
36	March 9 th	Safe & Secure Communities Program
37	March 8 th	Supporting A-1786 & S-263- Call to Constitutional Convention
38	March	Energy Aggregation Contract (Adopted by Council 3/23/04)
39	March 9 th	Refunds for Over-Payment of Taxes
40	March 9 th	Exec. Session 7 & 8
41	March 17 th	Application – Seat Belt Enforcement Grant Program
42	March 17 th	Dr. Wolf- Planning Board Application
43	March 17 th	Deferral of School Taxes
44	March 23 rd	Professional Contract-Gail Fountaine
45	March 23 rd	Rental Agreement with Moscow State Circus, Inc.
46	March 23 rd	Appointment of Deputy Tax Assessor
47	March 23 rd	Consent to Enterprise Car Sales at East Ridge Plaza
48	-----	Skipped in Error
49	April 6 th	Emergency Temporary Appropriation for 2004
50	April 6 th	Refunds for Over Payment of Taxes
51	April 6 th	Professional Services Agreement– Evans & Evans, Inc.

52	April 6 th	Creation of a Crisis Intervention Comm. w/ Municipal Alliance
53	April 6 th	Exec. Session 7 & 8
54	April 6 th	Lease Property Regarding Telecommunications Tower
55	April 6 th	Professional Services w/ Hill International, Inc.
56	April 13 th	Certain Township Equipment as Surplus
57	April 13 th	Exec. Session 7 & 8
58	April 23 rd	Exec. Session 7 & 8
59	April 27 th	Cancel Taxes
60	May 27 th	Agreement w/ Cole Bros. Circus, Inc./DBA Clyde Beatty-Cole Bros. Circus
61	April 27 th	Exec. Session 7 & 8
62	May 11 th	Mayor Authorized to Sign Agreement Between Twp/Willingboro Public School District
63	May 19 th	Professional Service w/ Dingman & James Auction Co.
64	May 4 th	Auth. Refunds for Over-Payment of Taxes
65	May 4 th	Grant Agreement for Department of Environmental Protection
66	May 4 th	Exec. Session 7 & 8
67	May 11 th	Exec. Session 7 & 8
68	May 17 th	Certifying Amount Appropriated for 2004-2005 Budget of Will'boro. School District
69	May 17 th	Amend to Approved Budget of 2004
70	May 25 th	Authorizing Refunds for Over-Payments of Taxes
71	May 25 th	Mandatory Source Separation & Recycling Act

72	May 25 th	Exec. Session 7 & 8
73	June 1 st .	Foster Military/High Twelve Club Lic. Renewal
74	June 1 st .	Awarding Bid for Resale & Rental Housing Occupancy .Inspection
75	(Date)	Opposing Assembly 2073 & Senate 1558
76	June 1 st .	Exec. Session 7 & 8
77	June 1 st .	Public Works Supervisions/Labor Negotiations
78	June 1 st .	Prof. Serv. w/ Croxton – Strategic Plan Devel. of JFK/Municipal Complex
79	June 9 th	Sacred Heart Council #5337, K of C, Club Lic. Renewal
80	June 9 th	Establishment of Cooperative Pricing System (Solid Waste Collection)
81	June 9 th	Exec. Session 7 & 8
82	June 22 nd .	Refunds for Over-Payment of Taxes
83	June 22 nd .	Exec. Session 7 & 8
84	July 6 th	Retention Basin Access (Church of Good Shepherd)
85	July 6 th	Playground Construction Bid (Whirl Construction)
86	July 6 th	Change Order for F & H Builders, Inc. (for Town Center)
87	July 6 th	Rejecting Bids for Historic Riverfront Solid Waste Services Prog.
88	July 6 th	Lourdes MRI Trailer Inspection
89	July 6 th	Application for 2004 ROID Grant (Expanding Horizons)
90	July 6 th	Exec. Session 7 & 8

91	July 10 th	Rejecting Bid for Construction of Comm. Monopole
92	July 10 th	Exec. Session 7 & 8
93	July 10 th	Eagle Construction-Pending Litigation Settlement
94	July 10 th	Change Order for Eagle Construction/Town Center
	July 27 th	Motion (Rose Street Property)
95	July 27 th	Extending Date for 2004 3 rd . Quarter Taxes
96	July 27 th	Cancel Taxes
97	July 27 th	Change Order for 2002 Roadway Repairs
98	July 27 th	Authorizing Application for State Aid from NJDOT
99	July 27 th	Auth. Release of Performance Guarantee for Tim's Auto Service Garage-Levitt & VanSciver Pkwy.
100	July 27 th	Cancel Taxes
101	July 27 th	Exec. Session 7 & 8
102	July 27 th	Prof. Service Contract-Zeller & Bryant/Zoning Board Attorney/Police Disciplinary Affairs Counsel/Tax Attorney
103	July 27 th	Prof. Services Contract Harry F. Renwick & Associates
104	Aug. 3 rd .	Auth. Return of Performance Bond-Commerce Bank
105	Aug. 24 th	Return of Perform. Bond to Trap Rock
106	Aug. 3 rd .	Exec. Session 7 & 8
107	Aug. 13 th	Exec. Session 7 & 8
108	Aug. 24 th	Approval of Insertion Item (State of NJ SFY04) Reimbursement
109	Aug. 24 th	Cancel Taxes
110		HELD

111	NOT USED	
112	Aug. 24 th	Profess. Serv. With Remington & Vernick (Kennedy Center Renovations)
113	Aug. 24 th	Profess. Serv. With Remington & Vernick (Municipal Building Renovations)
114	Aug. 24 th	Participation w/Burl. Co. Shared Services Forum
115	Aug. 24 th	LOSAP Deferred Compensation Plan
116	Aug. 24 th	State Plan/Cross-Acceptance Process
117	Sept. 7 th	Exec. Session 7 & 8
118	Sept. 7 th	Cancel Taxes
119	Sept. 7 th	Over-Payment of Taxes
120	Sept. 7 th	Gov. McGreevey-Military Financial Aid Program
121	Sept. 7 th	NJ Soc. Of Municipal Engineers-75 th Anniv.
122	Sept. 7 th	Bid Award for Police Dept. Vehicles
123	Sept. 14 th	Accepting Audit Report w/ Orginial Group Affidavit
124	Sept. 14 th	2003 Audit/Corrective Action Plan
125	Sept. 14 th	Auth. Funding of MACCS w/AVR Resource Group, Inc.
126	HELD	} See Res 2005-#29
127	HELD	
128	Sept. 14 th	SFY05 Statewide Local Domestic Preparedness Grant
129	Sept. 14 th	Auth. Shared Services w/Burl. Co. Freeholders
130	Sept. 14 th	Exec. Session 7 & 8
131	Sept. 28 th	Bid Award Lawn, Landscaping/Light Hauling/ Re-Roofing/ Carpentry

132	Sept. 28 th	Bid Award for Police Dept. Uniforms
133	Sept. 28 th	Rejecting Bid for JFK Ctr. Parking Lot
134	Sept. 28 th	Bid Award for Charleston Rd./Barnwell Dr.
135	Sept. 28 th	Allowing ADP Access to Bank Account
136	Sept. 28 th	Cancel Taxes
137	Sept. 28 th	Cancel Taxes
138	Sept. 28 th	Agreement W/Bd. Of Freeholders for Nutrition & Rec. Ctr.
139	Sept. 28 th	Exec. Session 7 & 8
140	Oct. 5 th	Refunds for Over-payment of Taxes
141	Oct. 5 th	Exec. Sessions 7 & 8
142	Oct. 12 th	HELD (BCAP) –Adopted 12/7/04
143	Oct. 12 th	Renewing of Shared Services Agreed. W/Burl. Co. Freeholders
144	Oct. 12 th	Urban ReNEWal—Involving the Redevelopment Area
145	Oct. 12 th	Exec. Session 7 & 8
146	Oct. 12 th	Application for Seat Belt Enforcement Grant Program
147	Oct. 18 th	Exec. Session 7 & 8
147A	Oct. 26 th	Exec. Session 7 & 8
148	Nov. 1 st .	Exec. Session 7 & 8
149	Nov. 3 rd .	Appointment of Councilperson replacement (Jacqueline Jennings)
150	Nov. 3 rd .	Auth. Refunds for Overpayment of Taxes
151	Nov. 3 rd .	Bid Award for Ambulance Remount Package

152	Nov. 3 rd .	Bid Award for Solid Waste Collection w/Joint Services
153	Nov. 3 rd .	Construction of Veterans Monument
154	Nov. 3 rd .	Exec. Session 7 & 8
155	Nov. 3 rd .	Bid Award for Leaf Hauling/Disposal
156	Dec. 7 th	Overpayment of Taxes
156A	Nov. 23 rd .	Exec. Session
157	Dec. 7 th	Cancel Taxes
158	Dec. 21 st	Contract w/Garden State Fireworks,Inc.(w/conditions)
159	Dec. 7 th	Cooperative Pricing Agreement
160	Dec. 7 th	Exec. Session
161	Dec. 14 th	Appl. For Comm. Devel. Block Grant
162	Dec. 14 th	Budget Appropriation
163	Dec. 14 th	Service Agreement w/Freeholder for Snow, etc.
164	Dec. 14 th	Appt of Deputy Twp. Clerk
165	Dec. 14 th	Refunds for Overpayment of Taxes
166	Dec. 14 th	Prof. Serv. w/Paulett Brown Esq.
167	Dec. 14 th	Exec. Session
168	Dec. 21 st .	Mayor/Clerk to Sign Agreement w/AFSCME
169	Dec. 21 st .	Mayor/Clerk to Sign Contract w/FOP #38
170	Dec. 14 th	Appl. Dept. of Comm. Affairs of Fire Safety
171	HELD	Ex Salaries – Held 12/21/04
172	Dec. 21 st .	Exec. Session
173	Dec. 21 st .	4 th Amend. w/Renewal

RESOLUTION NO. 2004 - 49

**A RESOLUTION FOR THE TOWNSHIP COUNCIL
PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2004**

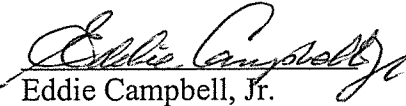
WHEREAS, Willingboro Township Council, on the 1st day of January, 2004 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefore, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and


WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2004;

WHEREAS, the adoption of the 2004 budget may be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of April, 2004, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made for the full amount of the 2004 Budget as introduced on April 6, 2004.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO.

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2002.4

WHEREAS, Willingboro Township Council, on the 1st day of January, 2002 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2002.4 at meeting

WHEREAS, the adoption of the 2002 budget will be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this day of with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made for the full amount of the 2002 Budget as introduced on March 12, 2002.4

RESOLUTION NO. 2004 – 50


A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to Overpayments and 100% Exempt; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of April, 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

BRENDA PHILLIPS 31 TOPEKA PASS WILLINGBORO, N.J. 08046 BLOCK 1121 LOT 8 31 TOPEKA PASS OVERPAYMENT TAXES	1038.06
WELLS FARGO REAL ESTATE FINANCIAL SUPPORT UNIT – REGION 1 1 HOME CAMPUS MAC X2502-011 DES MOINES, IA. 50328 BLOCK 609 LOT 42 31 HASKELL LANE BLOCK 1113 LOT 33 29 TWILIGHT LANE OVERPAYMENT TAXES	48.28 25.99
NETCO 2 EXECUTIVE CAMPUS STE. 105 CHERRY HILL, N.J. 08002 BLOCK 223 LOT 5 18 BENDIX LANE OVERPAYMENT TAXES	934.61
SUSAN A. ROSEBORO 2400 N.E. 10 TH ST. APT. 506 POMPANO BEACH, FL. 33062 BLOCK 901 LOT 37 20 RIDGE VIEW PLACE OVERPAYMENT TAXES	716.38
WEICHERT TITLE AGENCY 1909 RT. 70 EAST CHERRY HILL, N.J. 08003 BLOCK 836 LOT 29 96 EMBER LANE OVERPAYMENT TAXES	961.03
ARTHUR FELIX 14 SOMERSET DRIVE BLOCK 123 LOT 19 14 SOMERSET DR. OVERPAYMENT TAXES	241.89

LENDERS EDGE TITLE AGENCY 3 GREEN CENTRE SUITE 202 MARLTON, N.J. 08053 BLOCK 814 LOT 41 64 EXTON LANE OVERPAYMENT TAXES	937.78
ONE CALL LENDERS 521 PLYMOUTH RD. SUITE 120 PLYMOUTH MEETING, PA 19462 BLOCK 706 LOT 22 17 GALTON LANE OVERPAYMENT TAXES	922.97
NEARN, LAWRENCE & BARBARA 94 EARNSHAW LANE BLOCK 822 LOT 23 94 EARNSHAW LANE 100% EXEMPT	282.43

RESOLUTION NO. 2004 – 51


**A RESOLUTION AWARDDING A PROFESSIONAL SERVICE
AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND
EVANS AND EVANS, INC.**

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


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

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 6th day of April, 2004, will enter into the attached agreement with EVANS & EVANS, INC. according to the terms and scope outlined in the attached agreements; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

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

SCOPE OF SERVICES

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

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

TERMS OF AGREEMENT

This agreement shall be for one (1) year commencing January 1, 2004 and terminating on December 31, 2004. This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

COMPENSATION

During the term of this agreement the Township shall appropriate \$9,500.00 (an increase of \$1,000.00 over the previous \$8,500.00) to cover the cost of Evans & Evans, Inc. services to Township departments and employees.

Compensation to Evans & Evans, Inc. shall be paid once a month in the sum of seven hundred and ninety one dollars and sixty seven cents (\$791.67) to cover a period of twelve (12) months and totaling nine thousand, five hundred dollars (\$9,500.00) for the year 2004.

SPECIAL PROVISIONS (NOT COVERED)

The Township will not pay for the following:

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

No additional costs to the Township shall be incurred which will result in exceeding the nine thousand, five hundred dollars (\$9,500.00) appropriated.

OWNERSHIP OF RECORDS

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

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

INSURANCE

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

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

INSURANCE cont'd.

2. Errors and Omissions.

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

INDEMNIFICATION AND HOLD HARMLESS

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

ENTIRE AGREEMENT

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

NOTICES

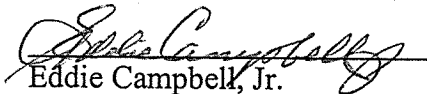
Notices of this agreement shall be sent to:


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

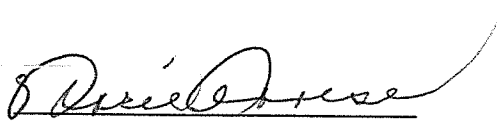
Township of Willingboro
Township Manager
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

SIGNATURES

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


Eddie Campbell, Jr.
Mayor


Denise Rose
Township Manager


Marie Annese, RMC
Township Clerk



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

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10.5-31 et. seq.)
(N.J.A.C. 17:27)
GOODS, SERVICES AND PROFESSIONAL CONTRACTS

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

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

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

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

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

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

with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27- 5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

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

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

SCOPE OF SERVICES

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

1. Evans & Evans, Inc. specifically Theodore E. Evans, President will provide self-referred and Township referred counseling and departmental staff development and training services for Township employees.
2. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
3. The specified hours of the availability of the employee for counseling may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. A total of five (5) hours of personal leave shall be allowed for counseling without charge to the employee's time.
4. Nothing in this agreement shall bar Evans & Evans, Inc. from providing additional employee and/or departmental services on a private fee-paid basis, provided that those services extend beyond five (5) hours.
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The Township will not pay for the following:

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

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

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

INSURANCE cont'd.

2. Errors and Omissions.

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

INDEMNIFICATION AND HOLD HARMLESS

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

ENTIRE AGREEMENT

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

NOTICES


Notices of this agreement shall be sent to:


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


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

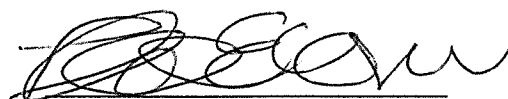
SIGNATURES

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


Eddie Campbell, Jr.
Mayor


Denise Rose
Township Manager


Marie Anese, RMC
Township Clerk


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

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2004-52

A RESOLUTION AUTHORIZING THE CREATION OF A CRISIS INTERVENTION COMMITTEE WITH THE WILLINGBORO MUNICIPAL ALLIANCE.

WHEREAS, the Willingboro Township Council and the Willingboro Municipal Alliance supports and encourages alternatives to violence, Alcohol, Tobacco and substance abuse; and

WHEREAS, the Willingboro Municipal Alliance and the Willingboro Township Council recognize that alcohol and substance abuse create short and long term crises for citizens of all ages and families in the community and;

WHEREAS, the Willingboro Municipal Alliance and the Township Council are concerned about violence and hostility in the community and schools and;

WHEREAS, the Township Council and the Willingboro Municipal Alliance seek to resolve drug and alcohol related violence and other crises before it becomes a danger to the community and the individual citizen;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, on this 6th day of April, 2004, that the Township Council hereby authorizes the creation of a Crisis Intervention committee, that will be jointly appointed, coordinated and sponsored by the Willingboro Township Council and the Willingboro Municipal Alliance; and

BE IT FURTHER RESOLVED, that the Crisis Intervention Committee is hereby authorized to provide prevention, crisis intervention and aftercare services to address the needs of the community, in accordance with current law and accepted practice.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to the Willingboro Municipal Alliance for their information and attention.



Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr., Mayor



Willingboro Municipal Alliance Resolution

Checked
Page 2 of 2
3/27/04

The Willingboro Municipal Alliance Resolution on Violence, Conflict
Resolution, Alcohol, Tobacco and other Drugs

Developed by Committee on Crisis Management December 1, 2003

Resolution to support and Encourage Alternative to Alcohol, Tobacco, and other Drugs

Recommended: That the Township Council adopt the following Resolution supporting and encouraging alternatives to violence, and conflict Resolution, Alcohol, Tobacco, and other Drugs within the Willingboro Community.

IN AS MUCH AS the Willingboro New Jersey area has grown and changed in character since the establishment of the Municipal Alliance, and

IN AS MUCH AS this growth and change has been the root causes of short term and long term crisis in our community having an impact on many individuals and families.

IN AS MUCH AS The Willingboro Municipal Alliance is concerned with problems related to violence in the Community and other drug related incidences, and

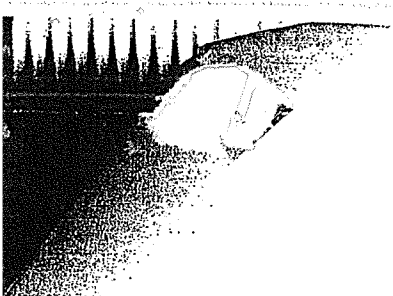
IN AS MUCH AS these substances often result in abuse to our citizens causing crisis in extremes numbers, and terrorizing the lives of our neighbors from little children, teen, to older adults. There continues to be concern about violence and hostile climate in the community and schools.

IN AS MUCH AS these concerns may mount to dangerous situations the Municipal Alliance is calling for action that can not be delayed and

THEREFORE intervention may be that the Municipal Alliance develop a prevention, intervention and aftercare Program that will address the needs of the community.

BE IT RESOLVED that a Crisis Intervention committee is organized by the Willingboro Municipal Alliance in coordination and joint sponsorship with the Township Council of Willingboro to reconcile this need. Crisis Intervention consistence with and implementing current laws and accountable social practices.

Subsequent to this resolution—the Municipal Alliance will develop a background paper and make recommendation on the member's role in the development and maintenance of an emotionally supportive crisis Center climate.



Some present day areas of crisis in our community which may present a need for immediate attention

- ◆ Drugs, Alcohol, and tobacco
- ◆ Street Violence-Guns
- ◆ Domestic-Family
- ◆ Employment Discrimination
- ◆ Sexual orientation
- ◆ Gambling
- ◆ Bullying
- ◆ Conflict Resolution

Suggestion:

Location: Kennedy Center

Personnel/Staff: Municipal Alliance/Willingboro Township, Volunteers

Office and Center: Adult Director, youth assistance, volunteers

Crisis Committee –person using discretion and Municipal Alliance and township

Edwin Ellis, President, Municipal Alliance

RESOLUTION NO. 2004 - 53
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

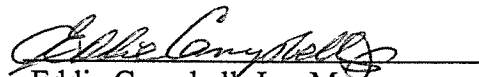
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

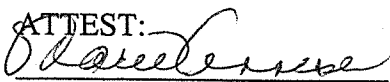
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/6, 2004, that an Executive Session closed to the public shall be held on 4/6, 2004, at 8:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

WILLINGBORO TOWNSHIP

RESOLUTION NO.: 2004 – 54

WHEREAS, N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-24 afford a municipality the opportunity to lease real property owned by it not needed for public use under terms and conditions as provided therein; and

WHEREAS, the Township of Willingboro (hereinafter the “Township”) owns lands and premises known as JFK Way and Beverly Rancocas Road, Willingboro, New Jersey, also known as Block 27.01, Lot 1 as shown on the Tax Map of the Township; and

WHEREAS, the Township is interested in offering a portion of that real property for lease to the highest bidder to allow for the construction and maintenance of a new one hundred twenty (120) feet wireless telecommunications tower or monopole, related support facilities and electronic community bulletin board as well as co-location available for up to four additional bidders; and

WHEREAS, the Township has determined that said portion of the property which will be utilized for the telecommunications tower and support facilities is not needed for public use and that the lease thereof on the terms and conditions as more particularly set forth herein is advantageous and beneficial to the Township.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, in the County of Burlington and State of New Jersey, as follows:

1. A portion of the property located at the vacant corner lot of JFK Way and Beverly-Rancocas Road, Willingboro, New Jersey, also known as Block 27.01, Lot 1, is hereby offered for lease to the highest bidder and co-location available for up to four additional bidders

in accordance with N.J.S.A. 40A:12-14 and 24 and the conditions contained in the Specifications as advertised.

2. The portion of the property to be utilized for said lease is not needed for exclusive public use.

3. Said lease and co-location rights shall include the right to construct and maintain a new one hundred twenty (120) foot wireless telecommunications tower and related support facilities located within Block 27.01, Lot 1, all as further described in and subject to the terms and conditions of the Bid Specifications, Lease Agreement and Co-Location Agreement, which will be on file at the Office of the Township Clerk for public inspection.

4. The Lease Agreement shall be awarded to the highest bidder and the Co-Location Agreements shall be awarded to the remaining bidders in descending order in accordance with the provisions of N.J.S.A. 40A:12-14 and 40A:12-24, with reservation of the right to reject any and all bids remaining in the sole discretion of the Township.


5. Rent will be payable by the Lessee and all Co-Locators in equal monthly installments, payable in advance. Bids proposing payment of monthly rent at the commencement of the Lease Agreement or Co-Location Agreement at a rate of less than Two Thousand Dollars (\$2,000.00) per month will not be considered.

6. The term of the Lease Agreement and Co-Location Agreements shall be for five (5) years, with four (4) renewal term options of five (5) years each. Rent and any other fixed payments due the Township under the Lease Agreement will commence no later than sixty (60) days after issuance of the building permit, and rent due the Township under the Co-Location Agreements will commence upon the date each Co-Locator's equipment is installed, with partial months prorated.

7. Any and all municipal officials are hereby authorized and directed to take whatever action may be necessary in order to implement the terms of this Resolution.

This Resolution shall take effect immediately.

Adopted: April 6, 2004

By: 
MARIE ANNESE, RMC, TOWNSHIP CLERK


EDDIE CAMPBELL, JR., MAYOR

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

TELEFAX COVER SHEET

TO: Steve Marshall, Esq.
COMPANY: _____

DATE: 4/7/04

TO FAX NO. 951-9693

FROM: Marie Annese EXT. 6202 PAGES 4

SUBJECT: Res 2004-54 Re Cert twel

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

 * P. 01 *
 * TRANSACTION REPORT *
 * APR-07-2004 WED 11:05 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * APR-07 11:04 AM 9519693 42" 4 SEND OK 576 *
 * TOTAL : 42S PAGES: 4 *

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

TELEFAX COVER SHEET

TO: Steve Marshall, Esq.
 COMPANY: _____
 DATE: 4/7/04
 TO FAX NO. 951-9693
 FROM: Marie Annese EXT. 6202 PAGES 4

RESOLUTION NO. 2004- 55

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT
WITH HILL INTERNATIONAL, INC.**

WHEREAS, the Township of Willingboro is a named defendant in the matter of Eagle Construction Services, Inc. v. Township of Willingboro, et al., Docket No. BUR-L-2029-03 and;

WHEREAS, it is in the best interest of the Township to obtain and utilize the services of a construction expert for testimony in the defense of the Township in that matter and;

WHEREAS, the Township of Willingboro has solicited and reviewed the curriculum vitae of several construction experts to provide said services, and has designated an appropriate construction expert for the provision of said services; and

WHEREAS, for the purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that the services to be rendered are such professional services as fall within Section 6 of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements or public bidding under N.J.S.A. 40A:11-5(1)(a), and that the appointee Hill International, Inc., is qualified to provide such services; and


WHEREAS, the appointee shall be compensated in accordance with the terms of a written agreement; and

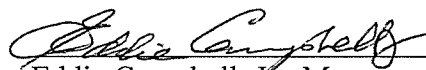
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 6th day of April 2004, hereby appoints Hill International, Inc., as its construction expert for a term not to exceed one year, effective, April 6, 2004 and for a total cost not to exceed the sum of \$10,000.00.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Hill International, Inc., and that certified copies of this Resolution shall be provided to Hill International, Inc. for its information and attention.

Attest:


Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr., Mayor

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: 04/07/04
Resolution Number: 2004-55

Vendor: HILL HILL INTERNATIONAL

Contract: 04-00005 HILL INT'L-CONSTRUCTION EXPERT

Account Number	Amount	Department
4-01-20-155-000-131	10,000.00	TOWNSHIP ATTORNEY (LEGAL DEPT)
Total	10,000.00	

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



Chief Financial Officer

RESOLUTION NO. 2004 – 56


**A RESOLUTION DECLARING CERTAIN TOWNSHIP
EQUIPMENT AS SURPLUS**

WHEREAS, Willingboro Township Council has found certain Township Equipment as unusable and/or too costly to repair; and

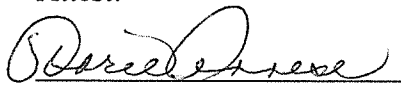
WHEREAS, Township Council, must by resolution declare this equipment to be surplus;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of April, 2004, that the unusable equipment, as per the attached list, be declared surplus.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director and the Township Manager for their information.


Eddie Campbell Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Equipment/Furniture Deemed to be Surplus

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I,*)	DEPARTMENT
SHREDDER	CUMMINS-ALLISON	185-9003-00	106	1695	UNKNOWN	I	RECORDS
FAX	CUMMINS-ALLISON	185-9003-00	61100431	1079	UNKNOWN	I	RECORDS
MONITOR	VISION GRAPHIC	JD144M	1811022689		UNKNOWN	I	POLICE
MONITOR	KEHTRON	DDC1/2B	CJ82492004		UNKNOWN	I	POLICE
MONITOR	LIIKON MONITOR	L703ILD	89MLC0000360		UNKNOWN	I	POLICE
COMPUTER MONITOR	TECO INFO SYS	RELISIP RE 451A	T380272216		UNKNOWN	I	POLICE
COMPUTER MONITOR	DIGIVIEW	HR 1510	3DA489B1300260		UNKNOWN	I	POLICE
CASH REGISTER	OMRON	RS40			UNKNOWN	G	FINANCE
PRINTER	CITOH	C1800Q	25		UNKNOWN	G	FINANCE
DESKTOP COMPUTER	KEHTRON		1421		1995	I	POLICE
PORTABLE AIR COND.	N/A	N/A	N/A		UNKNOWN	I	POLICE
PORTABLE AIR COND.	HAMPTON BAY	HBQ080-A	EL356417 1449		UNKNOWN	I	POLICE
CR BOX	SILENT PARTNER				UNKNOWN	I	POLICE
COMPUTER MOUNTING	XL COMPUTING	PCM-DKG-LS	71000030		UNKNOWN	I	POLICE
COMPUTER MOUNTING	XL COMPUTING	PCM-DKG-LS	80310255				POLICE
RADIO BATTERY CHARGER	MOTOROLA	N/A	N/A			I	POLICE
RADIO BATTERY CHARGER	N/A	N/A				I	POLICE
EXECUTIVE DESK			1207		UNKNOWN	G	FIRE
COMPUTER DESK					UNKNOWN	G	FIRE
LONG TABLE						F	FIRE
SMALL BOOK SHELF						F	FIRE
LITER FILE HOLDER						F	FIRE
COMPUTER MODEM	DELL	REF 98013	GIMB5		1998	I	FIRE
COMPUTER	DELL	DIO 28L	100 240V 60 50HZ		1999	I	HUMAN SVCS
ANON	PRINTER	0297SZ4	NP1010		1998	I	HUMAN SVCS
COMPUTER BACKUP UNIT	AMERICAN POWER C	250	BP3030060 362		UNKNOWN	I	HUMAN SVCS
PRINTER	MEMOREX	1330	17052252			I	POLICE
PRINTER	MEMOREX	1330	1531008010			I	POLICE
CANNER	HEWLETT PACKARD	208				I	POLICE
FAX	PANASONIC	UF750				I	POLICE
TYPEWRITER	IBM		364			I	POLICE
TYPEWRITER	CANNON		32010740			I	POLICE
TYPEWRITER	CANNON	AP350	A52019431			I	POLICE
TYPEWRITER	CANNON	U186	T22 105454			I	POLICE
MODEM	DELL	DCM	CY4VG			P	POLICE
MODEM	KEHTON		099968D00379			I	POLICE
MODEM	ECS	PPS 230				I	POLICE
MODEM			159758D00560	543		I	POLICE
MODEM			159758D00562			I	POLICE
MODEM	JUDGE			59		I	POLICE
MODEM	LANTECH			66		I	POLICE

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

TOWNSHIP OF WILLINGBORO
Equipment/Furniture Deemed to be Surplus

ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	TOWNSHIP INVENTORY #	YEAR PURCHASED	CONDITION (E,G,F,P,I *)	DEPARTMENT
MODEM	KEHTRON	48XMAX		1433		I	POLICE
MODEM	ECS			1438		I	POLICE
MODEM	JUDGE	486DX2-66		8366		I	POLICE
MODEM	JUDGE	486DX2-66		8347		I	POLICE
MONITOR	DIGIVIEW	HR 1510	3DA489B1300408			I	POLICE
MONITOR	TECH MEDIA	TCM214C	J410854081			I	POLICE
MONITOR	TECH MEDIA	TCM214C	J411856286			I	POLICE
MONITOR	TECH MEDIA	TCM1500N	K60508079			I	POLICE
MONITOR	TECH MEDIA	TCM1448G	J60855104			I	POLICE
MONITOR	TECH MEDIA	TCC-1448G	J60850201			I	POLICE
MONITOR	DELL	D825TM	8239808			P	POLICE
MONITOR	MULTI SYNC	JC1403HMA	31N39341C			I	POLICE
MONITOR	DELL	D825TM	8039796			P	POLICE
MONITOR	KEHTRON	AC - 770E	7E934019513			I	POLICE
MONITOR	KEHTRON	CK 4148	C968D500114			I	POLICE
MONITOR	DELL	D825TM	8039805			P	POLICE
MONITOR	DELL	D825TM	8041933			P	POLICE
MONITOR	KEHTRON	AC-770	7D904023104			I	POLICE

RESOLUTION NO. 2004 - 57
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

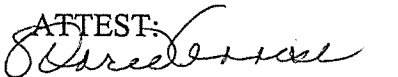
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/13, 2004, that an Executive Session closed to the public shall be held on 4/13, 2004, at 7:20 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 - 58
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

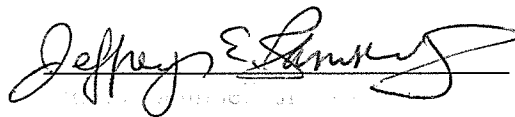
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/23, 2004, that an Executive Session closed to the public shall be held on 4/23, 2004, at 6:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 59

A 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	323 / 31	Nathan, C.	\$153.93
2003	323 / 31	Nathan, C.	\$165.77

WHEREAS, added assessments were placed on the above property in error; and


WHEREAS, N.J.S.A. 54:4-99 & 100 allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of April, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A.54:4-99 & 100.

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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	323/31	Nathan, C	153.93
2003	323/31	Nathan, C	165.77

AND WHEREAS, Added assessments were placed on the above properties in error.

AND WHEREAS, 54:4-99 and 100-allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this _____ day of _____, 2003 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-99 and 100.

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

See memo attached

MEMO

TO: Anna Leale, Tax Collector

FROM: William R. Tantom, Assessor

DATE: April 8, 2004

RE: Removal of 2003 Added Assessment / 2002 Omitted
Added Assessment from Block: 323 Lot: 31

Due to a clerical error, an added assessment was placed erroneously on Block: 323 Lot: 31 . Please remove the 2003 Added Assessment/ 2002 Omitted Added Assessment from Block: 323 Lot: 31.

The added assessment will be put on the correct block and lot this year.

RESOLUTION NO. 2004 – 60

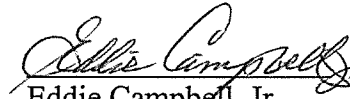
**A RESOLUTION OF THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE
MAYOR TO SIGN AN AGREEMENT WITH COLE BROS. CIRCUS,
INC. /DBA CLYDE BEATTY-COLE BROS. CIRCUS**

WHEREAS, the Cole Bros. Circus, Inc. has been contracted to provide, at no cost to the Township, exhibitions of afternoon and evening performances of its program of circus acts in the vicinity of Willingboro, New Jersey for a period of four days, commencing on Tuesday, June 1, 2004 and terminating on Friday, June 4, 2004; 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 27th day of May, 2004, that the Mayor is hereby authorized to sign the attached agreement/contract.

BE IT FURTHER RESOLVED, that copies of this resolution and agreement/contract be provided to all the parties involved.


Eddie Campbell, Jr.
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Amendment to Contract

1. The Insurance Certificate shall name The Township of Willingboro as insured and shall be mailed to the Township of Willingboro, Willingboro Township Municipal Complex, One Salem Road, Willingboro NJ 08046.

The Certificate of Insurance shall be provided to the Township of Willingboro (Sponsor) by no later than May 15, 2004.

2. The Circus agrees to the Sponsor's inspection of the Circus area on the morning after the engagement to ensure that the area is left clean and free from debris and to see that the repairs to asphalt, if any are required, are complete. Circus will undertake any repairs or cleaning required, upon inspection, to return the area to substantially the same condition which existed prior to the Circus use.

For Cole Bros. Circus, Inc., /DBA/
Clyde Beatty-Cole Bros. Circus
Agreed and Accepted by:

Janice Storey 4-22-04
Signature Date

Janice Storey, Vice Pres. Admin.
(Print Name and Title)

For Township of Willingboro
Agreed and Accepted by:

Eddie Campbell 5/25/04
Signature Date

Eddie Campbell, Jr Mayor
(Print Name and Title)

CB 56 Sponsor Agreement 1/04

COLE BROS. CIRCUS, INC.
 P.O. BOX 127
 DELAND, FLORIDA 32721
 (386) 736-0071

MEMORANDUM OF AGREEMENT made and entered into this 11 day of MARCH, 2004, by and between COLE BROS. CIRCUS, INC., its successors and assigns, presenting the COLE BROS. CIRCUS, hereinafter called CIRCUS, and TWO OF WILLINGBORO, hereinafter called SPONSOR.

WITNESSETH:

- 1) CIRCUS shall provide at no cost to SPONSOR:
- a) Exhibitions of afternoon and evening performances of its program of circus acts in the vicinity of WILLINGBORO, NJ for a period of 4 days, commencing on THE SUNDAY, 2004 and terminating FRI JUNE 4, 2004. It is understood and agreed that CIRCUS shall have the exclusive control of its performances and of the placement and erection of its tents and equipment within the area designated as "circus area" or "circus site";
 - b) Usual and customary circus acts and performers, animals, tents, seating equipment, rigging, working force, and other paraphernalia (NOTE: There are no mechanical rides or games of chance operated by the CIRCUS);
 - c) Diesel powered plants for generating electricity for CIRCUS needs;
 - d) Labor force for keeping the "circus area" clean and free from debris during the engagement;
 - e) If the Circus is located on asphalt, arrangements for the prompt repair and restoration of the asphalt surface in the "circus area" to substantially the same condition in which it existed prior to CIRCUS use (NOTE: Repairs to be completed on the morning after the engagement, weather permitting);
 - f) Insurance Certificate of comprehensive general products and bodily injury and property damage liability, providing coverage limit of FIVE MILLION DOLLARS (\$5,000,000.00) and naming the following as Insured there: _____ The Certificate will be issued and mailed to: _____;
 - g) Its customary advertising services as judged advisable by CIRCUS;
 - h) Advance Sale Admission and Reserved Seat and VIP Circus tickets;
 - i) A professionally trained Circus Marketing Director, prior to the engagement, to coordinate and direct all activities related to the CIRCUS engagement, all advertising and promotional needs and to work effectively with the SPONSOR for the engagement.
 - j) CIRCUS will conduct a special morning performance on June 2nd or 3rd in lieu of a matinee for that day. This performance will also be open to the general public.

CB 56 Sponsor Agreement 1/04

SPONSOR will receive thirty percent (30%) of all advance sales for this performance and sponsor's applicable percentage of box office sales pursuant to paragraph 11.

- 2) SPONSOR shall provide at no cost to CIRCUS:**
- a) **Suitable showgrounds of the minimum dimensions of 300 feet by 450 feet for use by the CIRCUS for accommodation of its tents, properties and equipment, trucks, trailers, mobile homes, shelter of animals and such other equipment and purposes as CIRCUS may deem necessary or desirable for the proper conduct of its scheduled performances. Said grounds to be mowed, firm and level, with suitable entrance for Circus trucks. Adequate parking for Circus patrons must also be provided. The suitability of said showgrounds to be subject to approval of CIRCUS representative. The location of the "circus site" shall be described as follows: _____;**
 - b) **All required licenses and permits (city, county, district, state, or other applicable jurisdiction) as may be necessary for exhibition of CIRCUS and furnish such police and fire protection as may be required by local regulation or local authorities;**
 - c) **Permission for the CIRCUS to obtain potable water from a nearby hydrant or suitable water source in quantity sufficient for its needs during the engagement;**
 - d) **Suitable trash containers (a minimum two (2) twenty-yard dumpsters) within the "circus area" for the collection and removal of trash from the showgrounds, and to be responsible for final clean-up of the showgrounds after the exhibition of CIRCUS;**
 - e) **Permission for the CIRCUS to obtain access to the "circus area" one day prior to the dates of the engagement, and permission to remain in the "circus area" one day following the dates of the engagement;**
 - f) **Removal of light standards, trees, signboards, or any other obstruction to the full use of the "circus area" by the CIRCUS, and the restoration of same to their former position and condition;**
 - g) **Sponsor shall cooperate with and assist the CIRCUS Marketing Director in the advertising, promotion and publicity campaign for the engagement;**
 - h) **SPONSOR grants CIRCUS the right to film or tape for television commercial, feature production or promotion during the engagement within the area designated as "circus area", and will obtain permission from owners of the "circus area" for same.**
- 3) The SPONSOR shall be responsible for all tickets supplied to SPONSOR by the CIRCUS and for the monies derived from SPONSOR'S advance sale of tickets, and shall deposit the proceeds of said sales in a special bank account in the SPONSOR'S name and titled "Circus Account".**
- 4) The SPONSOR shall terminate its advance sale of tickets on the day preceding that on which the CIRCUS is to exhibit, and shall make accounting of and settlement for all sold and unsold tickets to the CIRCUS. This accounting and settlement shall take place on the first day of the CIRCUS exhibition, at 9:45 a.m. at the office wagon of the CIRCUS on the showgrounds. At such time, SPONSOR shall turn back to CIRCUS all unsold advance sale tickets and make payment to the CIRCUS, in cash currency, in accordance with the terms of this agreement, for all unreturned advance sale tickets and all sales or admission tax collected. It is specifically understood and agreed that the CIRCUS shall not be obligated to honor any advance sale tickets sold by the SPONSOR until such accounting and cash settlement has been made to the satisfaction of the CIRCUS. SPONSOR'S agreed percentage of the proceeds of advance sale tickets will be paid at the time of this accounting.**

- 6) SPONSOR hereby agrees that it will not engage, contract for or permit the use of its name for exhibition of any attraction or entertainment venture of the nature of a carnival, puppet show, magic show, musical show, ice show, variety show, stage show, or other circus during the period following the signing of this agreement through the exhibition dates.
- 7) NO TICKETS ARE TO BE SOLD OR DISTRIBUTED BY SPONSOR ON THE DAY(S) OF CIRCUS ENGAGEMENT.
- 8) The price of tickets to the Circus, including taxes, shall be as follows:

ADULT GENERAL ADMISSION (AGE 13+)	\$15.00
CHILD/SENIOR GENERAL ADMISSION (UNDER 13/OVER 61)	\$10.00
VIP SEAT TICKET (In addition to General Admission)	\$ 5.00
RESERVED SEAT TICKET (In addition to General Admission)	\$ 2.00

CIRCUS RESERVES THE RIGHT TO CHANGE THE PRICE OF THE TICKETS AND SHALL NOTIFY SPONSOR IN THE EVENT OF A PRICE CHANGE. CIRCUS AND SPONSOR AGREE TO THE DISTRIBUTION OF DISCOUNT COUPONS AND SPECIAL FREE CHILDREN'S TICKETS FOR PROMOTIONAL PURPOSES.
- 9) Three to ten days prior to CIRCUS exhibition, Circus Marketing Director may arrange a ticket sales outlet to sell Reserved Seat and VIP Tickets. CIRCUS will pay for sales outlet and ticket sellers, and shall pay to SPONSOR Ten Percent (10%) of said sales, after deduction of any applicable sales or admission taxes. It is mutually understood and agreed that this sale is separate and distinct from SPONSOR'S advance sale of tickets.
- 10) After deduction of all applicable sales or amusement taxes, the SPONSOR shall receive Thirty Percent (30%) of the sales of all General Admission, Reserved Seat and VIP Tickets that are sold by the SPONSOR in advance of the scheduled opening day of the Circus.
- 11) The SPONSOR shall receive ten percent (10%) of all General Admission, Reserve Seat and VIP Circus tickets, after deduction of all applicable sales or amusement taxes, sold by the Circus during CIRCUS exhibition. CIRCUS shall account for and pay to SPONSOR this share of proceeds promptly after the close of the CIRCUS box office following commencement of the final circus performance.
- 12) SPONSOR acknowledges and agrees that CIRCUS shall not be required to present any scheduled performances of its Circus in the event of fire, flood, strikes, epidemics, breakdown of its mechanical or electrical equipment, present or reliable forecast of severe weather conditions, actual or clear threat of civil disorder, acts of God, or any other circumstances or conditions beyond its control which render such performances impossible or create a substantial risk of danger to persons or animals or damage to equipment or property, it being understood that CIRCUS will honor such tickets to a cancelled performance at a later performance.
- 13) SPONSOR hereby represents and warrants to CIRCUS that it has obtained permission for the right and authority to commit that portion of the property described as "circus site" in paragraph 2)a) to the use herein contemplated, that it is duly authorized and empowered to execute this agreement and to assume all of the responsibilities and obligations imposed herein.
- 14) Each of the parties herein understands and agrees that this Agreement does not, nor shall it be construed to, create a partnership or joint venture relationship between said parties, but rather, each of the parties is an independent contractor with respect to the other. This Agreement does not grant to either party the right or the authority to assume or create any obligation or responsibility, expressed or implied, other than as set forth herein on behalf or in the name of the other party in any manner.
- 15) Absolutely no verbal agreements or deviations from the printed terms of this agreement shall be recognized by either of the parties hereto, unless the same shall be in writing, endorsed hereon, and made to form a part of this Agreement.

CB 56 Sponsor Agreement 1/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representative or officer on the day and date written below.

COLE BROS. CIRCUS, INC. DBA
CLYDE BEATTY-COLE BROS. CIRCUS

SPONSOR

BY: P. Todd Johnson

BY: Edna Campbell

TITLE: Acct

TITLE: Mayor

DATE: 2/5/04
5/25/04

DATE: 5/25/04

THIS AGREEMENT SUBJECT TO THE APPROVAL OF THE PRESIDENT OR VICE PRESIDENT OF CIRCUS:

CIRCUS COMMITTEE CHAIRMAN

FOR SPONSOR:

Name: _____

Address: _____

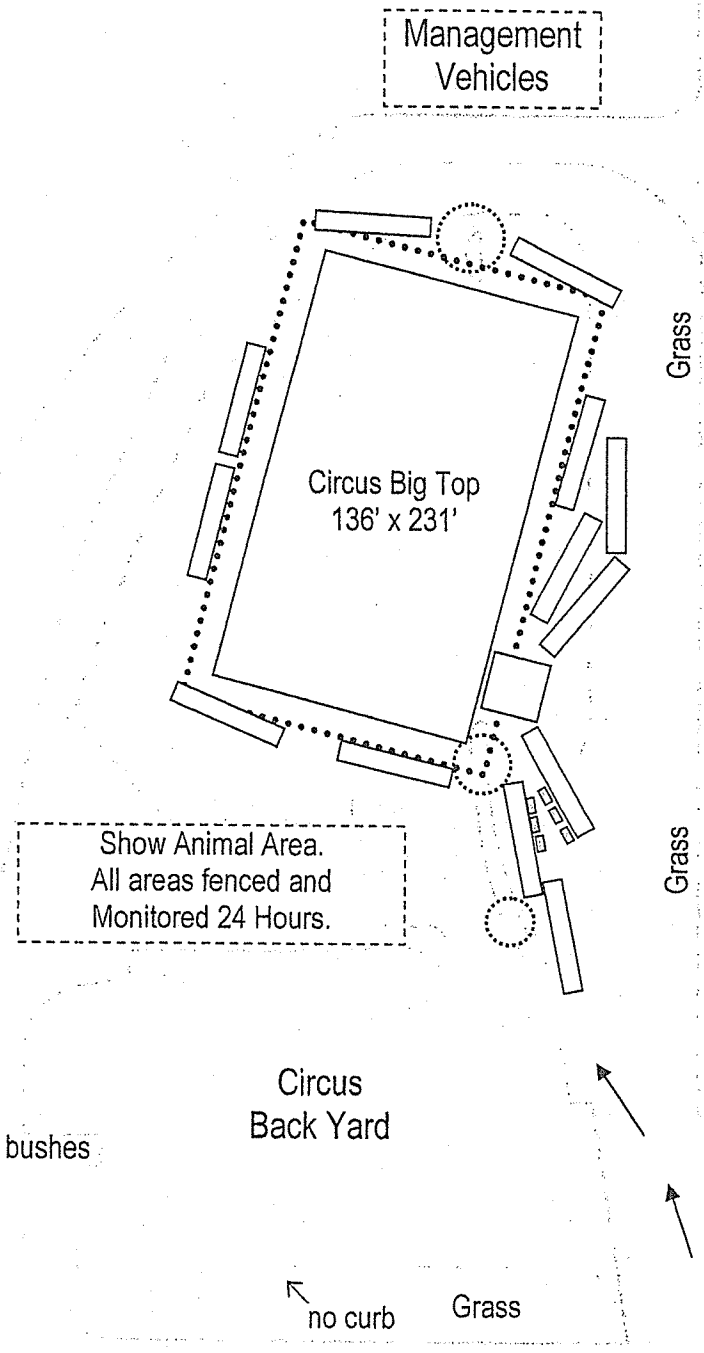
City/State/Zip _____

Day Phone: (_____) _____

Night Phone: (_____) _____

Email: _____

Route 130
N
S
Levitt Parkway Intersection



Willingboro Town Center
Willingboro, NJ
1":100'

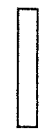
Midway/Banner trucks.
Cables for center poles are anchored to trucks and staked to the ground.

Stake line – extends 12' beyond the Big Top. Stakes are used with trucks to anchor the Big Top.

30'x30' Public Entrance/Exit

Port o let restrooms. Circus travels with 10 units and one handicapped unit, with hand washing facilities. All units are pumped and cleaned daily by a local contractor.

Trees



ALLIED SPECIALTY INSURANCE, INC.
 10451 GULF BOULEVARD, TREASURE ISLAND, FL. 33706
 Toll Free 1-800-237-3355 National
 1-800-282-6776 Florida

Certificate Number: 198

CERTIFICATE OF INSURANCE

This certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy(ies) described hereon and is issued as a matter of information and confers no right upon the holder.

The policy(ies) identified below by a policy number is in force on the date of certificate issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all terms of the policy having reference thereto. Nothing herein contained shall modify any provision of said policy.

In the event of cancellation of the policy, the company issuing said policy will make all reasonable effort to send Notice of Cancellation to the certificate holder at the address shown herein, but the Company assumes no responsibilities for any mistake or failure to give such notice.

Any insurance made a part of the policy includes as a person insured with respect to an occurrence taking place at a Circus site:
 (1) the Fair or exhibition association, sponsoring organization or committee
 (2) the owner or lessee thereof (3) a municipality granting the Named Insured permission to operate a(n) Circus, but only as respects
 bodily injury or property damage caused by or contributed to by the negligence of the Named Insured while acting in the course and scope of their employment.

NAME & ADDRESS OF INSURED:
 Claude Beatty-Cole Bros Circus
 P O Box 127
 Deland FL 32721

ADDITIONAL INSURED:
 Township of Willingboro, New Jersey

NAME & ADDRESS OF CERTIFICATE HOLDER:

Willingboro Township
 1 Salem Road
 Willingboro, NJ. 08046

DATES: June 1 - 4, 2004

	<u>PRIMARY COVERAGE</u>	<u>EXCESS COVERAGE</u>	
Company:	T.H.E. Insurance Company	T.H.E. Insurance Company	T.H.E. Insurance Company
Policy Number:	M3MF9525	M3XF9526	M3XF9527
LIABILITY LIMITS		Bodily Injury & Property Damage	Bodily Injury & Property Damage
BI/PD AOO:	\$10,000,000		
OCG:	\$1,000,000	\$1,000,000	\$3,000,000
Food Products:	\$1,000,000	Excess of \$1,000,000	Excess of \$2,000,000
Policy period:		\$1,000,000	\$2,000,000
From:	06/15/03	06/15/03	04/15/03
To:	06/15/04	06/15/04	06/15/04
		* - COMBINED SINGLE LIMIT	

Coverage shown herein applies only to those items scheduled on or endorsed to the policy.
 This certificate is not valid unless an original signature appears below.
 (Copies Not Valid)

October 2, 2003
 DATE OF CERTIFICATE ISSUANCE

Ronald H. Calpepper
 AUTHORIZED SIGNATURE



TOWNSHIP OF WILLINGBORO

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

May 3, 2004

Cole Bros. Circus Inc.
P. O. Box 127
Deland, Florida 32721

Dear Sir/Madam:

Attached is a copy of Resolution No. 2004 – 60 adopted by Willingboro Township Council at their meeting of April 27th. Also attached is Ms. Bowie's letter and two copies of the prepared contract. Please sign and return so that Mayor Campbell can sign the contract.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Subject: Re: Cole Bros. Contract
From: chb@armstronglawfirm.com
Date: 20 Apr 2004 17:31:47
To: Marie <marie_annese@willingborotwp.org>

Marie this is my amendment to the Cole Bros. Contract. Please advise Mr. Gray that it should be executed along with the contract. Bob Stang asked for the Certificate of insurance, however, he did not ask to be named as an insured in his email. Please copy this to Denise Rose and to Mr. Gray. Otherwise, I have no changes to the contract. I have a copy of the contract and will bring it over for signature.

Cristal Holmes-Bowie, Esquire
Law Office of Michael A. Armstrong
609-877-5511

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom addressed. If you have received this transmission in error, please return it to the sender. This transmission shall not constitute an attorney-client relationship.

4/20/04

Marie,
As per Carmelia,
(see her blue note) - this
is regarding the
circled.

Sign
+ Copy
+ Send
Originals
Keep Copy

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

April 20, 2004

Cole Bros. Circus, Inc.
P.O. Box 127
Deland, Florida 32721

RE: Agreement for Circus at Township of Willingboro, New Jersey June 1 – 4, 2004

Dear Sir/Madam:

Our office serves as solicitor to the Township of Willingboro. Please find enclosed our amendments to the Sponsor agreement for the Circus. Kindly execute it and return to the attention of Jim Gray, Township of Willingboro, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046.

If you have any questions or concerns in this matter, please do not hesitate to contact me.

Very truly yours,



Cristal Holmes-Bowie

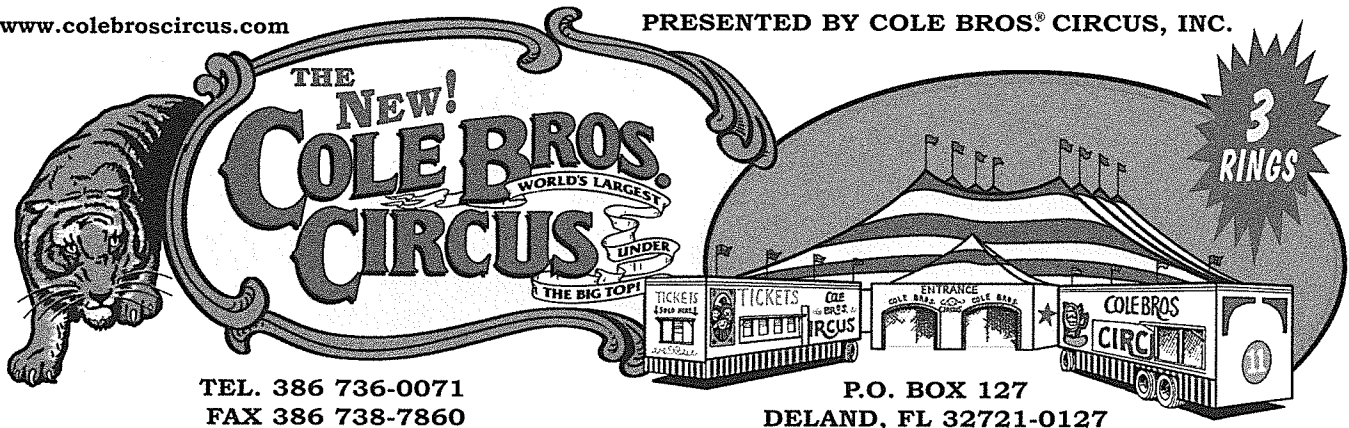
CHB/

Enclosure

Township of Willingboro040420-0001

cc: Jim Gray

Denise Rose, Township Manager



TEL. 386 736-0071
FAX 386 738-7860

P.O. BOX 127
DELAND, FL 32721-0127

R. TODD ROBINSON, Representative

53 Morris Ave. Neptune City, NJ 07753 732-775-6370, Day -- 732-922-1534, Nite -- 732-776-6715, Fax

Friday April 23, 2004

Jim Gray, Special Events Director
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Hi Jim

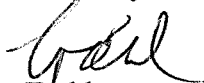
Enclosed please find the signed Amendment requested by the township solicitor. Please sign this and the contract and then send both original items back to me as soon as possible.

The insurance certificate info mentioned in the amendment ONLY requests the township to be mentioned BUT the instruction notes from S. Paciantonio, says... Willingboro Urban Renewal, LLC owner, Renewal Willingboro, LLC operator and Legend Management Services, LLC as additionally insured. I trust this is correct? I have requested that our office change all insurance info I have submitted and replace with this info ASAP and send to you directly.

Also, if anyone should ask...items in number 4, are already on the diagram that I sent ahead to you.

Thanks and be well.

Sincerely,


Todd

RESOLUTION NO. 2004 - 61
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

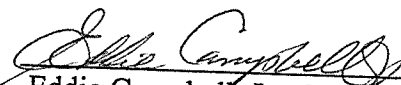
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/27, 2004, that an Executive Session closed to the public shall be held on 4/27, 2004, at 9:40 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 – 62


**A RESOLUTION OF THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE
MAYOR TO SIGN AN AGREEMENT BETWEEN THE TOWNSHIP OF
WILLINGBORO AND THE WILLINGBORO PUBLIC SCHOOL DISTRICT**

WHEREAS, the Township will assign a full-time School Resource Officer (SRO) to perform the traditional D.A.R.E. duties in Willingboro High School, Memorial Middle School and Levitt Middle School; 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 11th day of May, 2004, that the Mayor is hereby authorized to sign the attached agreement, prepared by the Township Solicitor and submitted to Township Council.

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

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

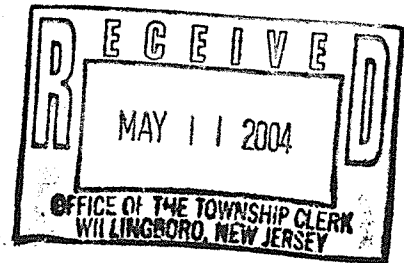
+ MEMBER NJ & NY BARS
* MEMBER NJ & PA BARS

PLEASE REPLY TO WILLINGBORO

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

TELEPHONE: (973) 642-2800

May 10, 2004



Mayor Eddie Campbell, Jr.
Willingboro Township Council
Willingboro Township Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

**RE: Agreement between Township of Willingboro and Willingboro
Public School District: School Resource Officers**

Dear Mayor Campbell and Township Council:

Please find enclosed the proposed agreement in reference to the above captioned matter.

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

Very truly yours,

Michael A. Armstrong

MAA:emn
Enclosure

cc: Denise M. Rose, Township Manager w/ enclosures



TOWNSHIP OF WILLINGBORO

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

May 20, 2004

Mr. Alonzo Kittrels
Superintendent of Schools
Country Club Administration Bldg.
440 Beverly Rancocas Road
Willingboro, New Jersey 08046

Dear Mr. Kittrels:

Enclosed is a certified copy of Resolution No. 2004 – 62, dealing with the full-time School Resource Officers, which was adopted by Willingboro Township Council at their meeting of May 11, 2004. Also enclosed are three copies of the corresponding agreement. Please sign all three and return two to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Encl

AGREEMENT

This Agreement consisting of eight (8) pages is entered into this 5th day of May, 2004, by and between the Willingboro Public School District, hereinafter, referred to as the "District" and the Township of Willingboro hereinafter referred to as the "Township".

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Township to assign full time School Resource Officers (SRO) to perform the duties that have traditionally been provided by DARE Officers in the district's elementary schools to Willingboro High School, Memorial Middle School and Levitt Middle School. Provided, however, that the Police Director and the District shall determine the locations and schools to which the School Resource Officers will be assigned. The School Resource Officers will work with school personnel in providing drug and alcohol education in addition to maintaining a safe campus environment, serving as problem-solving resource persons, provide traffic control and providing the appropriate response regarding on-campus or school related activity.
2. Services: Pursuant to this Agreement, the Township of Willingboro Police Department will provide School Resource Officers subject to the following:
 - 2.1 Subject to the availability of officers and equipment, subject further to the availability of funds, and to this Agreement, the Township of Willingboro Police Department will provide sworn full-duty police officers for a 8-hour tour of duty to designated school sites.
 - 2.2 School Resource Officers shall be distinct from the regular employment and assignment of Township of Willingboro Police Officers.
 - 2.3 All School Resource Officers shall have had standard police officer training.
 - 2.4 School Resource Officers shall be subject to any and all applicable state statutes and municipal ordinances, the Township of Willingboro Police Department rules and regulations, general and special orders, directives, policies and procedures or any amendment or modification

promulgated by the State of New Jersey Director of Law and Public Safety.

2.5 School Resource Officers shall continue to be subject to the direction of the Director of Public Safety of the Township of Willingboro Police Department or designee and must observe all standards of conduct required by the Township of Willingboro Police Department.

2.6 The Board of Education may monitor the performance of the School Resource Officers through its designated representatives.

2.7 The School Resource Officers shall have ongoing meetings and dialogue with the Director of School Security of the Public Schools and/or the Board of Education, or its designee(s), to discuss areas of concern relating to incidents that affect students, employees and properties of the Board of Education.

2.8 The Township Public Safety Director or his designee, in consultation with the District shall have established goals and objectives for the School Resource Officers.

3. Term. The term of this Agreement shall be from ~~April 27~~, 2004 until June 30, 2004⁵, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. Typically, School Resource Officers shall work the hours of school administrators or hours as agreed with the school principal. During the days that schools are not in session, the School Resource Officers shall perform whatever duties are determined by the Director of Public Safety and the Township of Willingboro Police Department. *September 1 WAP*
4. Relationship of Parties. The Township and the assigned School Resource Officers shall have the status of independent contractor in relationship to the school district for the purposes of this Agreement. The School Resource Officers assignment to the District shall be subject to the approval of the Board of Education and will be considered employees of the Township and shall be subject to its control and supervision. The School Resource Officers shall communicate directly with the School Administrator for the purposes of Emergency Preparedness, Safety, Security and Student Attendance as well as the principal of the school where he/she is assigned. The assigned School Resource Officers will be subject to current procedures in effect for Township of Willingboro Police Officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is a Township employee and that no rights under Township

civil service, retirement, or personnel rules accrue to such person. The parties agree that no person supplied by the Township to accomplish the goals of the Agreement is a District employee and that no rights under Township civil service, retirement, or personnel rules accrue to such person.

5. No Partnership or Joint Venture. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as in any way creating or establishing the Board of Education or the Township as representatives of each other for any purpose.
6. Compensation. The District will not be responsible for the payment regular wages, overtime wages or benefits for the School Resource Officers. The School Resource Officers' weekly District schedule will be mutually agreed upon in consultation with the principal of the school that officers are assigned to. The School Resource Officers may be asked to attend afternoon or evening events in lieu of regular day duty.
 - 6.1 The School Resource Officers shall be paid wages for their work in accordance with the applicable collective-bargaining agreement, Township ordinances, policies, practices and procedures and applicable state and federal law.
 - 6.2 Labor Guidelines. The Board of Education shall not be considered a party to the collective-bargaining agreement between the Township of Willingboro and the Fraternal Order of Police (F.O.P.), Lodge #38. The Township remains the sole employer of any sworn Township of Willingboro Police Department personnel assigned as School Resource Officers and has exclusive authority to direct the duties of such officers.
7. No Waivers. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as in any way affecting the status of the Board of Education and/or the Township as separate, independent and distinct entities under N.J.S.A. 40:43-1, et seq or any other law. It is further understood and agreed that the entry into this Agreement by the Township and the Board of Education shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including, but not limited to any claims resulting from the providing of officers to the Board of Education as School Resource Officers, prior to the execution of this Agreement.

8. Officer Responsibilities. School Resource Officers assigned to the District shall:

8.1 Have had standard police officer training, in addition to, training as a School Resource Officer.

8.2 Provide a program of education and law-related issues to the school community, including parents, on such topics as: drugs, alcohol, and tobacco issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.

8.3 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the School Resource Officer.

8.4 The School Resource Officers will gather information regarding potential problems and attempt to identify particular individuals or circumstances that may be disruptive to the school and/or students.

8.5 The School Resource Officers will present educational programs to students and school staff on topics agreed upon by both parties.

8.6 The School Resource Officers may refer students and/or their families to the appropriate agencies for assistance when a need is determined by the school administration.

8.7 The School Resource Officers will consult with the school principal and the Administrator for Emergency Preparedness, Safety, Security and Student Attendance prior to taking legal action, subject to the officer's duties under the law.

8.8 The School Resource Officers should not act as school disciplinarians. School Resource Officers are not to be assigned for regularly assigned lunch room duties, as regular hall monitors, bus duties or other monitoring duties. However, if there is an unusual or temporary problem in one of these areas, the School Resource Officers may be used as needed.

8.9 In the performance of their duties, School Resource Officers shall coordinate and communicate with the principal or principal's designee of the school to which they are assigned. The School Resource Officers shall also coordinate and communicate with the Administrator for Emergency Preparedness, Safety, Security and Student Attendance in matters of concern to that office.

8.10 In the event a School Resource Officer is absent for work, the School Resource Officer shall notify both his supervisor in the Township

of Willingboro Police Department and the principal of the school to which the School Resource Officer is assigned. The principal will notify the Administrator for Emergency Preparedness, Safety, Security and Student Attendance of the School Resource Officer's absence.

8.11 As employees of the Township of Willingboro Police Department, School Resource Officers shall follow the chain of command as set forth in the Township of Willingboro Police Department's Polices and Procedure Manual.

8.12 Nothing required herein is intended to nor will it constitute a relationship or duty for the assigned School Resource Officers or the Township beyond the general duties that exist for law enforcement officers within the state.

8.13 Nothing in this Agreement shall limit the authority of any sworn Police Officer to perform his/her duties, as provided by Township ordinance and State law.

9. Time and Place of Performance. The Township will endeavor to have School Resource Officers available for duty at their assigned school each day that school is in session during the regular school year. The Township is not required to furnish substitute School Resource Officers on days when regular School Resource Officers are absent due to illness or Police Department requirements. The School Resource Officers' activities will be restricted to their assigned school grounds except for:

9.1 Follow up home visits when needed as a result of school related student problems.

9.2 School related off-campus activities when School Resource Officers' participation is requested by the principal and approved by the Police Department.

9.3 In response to off-campus, but school related activity.

9.4 In response to emergency police activities.

10. District Responsibilities. The District will provide the School Resource Officers an office and such equipment as is necessary at his/her assigned school. This equipment shall include a telephone and filing space capable of being secured and access to a computer. Further, the District shall provide:

10.1 Full authorization to the School Resource Officers to enter into on school facilities and properties subject to the District's agreement.

10.2 Full authority to enforce the law in order to protect all school students, employees and property.

10.3 Appropriate insurance and shall indemnify the Township and School Resource Officers for any and all claims which may arise against them in the performance of their duties as School Resource Officers.

11. General Provision. Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice-versa, unless the context shall indicate otherwise. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.
12. Validity of Agreement. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions invalid, inoperative or unenforceable. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part of it.
13. Terms and Extension. The effective date of this Agreement shall be the date that it is authorized by the Township Council and the Board of Education, whichever is later. This Agreement shall begin as of April 27, 2004 and expire on June 30, 2004. In no event can this Agreement be extended without written consent of the parties, properly authorized and no extension may arise out of performance of the terms of this Agreement after expiration, if any, the parties agreeing that in such event the performance shall be deemed a mere accommodation in the interest of public safety.
14. Termination. It is the intent of each party to this Agreement that its commitments be conditioned upon satisfactory performance of the commitments made by the other party. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of ten (10) days prior written notice. Upon termination of this Agreement, the Township shall have no obligation to continue to provide School Resource Officers or provide any

services which were previously performed by them.

15. Notice. All notices given or required under this Agreement, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing notices in the United States mail, certified with return receipt requested, postage prepaid and addressed to: Director of Public Safety of Township of Willingboro Police Department and the Solicitor of the Township. Notices delivered by mail shall be deemed effective two (2) days after mailing in accordance with this section. Notices personally delivered shall be deemed effective upon receipt.
16. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties. This Agreement shall constitute the entire Agreement between the parties and no warranties, inducements, considerations, promises, or other reference shall be implied or impressed upon this Agreement that are not expressly addressed here. Any reference to any exhibit shall be deemed to include all subsequent amendments as a result of any law, rule, regulation, policy or collective bargaining agreement.

In Witness, the Board of Education and the Township of Willingboro have caused this Intergovernmental Cooperation Agreement to be duly executed and delivered on the date first written above.

WILLINGBORO PUBLIC SCHOOL DISTRICT

Dated: 8/12/04

By: Alma Jordan
President, Board of Education

Dated: 8/12/04

Attest: William A. Greene Jr.
Business Administrator/Board Secretary

TOWNSHIP OF WILLINGBORO

Dated: 5/11/04

By: Eddie Campbell Jr.
Mayor Eddie Campbell, Jr.

Dated: 5/11/04

Attest: Marie Annese
Marie Annese, Township Clerk

In Witness, the Board of Education and the Township of Willingboro have caused this Intergovernmental Cooperation Agreement to be duly executed and delivered on the date first written above.

WILLINGBORO PUBLIC SCHOOL DISTRICT

Dated: 8/12/04

By: Alma Jordan
President, Board of Education

Dated: 8/12/04

Attest: William A. Huff
Business Administrator/Board Secretary

TOWNSHIP OF WILLINGBORO

Dated: 5/11/04

By: Eddie Campbell, Jr.
Mayor Eddie Campbell, Jr.

Dated: 5/11/04

Attest: Marie Annese
Marie Annese, Township Clerk

 * P. 01 *
 * TRANSACTION REPORT *
 * AUG-26-2004 THU 06:33 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * AUG-26 06:30 PM ARMSTRONG 2' 55" 10 SEND OK 304 *
 * TOTAL : 2M 55S PAGES: 10 *

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

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: _____

MATERIAL SENT: _____

8/26/04
Memorandum School Resource
Officers Contract

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

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/26/04

MATERIAL SENT: Memo & School Resource
Officers Contract


FOR INFORMATION

REVIEW

APPROVAL

NEEDED BY: Wed 9/1/04 for Counsel 9/7/04
D. Lusk for.

Interoffice Memorandum

MEMO TO: Michael Armstrong, Esq., Township Solicitor
FROM: Marie Annesse 
DATE: August 26, 2004
SUBJECT: Contract – School Resource Officers

Attached is a copy of the signed contract I received from the Willingboro School District regarding the above contract.

Please note that the contract has been signed by the President of the Board and the Business Administrator *and* that the dates on page 2 have been changed from April 27, 2004 until June 30, 2004 *to* September 1, 2004 until June 30, 2005.

Please advise – do we send this back for signature and correct dates? If this is acceptable do we do another resolution to cover the contract? Thank you.

/ma

Att.

cc: Township Council
Township Manager

RESOLUTION NO. 2004 – 63

**A RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO DINGMAN & JAMES AUCTION CO. FOR
AUCTIONEERING SERVICES**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of May, 2004, that:

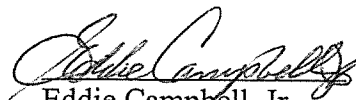
1. The Mayor and Clerk are hereby authorized to execute on behalf of the Township of Willingboro an Agreement with Dingman & James Auction Co., Conover Road, Hightstown, New Jersey 08520, under which Dingman & James Auction Co. will provide professional services to the Township of Willingboro as an Independent Auctioneer on Saturday, May 22, 2004 or another mutually agreed upon date in spring 2004 at 10:00 A.M.
2. The compensation is fixed at 10% of the gross sales, with a minimum of \$1,000.
3. The Auctioneer shall be reimbursed for the cost of advertising and postage, not to exceed \$1,000.
4. Compensation to Auctioneer shall be deducted from the auction proceeds when settlement is made.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to Dingman & James Auction Co. and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

Attest:



Marie Annese, RMC
Township Clerk



Eddie Campbell, Jr.
Mayor

**TOWNSHIP OF WILLINGBORO
INDEPENDENT CONTRACTOR AGREEMENT**

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

WHEREAS, it has been determined that Dingman & James Auction Co., is qualified to serve the Township of Willingboro as Auctioneer for the Township's surplus equipment; and

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

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

WHEREAS, Dingman & James Auction Co., has offered its services to the Township as an Independent, Professional Auctioneer to perform the services of Auctioneer,

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Dingman & James Auction Co. as follows:

- I. Retention of Independent Professional Auctioneer. Dingman & James Auction Co. is hereby retained as an Independent Professional Auctioneer to the Township of Willingboro to serve as the Township Auctioneer.

- II. Term and Services. Dingman & James Auction Co. agrees to
 - a. Serve as Auctioneer for the Township to conduct the public auction sale of vehicles and other surplus items agreed upon that are not longer required by the Township, on Saturday, May 22, 2004, or another mutually agreed upon date in spring 2004, at 10:00 A.M.
 - b. Use their professionalism, skill and auction experience to the benefit of the Township.
 - c. Create and maintain records of the sale utilizing a computerized auction settlement system and reporting the results of the sale to the Township on the day of the sale at the time of sales proceeds settlement.
 - d. Provide the Township with at least one thousand (1,000) pre-labeled brochures to be mailed at the Township's expense. If the Township so

desires, Dingman & James can mail brochures using their first class indicia and will deduct the cost from the auction proceeds.

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

III. Compensation. During the term of this Agreement, Auctioneer will receive, as compensation for promoting and conducting the auction, ten percent (10%) of the gross sales, with a minimum of one thousand dollars (\$1,000), which shall be payable by the Township. Said amount will be deducted from the auction proceeds when settlement is made. Auctioneer will issue a company check to the Township within ten (10) business days after the auction for the net proceeds of the sale.

IV. Township Responsibilities.

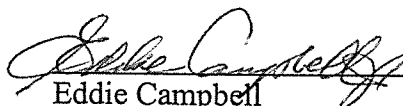
- a. The Township will assist in whatever way possible to the successful completion of the sale.
- b. The Township warrants and represents to the Auctioneer that the Township owns and has full authority and lawful power to sell and shall deliver title to the property set for in Schedule A attached hereto,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

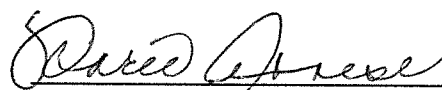
- V. Equal Opportunity.
- a. In consideration of the execution of this Agreement, the Independent Auctioneer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Auctioneer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
 - b. The attention of the Independent Auctioneer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations hereunder. The Independent Auctioneer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- VI. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.
- VII. New Jersey Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.
- VIII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Auctioneer.
- IX. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justly or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- X. Captions. The captions or the paragraph headings contained in this Agreement are solely for the purposes of convenience and shall no be

deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

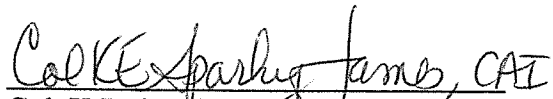
- XI. Entire Agreement. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- XII. Termination. The parties hereto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

In Witness Whereof, this Agreement has been executed on this 19th day of May, 2004, for the purpose and the term specified herein.


Eddie Campbell
Mayor


Marie Annese, RMC
Township Clerk

Dingman & James, Inc.:


Col. K.E. Sparky James, CAT

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
P.L.1975, C.127 (N.J.S.A. 10.5-31 et seq) (NJAC 17:27)

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

- (a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth provisions of this non-discrimination clause;
- (b) The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex; affectional or sexual orientation.
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative, of the contractor's commitments under this act and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.27, as amended and supplemented from time to time and the Americans with Disabilities Act.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 promulgated by Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27- 5.2 promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

P.L. 1975, Chapter 127 (N.J.A.C. 17:27) MANDATORY EQUAL EMPLOYMENT

- (f) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- (h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- (i) The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED PRIOR TO AWARD.

Name: Sparky James, President
Company/Title: Dugman & James
Address: 138 Courter Rd
Hightstown, NJ 08520
Phone No: 609-443-9339

Certification 16745

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2001** to **15-JUN-2008**

DINGMAN AND JAMES AUCTION COMPANY
110 CONOVER RD
HIGHTSTOWN NJ 08520



A handwritten signature in cursive script, appearing to read "John E. Lomas".

State Treasurer

Subject: Auction agreement
From: chb@armstronglawfirm.com
Date: 04 May 2004 15:30:14
To: marie_annese@willingborotwp.org

Please use these amendments only, corrected for language and typos. I think this is the last email on this today.

Cristal Holmes-Bowie, Esquire
Law Office of Michael A. Armstrong
609-877-5511

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. If you have received this transmission in error, please immediately return it to the sender. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

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

May 4, 2004

VIA FACSIMILE and E-Mail

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

RE: Contract for Auction Services

Dear Ms. Annese:

It is my understanding, based upon our conversation yesterday that the date for the Auction will be May 22, 2004, and as such the date should be changed in the Agreement. In addition, the following changes or amendments are necessary for the contract for Auction Services:

Paragraph XI. Amend to add:

✓ If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by the law.

Paragraph XII. Amend to add:

✓ The parties hereto may terminate this Agreement by either party giving fifteen (15) days written notice to the other, the fifteen days, shall be counted from the date of receipt of the notice. All written notices shall be delivered via hand delivery to the Township Clerk, mailed via first class, certified mail return receipt requested or via commercial overnight delivery service.

Paragraph XIII. Default

✓ In the event that either party shall not fulfill its obligation under this agreement, that party shall be considered to be in default of the agreement. Where the default is a non-monetary default, the defaulting party shall be given fifteen (15) days from the date of the default to attempt to cure the default. Thereafter, the non-defaulting party may seek any remedy available to them in equity or law.

If you have any questions or concerns about these amendments, please do not hesitate to contact me.

Very truly yours,

Cristal Holmes-Bowie

CHB/

RESOLUTION NO. 2004 – 64


A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to Overpayments and 100% Exempt; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of May, 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

COUNTRYWIDE
ATTN: TAX DEPT. – SV24
PO BOX 10211
VAN NUYS, CA. 91410
BLOCK 409
LOT 11
106 COUNTRY CLUB RD.
100% EXEMPT

\$1334.09

RESOLUTION NO. 2004 - 65


A RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Township Council of the Township of Willingboro desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$20,620 to fund the following project:

Municipal Stormwater Regulation Program

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of May, 2004, that Eddie Campbell, Jr. or the successor to the office of Mayor is authorized to (a) make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$20,619.00 and not more than \$50,000.00 and (c) to execute any amendments thereto.

BE IT FURTHER RESOLVED, that the grantee agrees to comply with all applicable federal, state, and municipal laws, rules and regulations in this performance pursuant to the agreement.


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

May 7, 2004

Department of Environmental Protection
Division of Water Quality – MFCE Element
Bureau of Administration & Management
P. O. Box 425
Trenton, New Jersey 08625-0425

Dear Sir/Madam:

Enclosed is a certified copy of Resolution No. 2004 – 65, adopted by Willingboro Township Council at their meeting of May 4th regarding the grant agreement – Grant Number WQ04-134.

Also enclosed is the complete package sent to us. Signatures have been obtained as per your request.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Encl.

FAX TRANSMISSION

On 5/12/04

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER QUALITY
MUNICIPAL FINANCE AND CONSTRUCTION ELEMENT
BUREAU OF ADMINISTRATION & MANAGEMENT
401 E. STATE STREET - PO BOX 425
TRENTON, NEW JERSEY 08625
FAX: 609-633-8165
PHONE: 609-633-1208

*RETURN
TO
THIS
ADDRESS* →

FROM: EUGENE CHEBRA

TO: JOANNE DIGGS

DATE: 5/11/04

FAX #: 609-877-7352

PAGES: 2
including this cover sheet)

SUBJECT:

COMMENTS:

*Signature page for Stormwater
Grant to be signed by
the Mayor.*

*Any questions call Jan Polinski
at 609-633-1208.*

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)
_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General..

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: _____
(signature)
Barry Chalofsky, P.P.

(print name)
Chief, Bureau of Nonpoint Pollution Control

(print title)
Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED: **TOWNSHIP OF WILLINGBORO**

(print Grantee's name; all capitals)

By: *Eddie Campbell*
(signature)
Eddie Campbell, Jr.
(Print name)
Mayor
(print title)

Date: 5/4/04

COUNTERSIGNED:
THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)
Samuel A. Wolfe
(print name)
Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General..

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: _____
(signature)

Barry Chalofsky, P.P.

(print name)

Chief, Bureau of Nonpoint Pollution Control

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED: **TOWNSHIP OF WILLINGBORO**

(print Grantee's name; all capitals)

By: *Eddie Campbell, Jr.*
(signature)

Eddie Campbell, Jr.
(Print name)

Mayor
(print title)

Date: **5/4/04**

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Samuel A. Wolfe

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: _____
(signature)

Barry Chalofsky, P.P.

(print name)

Chief, Bureau of Nonpoint Pollution Control

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED: **TOWNSHIP OF WILLINGBORO**

(print Grantee's name; all capitals)

By: Eddie Campbell, Jr.
(signature)

Eddie Campbell, Jr.

(Print name)

Mayor

(print title)

Date: 5/4/04

COUNTERSIGNED:
THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Samuel A. Wolfe

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____



State of New Jersey

Department of Environmental Protection

James E. McGreevey
Governor

Bradley M. Campbell
Commissioner

Joanne Diggs, Chief Financial Officer
Township of Willingboro
One Salem Road
Willingboro Township, New Jersey 08046

APR 28 2004

Township of Willingboro
Grant # WQ04-134
Amount \$ 20,619

Dear Ms. Diggs:

I am pleased to transmit one copy of the partially executed Grant Agreement with the New Jersey Department of Environmental Protection (Department) for state aid in implementation of activities described in Attachment "A," pursuant to requirements of the New Jersey Pollution Discharge Elimination System, Municipal Stormwater General Permit, Watershed Protection & Management Act of 1997 and Section 319 (h) of the Federal Clean Water Act.

Enclosed are 1) three copies of the Grant Agreement signature page (page # 2 of 11); 2) a partially completed State of New Jersey Payment Voucher (PV6/93) that must be executed in section (F) Payee Declarations; and 3) a pre-addressed return envelop.

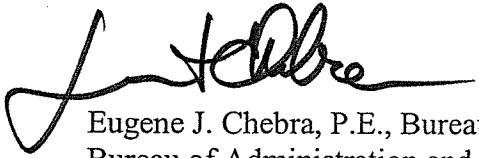
PLEASE NOTE: The Governing Body must adopt and certify a resolution authorizing the application for state aid under the Municipal Stormwater Regulation Program and designating an individual to execute the grant. A sample of the required resolution language and format is included. The resolution is to be added to the Grant Agreement as Attachment "C." The Grant Agreement and all other documents are to be signed by the individual authorized in the resolution.

Please provide the information requested on page # 2 of 11 and execute each of the three signature pages. Return all copies of the signature pages, Grant Agreement including Attachment "C" and State Payment Voucher, in the enclosed pre-addressed return envelop to:

Eugene J. Chebra, P.E., Bureau Chief
Bureau of Administration and Management
Municipal Finance & Construction Element
NJ Department of Environmental Protection
P O Box 425
Trenton, New Jersey 08625-0425

After the Grant Agreement has been fully executed by the Department, a copy will be forwarded to you. Payment will be made by direct deposit with the designation "Stormwater Grant." If you have any questions concerning the Grant Agreement, please contact Manohar Basi in the Bureau of Administration and Management at (609) 292-3114.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. Chebra", with a long horizontal flourish extending to the right.

Eugene J. Chebra, P.E., Bureau Chief
Bureau of Administration and Management
Municipal Finance and Construction Element
Division of Water Quality

EJC:shb

Enclosure

C: Barry Chalofsky, Bureau Chief, Bureau of Non Point Pollution Control



State of New Jersey Payment Voucher (Vendor Invoice)

COPY

DOCUMENT NUMBER				BATCH				A. P.	FY
TC	AGY	Number		TC	AGY	Number			04
	042				042				
PP Start Date			Sched Pay Date		Chk Cat		(A) Vendor I.D. No.		
							216007381 99		

Contract No.	Agency Ref.	Buyer	(B) Terms					Total Amount	\$15,464
--------------	-------------	-------	-----------	--	--	--	--	--------------	----------

(D) Payee Name & Address Township of Willingboro One Salem Road Willingboro NJ 08046	(E) Send Completed Form To: N.J.D.E.P. Municipal Finance and Construction Elem P.O. Box 425 Trenton, New Jersey 08625-0425
---	--

SIGN
HERE

(F) Payee Declarations I certify that the within payment voucher is correct in all its particulars, that the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.	>>>> <u>Joanne M. Dwyer</u> Payee Signature <u>Director of Finance</u> Payee Title <u>4/30/04</u> Billing Date
---	---

Reference							(G) Payee Reference					
CD	Agcy	Number			Line							
	042	48010000116			01	Stormwater Grant Payment # 1						
Fund	Agcy	Org Code	Sub Org	Low Level	Appr	Activity	Object	Rev Srce	Sub-Rev	Job Number		
100	042	4801			442	V4R2	6120			7W319HXX		
Rpt Ct	BS Act	Dt	Description			Quantity	Amount			Id	Pf	Tx
0001							\$15,464.00					

Item No.	Description of item(s)	Quantity	Unit	Unit Price	Amount
	Municipal Stormwater Regulation Program (75% portion) WQ04-134				\$15,464

	Total Amount	\$15,464
--	--------------	----------

Certification by Receiving Agency: I certify that the above articles have been received or services rendered as stated herein. _____ Signature _____ Title	Certification by Approval Officer: I certify that this payment voucher is correct and just, and payment is approved. _____ Signature _____ Title
Date	Date



TIER A
GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WILLINGBORO

(print name of Grantee; all capitals)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT NUMBER: WQ04-134

Grantee's	- Name: TOWNSHIP OF WILLINGBORO (the "Grantee") Address: One Salem Road County: Burlington Willingboro Township NJ 08046 Federal ID #: 216007381 Grantee Telephone #: (609) 877-2200 Financial Officer's - name: Joanne Diggs - Title: Chief Financial Officer (the "Chief Financial Officer")
------------------	--

The State of New Jersey (The "State") Department of Environmental Protection (the "Department" or the "DEP") Granting Agency's - name: Division of Water Quality (the Granting Agency) - address: Bureau of Nonpoint Pollution Control P O Box 029 Trenton NJ 08625-0029 Grant Officer's - name: Bruce S. Friedman (the "Grant Officer")
--

TITLE OF GRANT: MUNICIPAL STORMWATER REGULATION PROGRAM

AMOUNT OF GRANT: \$20,619

WORK PERIOD: The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on **March 1, 2004** or the effective date, whichever is [X] earlier [] later, and runs to **February 28, 2007**.

REPORT(s)/DELIVERABLE(s) DUE: Certification of adoption of Stormwater Management Plan in accordance with state rules and regulations.

PAYMENT SCHEDULE: 75% of funds released upon receipt by DEP of a signed grant agreement.
 25% of funds released upon receipt by DEP of the Certification documenting completion of the activities in accordance with scope of services.

PURPOSE AND AUTHORITY: DEP is providing funds to municipalities for the implementation of certain activities required by the New Jersey Pollution Discharge Elimination System Municipal Stormwater General Permit (NJ0141852), Watershed Protection & Management Act of 1997 and Section 319(h) of the Federal Clean Water Act.

SOURCE OF FUNDS	AMOUNT	FY - STATE ACCOUNT NUMBER	CFDA NUMBER	ACCOUNT TITLE
State General Fund				
Federal	\$20,619	04 100 042 4801-442	66.605	Non Point Source [319(h)]
Grantee				
Other (i.e. bond fund, tax fund etc.)				
	\$20,619	TOTAL APPROVED PROJECT AMOUNT		

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General..

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: Barry Chalofsky
(signature)

Barry Chalofsky, P.P.

(print name)

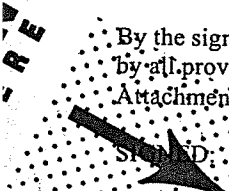
Chief, Bureau of Nonpoint Pollution Control

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.



TOWNSHIP OF WILLINGBORO

(print Grantee's name; all capitals)

By: Joanne W. Diggs
(signature)

Joanne G. Diggs
(Print name)
Director of Finance

(print title)

Date: 4/30/04

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Samuel A. Wolfe

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____

GENERAL TERMS

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

- a) to lobby or otherwise attempt to influence legislation or government policy;
- b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- c) to make grants to individuals or other organizations;
- d) to undertake any activity for any purpose other than a scientific, planning, literary or educational purpose.

2. Compliance with Existing Laws and Policies

- a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:
 - 1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
 - 2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq., if applicable.
 - 3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.
 - 4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., , if applicable,
- b) The Grantee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15.
- c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1) United States Office of Management and Budget ("OMB") Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively),
 - 2) OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively),
 - 3) OMB Circular A-133, Revised (Audits of States, Local Governments, and Nonprofit Organizations),
 - 4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
 - 5) Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance,
 - 6) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised), and
 - 7) Compliance Supplement for Audits of Institutions of Higher Education and Other Nonprofit Institutions.

3. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors,

its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

4. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of the Department's Subcontractor Certification form.
- b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

5. Availability of Funds:

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

6. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

7. Property Management Standards

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

8. Method of Payment

- a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
- 1) If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.
 - 2) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
 - 3) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.
 - 4) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
 - 5) Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

9. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this grant project, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

10. Financial Management System

- a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:
- 1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
 - 2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 - 3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 - 4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 - 5) accounting records that are supported by source documentation,
 - 6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
 - 7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- b) The Department may require the submission of a Statement of Adequacy of Accounting System.
- c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

11. Performance Reporting

3/00

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

12. Monitoring Performance

- a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.
- b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods and
 - 2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

13. Audit Requirements

Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Treasury Circular 98-07, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee receives a total of \$300,000 or more of federal and State financial assistance combined in the Grantee's fiscal year, the Grantee must have a single audit performed.

- a) the Grantee shall comply with the single-audit requirements of the Audit Act and OMB Circulars under the following conditions:
 - 1) this agreement is supported by federal or State grant funds,
 - 2) the Grantee is a local government as defined by the Act and conducts an annual single-audit under the Audit Act, and
 - 3) pursuant to criteria established in the Audit Act, this agreement is governed by the single-audit provisions of the Audit Act.
- b) if it is not subject to the single audit requirement, this agreement is subject to other State audit requirements. Any new agreement must be audited upon its expiration. Any agreement which is a continuation of work under an agreement previously performed and audited may be audited at the discretion of the Department up to three (3) years after the end of the work period or after the Grantee completes the agreement tasks, whichever is later. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Standards for Audit of Governmental Organizations, Programs and Functions.
- c) Any required single audit or other audit shall be done on an organization-wide basis.
- d) Any required single audit shall include:
 - 1) compliance testing for all major State grant and major State Aid programs, consistent with the definition of "major" programs in State Treasury Circular 98-07 and federal OMB Circular A-133 Revised,

- 2) compliance testing of at least 50 percent of the Grantee's total expenditures under State grants and State Aid programs,
- 3) auditors' comments as to the Grantee's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable statutes and regulations, and
- 4) a schedule showing the State grants and State Aid received by the Grantee, including for each grant or aid:
 - (a) State grantor department,
 - (b) program and project titles,
 - (c) State account number,
 - (d) total project amount and grant or aid amount received, and
 - (e) total disbursements.
- e) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 14, Agreement Amendment; Section 16, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- f) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.
- g) Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency not later than nine months after the close of the Grantee's fiscal year

14. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a), b), or c) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

- a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- b) The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- c) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 - 1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 - 2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 - 3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

- 4) the Department considers the Grantee's fixed costs when making any reduction.

15. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

- a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.
- b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.
- c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 7, Property Management Standards.
- f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

16. Termination

- a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.
- b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- c) The closeout procedures described in Section 15 of this agreement, shall apply in all cases of termination of this agreement.

17. Access to Records

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

- a) Whenever reasonable and practical, the Department shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.

- c) The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits

18. Record Retention:

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

- a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- c) The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

19. Approvals and Authorizations

- a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.
- c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Grant Officer.
- e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

20. Miscellaneous Provisions:

- a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
 - 1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

- 2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

21. Additional Provisions:

**GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WILLINGBORO**

(print name of Grantee; all capitals)
**AND
THE STATE OF NEW JERSEY**
**BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WQ04-134

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments and additions thereto, which is incorporated as part of this Attachment A.

1. **Prepare and implement a written Stormwater Pollution Prevention Plan that describes the municipality's stormwater program and serves as the mechanism for the implementation of statewide basic requirements (within 12 months from effective date of permit authorization).**
2. **Adopt and reexamine a municipal stormwater management plan (or adopt amendments to an existing stormwater management plan) in accordance with N.J.A.C. 7:8-4.2 (within 12 months from effective date of permit authorization).**
3. **Adopt a municipal stormwater control ordinance(s) in accordance with N.J.A.C. 7:8 (within 12 months from the adoption of, or adoption of amendments to, a municipal stormwater management plan).**
4. **Adopt a Pet Waste Ordinance (within 18 months from effective date of permit authorization).**
5. **Adopt a Litter Ordinance (within 18 months from effective date of permit authorization).**
6. **Adopt a Yard Waste Ordinance (within 18 months from effective date of permit authorization).**
7. **Adopt an Improper Waste Ordinance (within 18 months from effective date of permit authorization).**
8. **Adopt a Wildlife Feeding Ordinance (within 18 months from effective date of permit authorization).**
9. **Adopt an ordinance prohibiting illicit connections to the MS4 (within 18 months from effective date of permit authorization).**

Submission of all deliverables to:

Bruce S. Friedman
Bureau of Nonpoint Pollution Control
PO Box 029, Trenton, NJ 08625-0029

**GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WILLINGBORO**

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: WQ04-134

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs					
Specify:	\$20,619	\$20,619	\$0		

D. Audit					
Subtotal Direct Costs					
Less Program Income					
Total Direct Costs					
Indirect Costs					
TOTAL PROJECT AMOUNT	\$20,619	\$20,619	\$0		

TOTAL GRANT AMOUNT is the sum of "Federal" and "State" column totals \$ **\$20,619**

the sum of "Federal" "State" and "Other" column totals \$ _____

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

CERTIFICATION*

I, Marie Annese, [] municipal clerk [] county clerk [] utilities Authority Clerk
 (print name)
 [] (other, specify) _____ of Willingboro Township
 (print Grantee's name)
 certify that this resolution was duly adopted by Willingboro Township Council at a
 (print name of Grantee's governing body)
 meeting duly held on the 4th day of May, 2004; that this resolution has not been amended or repealed; and that it
 remains in full force and effect on the date I have subscribed my signature. **

Marie Annese

(signature) *

Marie Annese

(print name)

Township Clerk

(print title)

Date: May 6, 2004

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General..

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: Barry Chalofsky
(signature)

Barry Chalofsky, P.P.

(print name)

Chief, Bureau of Nonpoint Pollution Control

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED: TOWNSHIP OF WILLINGBORO
(print Grantee's name; all capitals)

By: Joanne M. Diggs
(signature)

(Print name)
Joanne G. Diggs
Director of Finance

(print title)

Date: 4/30/04

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Samuel A. Wolfe

(print name)
Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form [X] has [] has not been provided to the Granting Agency by the Deputy Attorney General..

APPROVAL OF GRANTING AGENCY

DIVISION OF WATER QUALITY

(print name of Granting Agency; all capitals)

By: Barry Chalofsky
(signature)

Barry Chalofsky, P.P.

(print name)

Chief, Bureau of Nonpoint Pollution Control

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED: TOWNSHIP OF WILLINGBORO

(print Grantee's name; all capitals)

By: Joanne M. Diggs
(signature)

(Print name)
Joanne G. Diggs
Director of Finance

(print title)

Date: 4/30/04

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Samuel A. Wolfe

(print name)
Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____

RESOLUTION NO. 2004 - 66
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

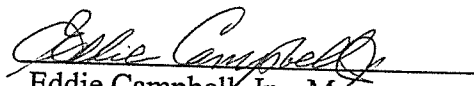
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/4, 2004, that an Executive Session closed to the public shall be held on 5/4, 2004, at 8:25 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 - 67
**A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.**

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


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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/11, 2004, that an Executive Session closed to the public shall be held on 5/11, 2004, at 7:50 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 – BUDGET TO BE READ BY TITLE


WHEREAS, N.J.S.A. 40a:4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body providing that at least one week prior to the date of hearing a complete copy of the approved budget, as advertised, has been posted at the Municipal Complex and copies have been made available by the Clerk to persons requiring them; and

WHEREAS, these two conditions have been met,

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

Roll Call Vote:

Councilman Ayer
Councilwoman Collins
Councilman Stephenson
Deputy Mayor Ramsey
Mayor Campbell


Eddie Campbell, Jr.
Mayor

Attest:



Marie Annese, RMC
Township Clerk
May 11, 2004

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2004 - 68

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2004-2005 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.

Whereas, the 2004-2005 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

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

Whereas, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2004-2005 budget, and

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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 17th day of May, 2004, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2004-2005 school budget year:

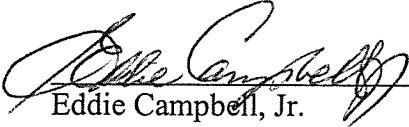
Original Tax Levy appearing on the ballot at the 2004 Annual School Election	\$20,785,098.00
Amount of Reduction to tax levy for base budget	- 0 -
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation for school purposes	\$20,785,098.00

and

Township of Willingboro
Resolution No. 2004 - (Certifying the 2004-2005 School Budget)
May 17, 2004
Page 2


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

Be It Further Resolved that certified copies of this Resolution shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.


Eddie Campbell, Jr.
Mayor

It is hereby certified that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 17, 2004.

It is further certified to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2004-2005 school budget year.


Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

May 19, 2004

County Superintendent of Schools
Burlington County Office Building
49 Rancocas Road
Mount Holly, New Jersey 08060

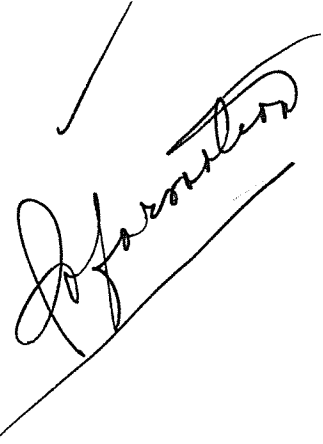
Dear Sir:

Enclosed is a certified copy of Resolution No. 2004 – 68 certifying the amount necessary to be appropriated for the 2004-2005 budget of the Willingboro Township School District. The resolution was adopted by Willingboro Township Council at their meeting of May 17th.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma



May 19, 2004

Mr. Alonzo Kittrels
Superintendent of Schools
Country Club Administration Building
440 Beverly Rancocas Road
Willingboro, New Jersey 08046

Dear Superintendent Kittrels:

Enclosed is a certified copy of Resolution No. 2004 – 68 certifying the amount necessary to be appropriated for the 2004-2005 budget of the Willingboro Township School District. The resolution was adopted by Township Council at their meeting of May 17th.

Also enclosed is the transcript of the minutes of the May 17th meeting which relate to the School Budget.

If you have any questions please feel free to call. Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
cc: Township Council
Township Solicitor
Township Manager
Finance Director

Willingboro Township Council Meeting of May 17, 2004 Portion dealing with the 2004-2005 School Budget

Resolution No. 2004 – 68, Certifying the Amount Necessary to be Appropriated for the 2004-05 Budget of the Willingboro Township School District.

On Motion to approve by Councilman Ayrer

Seconded by Councilwoman Collins

Discussion

Deputy Mayor Ramsey: I want to note for the record that the School Board through its duly appointed Superintendent has visited the Council since the defeat of the budget, responded to a number of very detailed important questions substantially to the satisfaction of the Township Council – knowing that there are a few unsettled answers – but I think that from our point of view, and for the public to recognize that we have given the School Board's budget a sufficient amount of examination – a thorough and efficient examination and we're ready to vote on it on the anniversary of Brown vs. the Board, Topeka, Kansas. Keeping that in mind and not knowing how the other Council members are going to vote, I think that we say and do enough to enable our students to be competitive with other students in the district – if not this year, some time in the foreseeable future.

Councilman Stephenson: Speaking of Brown I'd like to comment that many of the gains that were made during the 50's and the 60's were made not because of desegregation, but they were made because there were educational systems with teachers and a sense of community in which there were high expectations for black Americans to achieve and they in fact did. We have a plethora of leadership that came out of that kind of a system and though it is true that equity in education does require the physical barriers being removed, and the removal of many of those physical barriers, some of the wisdom in terms of how much we accomplished destroyed those communities from which excellent education came in spite of the fact that there were few resources.

I just wanted to put that on the record.

Councilman Ayrer: We are, I think, in a situation where the Superintendent has pretty much shown that there is not an awful lot to cut from this budget without harming the kids. There may be a dollar here and there but it's not enough to make it worth the effort to make the cut. I think, shown by his efforts that he has cut quite a bit just to bring it down to no tax increase. So I'm quite happy to vote for not reducing the budget by any amount and voting for it the way it is.

Councilwoman Collins: I agree that we should not further cut this budget. I was most impressed with the Administration and Board's 6.3 million dollar cut and the work they did to get to that. I believe that we as a Council, one of our biggest concerns should be to support the educational system in this town and I think that the township and the school district go hand in hand and we know that they are counter dependent upon each other. People frequently move to, or out of a town, based on the school. And, as a community,

the community will only be enhanced if the school district can continue to raise test scores, continue to attract teachers of quality and it's hard to do when prices are going up on everything. The No Child Left Behind Act and state mandates continue to drive cost up as well as health insurance and teacher's contracts. I think that we have an obligation to support this budget, to not make any cuts and to be there to work with the school district for the betterment of the entire community that we are all elected to be responsible for and I will vote to approve it as is.

Mayor Campbell: I feel after our examination of the budget that the programs that have been ... by the Board of Education and the Superintendent, are programs that will do nothing but enhance education in our school system. I believe that it will provide thorough and efficient education to those children. For all the reasons that have been mentioned I will vote yes on the budget – no cuts.

Councilman Stephenson: I believe that my examination of the budget indicates a growing central administration and one that, over the years, has not demonstrated to me, through my research, that adequate support has been given to schools, to principals in particular, that supervisors, as many as there are, have not been in classrooms during demonstration lessons evaluating teachers, improving instruction and that a lot of what we see in terms of incremental progress is the sweat equity of people in the trenches. So, as the central administration continues to build, I would recommend strongly that they demonstrate efficacy and that this not just become a case of bringing more and more people on board who are not effectively getting into the trenches with the teachers and with the administrators and with parents in particular.

Deputy Mayor Ramsey: I'd like to add one other thing, maybe two. First I'd like to echo the Superintendent along with Councilman Stephenson in terms of expectations and just say – as a communication to the School Board and the Administrators of the school system that their expectations for every student in our system should be A – no less than A achievement. I think the Superintendent and Paul are absolutely right, if you have low expectations or mediocre expectations, that's what you get. I would like to see the budget that the school administration puts together next year is accepted by the citizens of the town, and I think that will only happen if they can see incremental achievement throughout the whole system – not just in the scores but in the attitude and the decorum of the students. I think that's absolutely critical.

My other comment, we'll let that go unsaid.

Mayor Campbell: I concur with that wholeheartedly – decorum and attitude is a major portion of why test scores are where they are. Any other comment?

I would like to state that the citizens have demanded that the one thing in particular – test scores – is only a minute part of the problem – that test scores should reach an acceptable level or they would like to see some changes made. That's what they tell us. They elected us to tell the School Board that – I would assume. I'm asking that that be put into the record.

Page 3

Deputy Mayor Ramsey: And let a copy of these comments be transcribed forthwith and submitted to the Superintendent and hopefully, by him, to his staff and his teaching staff. This is a big problem for us.

Mayor Campbell: Yes it is.

Deputy Mayor Ramsey: It's a major problem for us. They need to show more conscientiousness and demand that these children achieve A level work. And get those libraries straightened out right away. That's a sin – letting those libraries deteriorate.

Mayor Campbell asked if there were any further comments – there were none.

Roll Call Vote:	Councilman Ayrer	Yes
	Councilwoman Collins	Yes
	Councilman Stephenson	No
	Deputy Mayor Ramsey	Yes
	Mayor Campbell	Yes

Motion carried, Resolution No. 2004 – 68 is adopted.

2004-69

RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2004 was approved on the 6th day of April, 2004, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2004 be made:

Recorded Vote

Aye Councilman Ayrer
Councilwoman Collins
Councilman Stephenson
Deputy Mayor Ramsey
Mayor Campbell

Nay None

Abstained None

Absent None

	<u>From</u>	<u>To</u>
CURRENT FUND - REVENUES		
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations		
Clean Communities Program	\$52,000.00	\$25,695.87
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations	905,731.31	879,427.18

Summary of Revenues

3. Miscellaneous Revenues:		
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations	905,731.31	879,427.18
Total Miscellaneous Revenues	8,271,200.00	8,244,895.87
5. Subtotal General Revenues	11,571,200.00	11,544,895.87
7. Total General Revenues	29,371,600.00	29,345,295.87


CURRENT FUND - APPROPRIATIONS

(A) Operations - Within "CAPS"		
Insurance		
Employee Group Insurance Buyback	-0-	\$46,000.00
Total Operations Within "CAPS"	\$17,286,738.33	17,332,738.33
Detail:		
Other Expenses	5,724,755.00	5,770,755.00
(H-1) Total General Appropriations for Municipal Purposes Within "CAPS"	18,184,833.33	18,230,833.33
(A) Operations - Excluded from "CAPS"		
Insurance		
Employee Group Insurance Buyback	46,000.00	-0-
Total Other Operations Excluded from "CAPS"	4,230,538.00	4,184,538.00
Public and Private Programs Offset by Revenues		
Clean Communities Act	52,000.00	25,695.87
Total Public and Private Programs Offset by Revenues	779,298.81	752,994.68
Total Operations - Excluded from "CAPS"	5,039,836.81	4,967,532.68
Detail:		
Other Expenses	4,777,805.81	4,705,501.68
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	9,115,841.67	9,043,537.54
(O) Total General Appropriations - Excluded from "CAPS"	9,115,841.67	9,043,537.54
(L) Subtotal General Appropriations {Items (H-1) and (O)}	27,300,675.00	27,274,370.87
9. Total General Appropriations	\$29,371,600.00	\$29,345,295.87

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

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the May 17, 2004

Certified by:


Township Clerk

May 17, 2004

RESOLUTION NO. 2004 – 70

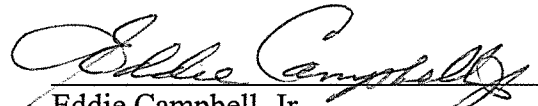
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments and paid to 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 25th day of May, 2004, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

<p> MTG. SERVICES ATTN: CASEY BEELEY RECOVERY DEPT PO BOX 23750 ROCHESTER, NY 14692-9928 BLOCK 334 LOT 27 41 PERENNIAL LANE PAID ON WRONG PROPERTY </p>	<p>\$784.96</p>
<p> TRANSCONTINENTAL TITLE CO. 2605 ENTERPRISE ROAD EAST SUITE 200 CLEARWATER, FL. 33759 BLOCK 325 LOT 15 5 PENNY PACKER DRIVE OVERPAYMENT TAXES </p>	<p>724.28</p>
<p> GATEWAY FUNDING 300 WELSH ROAD BLDG 5 HORSHAM, PA 19044 BLOCK 324 LOT 10 44 PARSON LANE OVERPAYMENT TAXES </p>	<p>761.34</p>
<p> CITIMORTGAGE INC. 5280 CORPORATE DRIVE DEPT. 1009 FREDERICK, MD. 21703 BLOCK 1019 LOT 10 37 NORMANDY LAND OVERPAYMENT TAXES </p>	<p>995.99</p>
<p> MCCURRY, GLORIA D & JOSEPH 16 EDGEWATER LANE WILLINGBORO, NJ 08046 BLOCK 826 LOT 3 16 EDGEWATER LANE OVERPAYMENT TAXES </p>	<p>1819.57</p>
<p> MORTGAGE CHAMPS SETTLEMENT 1424 EASTON RD. SUITE 100A HORSHAM, PA 19044 BLOCK 1002 LOT 7 22 NEEDWOOD LANE OVERPAYMENT TAXES </p>	<p>809.13</p>

JAMES, RAYMOND & SHARON
%PELINO & OUNAN ATTY
EDGEWATER COMMONS
BLDG. TWO
81 TWO BRIDGES RD.
FAIRFIELD, N.J. 07004
BLOCK 635
LOT 17
32 HOLSTONE LANE
OVERPAYMENT TAXES

\$803.21

CLEAR ADVANTAGE TITLE INC.
2052 HIGHWAY 35 SUITE 102
WALL, N.J. 07719
BLOCK 805
LOT 81
72 EAST RIVER DRIVE
OVERPAYMENT TAXES

1047.93



TOWNSHIP OF WILLINGBORO

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

May 19, 2004

Mr. Jorge Carmona
Division of Local Government Services
P. O. Box 803
Trenton, New Jersey 08625

Dear Mr. Carmona:

Attached please find two certified copies of the Resolution to Amend Budget, which was adopted by Willingboro Township Council at their meeting of May 17, 2004. The resolution is to be published on Friday, May 21st and the public hearing is scheduled for Tuesday, May 25th at 7:15 PM.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2004 - 71

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

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


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

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

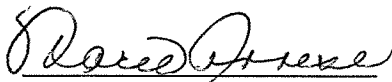
WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of May, 2004, hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates James Gray as Willingboro Recycling Coordinator to ensure that the said application is properly filed.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 72
**A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.**

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


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

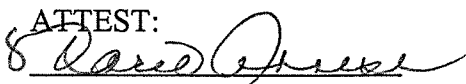
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/25, 2004, that an Executive Session closed to the public shall be held on 5/25, 2004, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

✓

RESOLUTION NO. 2004 - 73

WHEREAS, the Foster Military Lodge Temple Association, High Twelve Craftsman's Club has applied for renewal of their Club License pursuant to R.S. 33:1-46,1; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of June 2004, that the Township Council makes the following findings.


- (1) The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- (2) The Officers and Directors of the applicant club is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- (3) The club shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- (4) No officer or member of the governing board of the applicant club has been convicted of a disqualifying offense pursuant to Title 33; and
- (5) It is appropriate and in the public interest to approve the renewal of a club license for the Foster Military Lodge Temple Association, High Twelve Craftsman's Club #0338-31-004-001 for the period July 1, 2004 through June 30, 2005; and

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

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


Eddie Campbell, Jr., Mayor

Attest:


Marie Annese, RMC, Twp. Clerk

RESOLUTION 2004-74
WILLINGBORO TOWNSHIP

**RESOLUTION AWARDING BID FOR RESALE AND RENTAL HOUSING
OCCUPANCY INSPECTIONS**

WHEREAS, one bid was received by the Municipal Clerk of the Township of Willingboro on May 7, 2004 for Resale and Rental Housing Occupancy Inspections; and

WHEREAS, the Township Council has reviewed the recommendation made by the Manager to accept said bid; and

WHEREAS, it is in the best interest of the Township to accept the bid of RPZ, Inc., 525 E. State Street, Doylestown, Pennsylvania, 18901; and

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

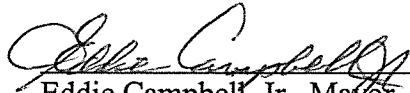
WHEREAS, the Finance Director has determined that sufficient funds are available as evidenced by Finance Director's Certification attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 1st day of June 2004 that the contract to provide Resale and Rental Housing Occupancy Inspections be and the same is hereby awarded to RPZ, Inc. on their bid of \$55.00 per inspection and \$35.00 per re-inspection.


BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute the contract with RPZ, Inc., which contract shall expire within one year of the date of this resolution, provided however that the Township Council shall have the option to renew the contract for a period not to exceed one additional year.

BE IT FURTHER RESOLVED, that the bid shall be recorded within the minutes of this meeting;

I hereby certify the foregoing to be a true copy of a resolution adopted by the Willingboro Township Council at a meeting held on June 1, 2004.


Eddie Campbell, Jr., Mayor

Attest:


Marie Annese, RMC
Municipal Clerk

Bid Return Sheet –(3 mailed out – 1 received) Housing Occupancy Inspections – May 7, 2004 -
Opened by Mr. Mason at 10:30 P.M. Also present were Edith Baldwin, Deputy Township Clerk,
and Loretta McKoy, Principal Clerk.

HOUSING OCCUPANCY INSPECTIONS

BID RETURN

RPZ, INC.

Cost of initial inspection – including one
Reinspection if necessary.....\$55.00.....

Cost per inspection for subsequent inspection.....\$35.00.....

Hourly rate for testifying in court, if necessary.....\$Waived.....

Bid Requirements

- | | | | |
|----|----------------------------------|---|-------------|
| 1. | Bid Bond | As per Mr. Mason –waived/no \$ amount calculated | |
| 2. | Certificate of Consent of Surety | | |
| 3. | Disclosure statement | |X..... |
| 4. | Non-Collusion Certification | |X..... |
| 5. | Affirmative Action (Form AA-302) | |X..... |
| 6. | Any other documents | |X..... |

To Mr. Mason for his review and recommendation
cc: Mayor, Council & Twp. Mgr.
/eb

WILLINGBORO TOWNSHIP

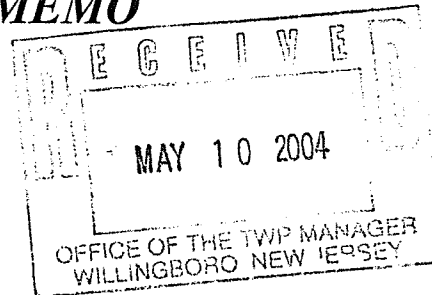
INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE
TOWNSHIP MANAGER

FROM: LEONARD MASON
DIRECTOR OF INSPECTIONS

DATE: MAY 10, 2004

SUBJECT: BID RECOMMENDATION FOR HOUSING INSPECTIONS



I have reviewed the bid documents for RPZ, Inc. for housing inspections. I am recommending the bid be awarded to RPZ, Inc. to conduct our housing and fire inspections. The company is also qualified to assist us in doing multiple dwelling inspections for the apartment units under construction at the Town Center. If you require any additional information concerning the bid, please let me know.

Leonard Mason
Leonard Mason
Director of Inspections

LM:lamm

*Marie approval pending Solicitor Review
and approval*

AGREEMENT FOR RESALE AND RENTAL HOUSING OCCUPANCY INSPECTIONS

This Agreement made on this 15th day of June, 2004 by and between, the Township of Willingboro, located at Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 in the County of Burlington, (hereinafter Township) and RPZ, Inc., located at 525 E. State Street, Doylestown, Pennsylvania, 18901; (Theresa Sturgeon, President; Primary Inspectors: Duane Wallace having License No. MD0612 and Home Inspector License No. 24G100022900 and Michael Schaffer having License No. MD0590 and Fire Official /Inspector No. 102185) (hereinafter RPZ, Inc.); and

WHEREAS, RPZ, Inc., being duly authorized and engaged in the business of inspections of all types of housing, pursuant to the New Jersey Housing code and Fire safety codes; and

WHEREAS, the Township, having accepted RPZ, Inc.'s bid to provide Resale and Rental Housing Occupancy Inspections for the Township of Willingboro, by Resolution No. 2004- 74, in accordance with its proposal for services as Housing Official and Code Enforcement Officer for the Township of Willingboro; and

NOW THEREFORE AND in consideration of the mutual covenants and agreements contained herein, the parties intending to be bound agree that:

1. RPZ, Inc., shall at all times comply with the laws of the State of New Jersey and local ordinances of the Township of Willingboro, in the conduct of any and all business on behalf of the Township of Willingboro;
2. RPZ, Inc., shall conduct interior and exterior Resale and Rental Housing Occupancy Inspections of housing dwellings, in accordance with the Request for Proposals for which this contract has been awarded, to determine compliance with the New Jersey State Housing Code, state and local building and zoning codes of the State of New Jersey and Township of Willingboro ordinances (respectively), with respect to health, habitability, maintenance, use, and occupancy;
3. RPZ, Inc., shall conduct inspections for smoke and carbon monoxide detector certifications;
4. RPZ, Inc., shall report findings of inspections using the New Jersey Housing Code and Uniform Inspection Report as a guide;
5. RPZ, Inc., shall approve or deny occupancy certification;
6. RPZ, Inc. shall prepare reports to the court and testify in court, as may be required in individual cases;

7. RPZ, Inc. shall provide services in accordance with New Jersey Department of Personnel, Job Specification 01285 "Code Enforcement Officer;"
8. RPZ, Inc. shall report to the Director of Code Enforcement and accept the day to day supervision of the Senior Code Enforcement Officer;
9. RPZ, Inc. shall submit billings on a monthly basis for payment within 30 days of coming due, which shall be reviewed by the Director of Inspections and same shall be paid upon approval within 30 days of billing;
10. RPZ, Inc. shall adhere to the rates for which the bid was awarded, specifically, \$55.00 for each inspection and \$35.00 for each re-inspection of each dwelling place, moreover, an interior and exterior inspection of one dwelling shall constitute a single inspection;
11. RPZ, Inc. shall secure, maintain provide proof of liability, automobile liability insurance and worker's compensation insurance coverage and renewal for any and all of its employees who provide services to the Township;
12. RPZ, Inc., shall indemnify, defend and hold harmless, the Township and its employees from any and all claims, demands, suits, actions, costs and expenses therewith on account of the loss of life, property or injury or damage to the person body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied by RPZ, Inc., to the Township under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

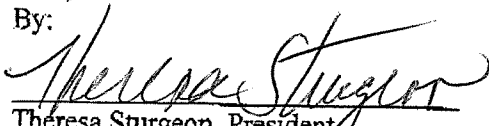
The parties do further agree that:

1. The Township shall provide payment to RPZ, Inc., in accordance with this agreement within 30 days of billing and after approval of the billing submitted to the Director of Inspections;
2. The Township shall not be liable to RPZ, Inc., for any payroll taxes, including federal, state and local taxes for its employees. The employees of RPZ, Inc., shall not be treated as an employee with respect to this contract for services performed for federal or state tax purposes. RPZ shall be responsible to pay all taxes as mandated by law;
3. The Township shall not provide nor shall RPZ, Inc. employees participate in any employer benefit of the Township, including pension, health or other fringe benefits.
4. The Township shall not obtain worker's compensation insurance on behalf of the employees of RPZ, Inc., who provide services to the Township. RPZ, Inc., shall comply with the worker's compensation law concerning its business and its employees

5. The Township may terminate this agreement without cause by giving 30 days written notice to the other party of its intent to terminate this contract. During the 30 day period after such notice is sent, the parties shall continue to act toward each other in good faith.
6. The failure of either party to this agreement to exercise any of its rights under this agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
7. RPZ, Inc., has no authority to enter into contracts or agreements on behalf of the Township. This agreement does not create a partnership between the parties.
8. RPZ, Inc., declares and states that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
9. Any notice given in connection with this agreement shall be given in writing and delivered either by hand to the party's representative (Director of Inspections or President of RPZ, Inc.) or by certified mail, return receipt requested to the Township Municipal Clerk. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
10. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New Jersey.
11. This is the entire Agreement between the parties and it cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by each of the parties.
12. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.
13. This agreement shall commence on this 15th day of June, 2004 and shall expire one year thereafter. The Township shall have the option, in its sole discretion, to extend the expiration date of the contract for a period not to exceed one additional year.

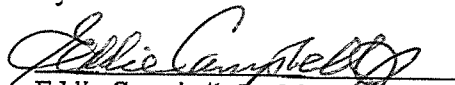
RPZ, Inc.

By:


Theresa Sturgeon, President

Township of Willingboro

By:


Eddie Campbell, Jr., Mayor

**RESOLUTION NO. 2004 – 75
OPPOSING ASSEMBLY 2073 AND SENATE 1558**

WHEREAS, as currently written, A-2073 and S-1558 (aka New Jersey Civil Rights Act) will prove expensive to municipalities.

WHEREAS, under this legislation, any allegation that due process was deficient will subject a municipality to potential fee shifting that requires the municipality to pay the complaining party's attorneys fees.

WHEREAS, almost every appeal of a municipal decision invariably involves an allegation concerning due process. Examples of matters that will become subject to fee shifting include decision relating to zoning variances, site plan applications, building permits, Board of Health applications; licenses of all sorts and personnel matters.

WHEREAS, the availability of fee shifting will encourage additional litigation and will make these cases more difficult to settle.

WHEREAS, while the cost of this bill cannot be determined to any degree of certainty, the cost to New Jersey municipalities could easily be in the range of \$25 to \$50 million per year or more.


WHEREAS, the last time fee shifting was extended to a new class of liability was in 1994 when the Court opened the floodgates to hostile workplace litigation in the Toys R Us decision. As a result, the cost of Public Officials and Employment Practices Liability lawsuits against New Jersey municipalities tripled to approximately \$25 million per year.


WHEREAS, the New Jersey League of Municipalities and the Municipal Excess Liability Joint Insurance Fund are negotiating amendments that will prevent an unnecessary increase in municipal costs while still protecting civil rights.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, that the legislature be urged to exempt municipalities from A-2073 and S-1558.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to each legislature who represents Burlington County as well as the Governor, Senate President and Assembly Speaker.

Attest:


Marie Annese, RMC
Township Clerk


Eddie Campbell, Jr.
Mayor



Municipal Excess Liability Joint Insurance Fund

Park 80 West, Plaza One
Saddle Brook, New Jersey 07663
Tel (201) 587-0555
Fax (201) 587-8662

u/none All

LEGISLATIVE ALERT

May 25, 2004

Re: Assembly 2073 and Senate 1558

As currently written, A-2073 and S-1558 (aka the New Jersey Civil Rights Act) will prove extremely expensive to municipalities. While the cost cannot be determined to any degree of certainty, the impact on municipalities could easily be in the range of \$25 to \$50 million per year.

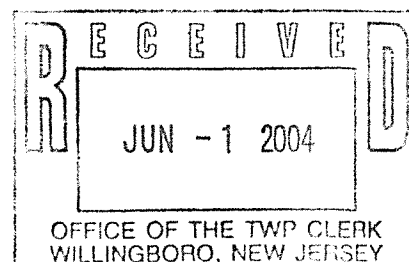
Under this legislation, any routine appeal of a municipal decision becomes a civil rights matter if there is any allegation that due process was deficient. When this occurs, the municipality will be required to pay the other party's legal bills if the court finds due process deficiencies. This is known as fee shifting. The problem is that almost every appeal of a municipal decision invariably involves an allegation concerning due process. Examples of matters that will become subject to fee shifting include decisions relating to zoning variances, site plan applications, building permits, Board of Health applications, licenses of all sorts and personnel matters. Fee shifting will encourage litigation and will make these cases more difficult to settle.

The last time fee shifting was extended to a new class of municipal lawsuits was in 1994 when the Court opened the floodgates to hostile workplace litigation in the Toys R Us decision. As a result, the cost of Public Officials and Employment Practices Liability lawsuits against New Jersey municipalities tripled to approximately \$25 million per year. It would be reasonable to project that the impact of A-2073 and S-1558 will equally as severe.

Therefore, we request that you adopt the attached resolution and ask your legislators to amend the legislation to exempt municipalities from this legislation. The MEL is working closely with the League of Municipalities to negotiate appropriate wording for the amendment. However, time is of the essence because the Senate is scheduled to vote on the bill on June 10th.

Sincerely yours,

David N. Grubb
Executive Director



RESOLUTION OF OPPOSING ASSEMBLY 2073 AND SENATE 1558

Whereas: As currently written, A-2073 and S-1558 (aka the New Jersey Civil Rights Act) will prove extremely expensive to municipalities.

Whereas: Under this legislation, any allegation that due process was deficient will subject a municipality to potential fee shifting that requires the municipality to pay the complaining party's attorneys fees.

Whereas: Almost every appeal of a municipal decision invariably involves an allegation concerning due process. Examples of matters that will become subject to fee shifting include decisions relating to zoning variances, site plan applications, building permits, Board of Health applications, licenses of all sorts and personnel matters.

Whereas: The availability of fee shifting will encourage additional litigation and will make these cases more difficult to settle.

Whereas: While the cost of this bill cannot be determined to any degree of certainty, the cost to New Jersey municipalities could easily be in the range of \$25 to \$50 million per year or more.

Whereas: The last time fee shifting was extended to a new class of liability was in 1994 when the Court opened the floodgates to hostile workplace litigation in the Toys R Us decision. As a result, the cost of Public Officials and Employment Practices Liability lawsuits against New Jersey municipalities tripled to approximately \$25 million per year.

Whereas: The New Jersey League of Municipalities and the Municipal Excess Liability Joint Insurance Fund are negotiating amendments that will prevent an unnecessary increase in municipal costs while still protecting civil rights.

NOW, THEREFORE BE IT RESOLVED by the (governing body name) of the (municipality name) that the legislature be urged to exempt municipalities from A-2073 and S-1558.

Be it further resolved that a copy of this resolution be forwarded to each legislator who represents _____ County as well as the Governor, Senate President and Assembly Speaker.

Adopted this ___ day of ___, 2004

RESOLUTION NO. 2004 - 76
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

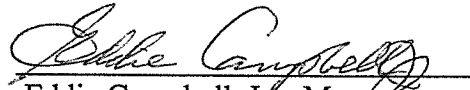
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6/1, 2004, that an Executive Session closed to the public shall be held on 6/1, 2004, at 7:50 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

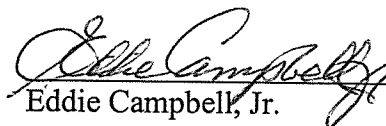
RESOLUTION NO. 2004 - 77

WHEREAS, the Willingboro Township Public Works 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 1st day of June, 2004, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2001 through December 31, 2006 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works 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

June 4, 2004

Mr. Brian Wood, President
Willingboro Township Public Works
Supervisors Association
Public Works Garage
Industrial Drive
Willingboro, New Jersey 08046

Dear Mr. Wood:

Enclosed please find a certified copy of Resolution No. 2004 – 77 adopted by Willingboro Township Council at their meeting of June 1, 2004.

Also enclosed is a fully executed copy of the collective bargaining agreement 2001 through 2006.

If you have any questions do not hesitate to call.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Encl.

TO: DENISE M. ROSE, TOWNSHIP MANAGER


FROM: WILLINGBORO TOWNSHIP PUBLIC WORKS SUPERVISORS ASSOCIATION

DATE: JUNE 3, 2004

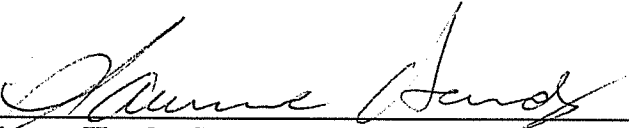
SUBJECT: COLLECTIVE BARGAINING AGREEMENT 2001 THROUGH 2006

We the undersigned agree to waive legal representation for the Collective Bargaining Agreement for the years January 1, 2001 through January 1, 2006. This is ONLY for negotiation purposes regarding the above named contract.

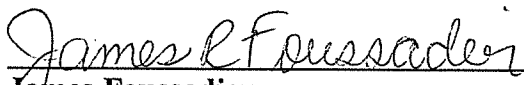
Our attorney, Leo Dubler, is aware of this waiver.



Brian Wood, President



Larry Hardy, Secretary



James Foussadier

Collective Bargaining Agreement

Between the

**Willingboro Public Works
Supervisors Association**

And the

Township of Willingboro

Preface

This Agreement, is made and entered into this ____ day of _____, 2004, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Supervisors Association, hereafter referred to as the "Association".

In consideration of the mutual promises contained herein, it is Hereby Agreed as follows:

Article I: Recognition

A. In order to promote harmonious relations between the Township and the Association, in the best interests of 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.

B. The Township recognizes the Association as the sole and exclusive collective negotiating representative for full-time Association Members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Association in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.

C. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

D. References to males shall include females, and references to females shall include males.

Article II Negotiation of Successor Agreement

A. Consistent with NJSA 34:13A-1 et seq., as set forth in this Agreement with the Association, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the Association members, which terms or conditions have not been preempted by statute or regulation.

B. Not later than September 2005, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

C. During negotiations the Township and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The costs incurred by either party for the services of consultants, professionals or lay representatives, shall be paid by the party utilizing the service and incurring the cost.

D. Whenever members of the bargaining unit are mutually scheduled by the parties herein to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article III – Grievance Procedure

- A. A “grievance” is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.
- B. A “grievant” is the employee or employees, or the Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.
- C. A “party in interest” is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days.
- F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association’s designated representative, with the objective of resolving the matter informally.
- G. Level Two: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within a fifteen (15) day period, an aggrieved person may verbally or in writing present the grievance to the Department Director within fifteen (15) days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonable have known of its occurrence. The Department Director shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Township Manager and to the Association.
- H. Level Three: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the fifteen (15) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Manager within fifteen (15) days after the decision is rendered or after the expiration of the fifteen (15) 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 and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Association. The Township Manager shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Township Manager shall be rendered in writing, within fifteen (15) days after the grievance is presented to the Township Manager with copies to the Association.

I. Level Four: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Three, the Association may, within fifteen (15) days after the decision of the Township Manager or within fifteen (15) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, 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 the N.J.A. 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.

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

K. Any grievant may represent himself/herself through Level Two of this procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association.

L. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

M. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence at Level Three.

N. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

O. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article IV – Employee Rights and Privileges

- A. Pursuant to NJSA 34:13A-1 et seq. The Township agrees that every employee of the Township shall have the right freely to organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to Association membership, shall have the right freely to organize, join and support the Association and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Association or its affiliate. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Department of Personnel Rules and Regulations.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- G. Any criticism by a supervisor, or Township Official of an employee regarding his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.
- H. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws.

Article V – Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying, to the Association, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations.

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Association to process any grievance or complaint.

The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Association shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

C. Representatives of the Association shall be permitted to transact official Association business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday.

D. The Association shall have in each building or work site the use of space on a bulletin board in lounges and dining rooms and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association shall have the right to use facilities when these facilities are not in use. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Association shall pay for any materials or supplies in connection with such use. The Association shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

G. The Association majority representative or its representatives shall be granted five (5) days to attend Union business at seminars, workshops, etc.

H. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Association conventions and meetings or for the conduct of Association business. The allowed time may be divided among more than one employee in units of no less than one-half days. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Association representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

Article VI – Management Rights

The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

Article VII – Seniority

A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department.

B. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employee's last names.

C. The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Association upon reasonable request.

D. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time the employee with the most seniority shall receive a preference.

E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff.

Article VIII – Job Posting

A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.

C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decisions making in accordance with applicable law.

Article IX – Work Year

A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the work year shall consist of 2,080 hours (forty (40) hours per week for fifty-two (52) weeks).

B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick Time this amount shall be deducted from the member's last payroll check.

Article X – Hours of Work

A. The workweek for members of this Unit shall be forty (40) hours.

B. The operating hours are generally from 7:00 a.m. to 3:30 p.m. or as needed.

C. Lunch Periods and Breaks

1. Each employee shall be entitled to a half hour unpaid lunch period.
2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and on usually scheduled in the afternoon.

D. Overtime shall be worked in accordance with procedures established by the Department Head.

E. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.

F. Changes in the work schedule shall require a two-week prior notice except in case of emergency or snow removal.

Article XI – Snow Removal

A. All hours beyond the employee's workday through midnight shall be paid at time and one-half.

B. All hours between 12:01 a.m. and 6:00 a.m. shall be paid at two times the rate of pay.

C. The Township shall afford each member the appropriate meals and breaks consistent with past practices.

Article XII – Emergency/Call-Outs

A. Effective January 1, 2004 each member shall have the sum of Three Thousand Five Hundred (\$3,500.00) Dollars added to the member's applicable base pay. This covers the first one hundred and fifty hours (150) hours of any emergency/call-out for the period of the year it is paid. Exceptions are snow removal operations and extensions of the work day..

B. Any overtime accrued for emergency/call-outs after the first one hundred and fifty hours (150) hours shall be paid at time and one half.

C. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed in conformance with applicable rules as governed by the FLSA.

Article XIII – Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the Township Manager has approved the accumulation. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.

B. Employees who choose compensatory time may utilize it with a written request and approval by the Department Head in accordance with procedures established by the Township. Compensatory time must be taken within three (3) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay. Maximum amount of compensatory time earned within one (1) year shall be one hundred sixty (160) hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at the equivalent rate of pay. Unused compensatory time can be carried over into a subsequent year, but paid at rate earned.

Article XIV – Salary and Wages

A. All members of the Willingboro Township Public Works Supervisors Association shall receive the following increases in their base salary:

Effective January 1, 2001 – 3.5% above the year 2000 base salary
Effective January 1, 2002 – 3.5% above the year 2001 base salary
Effective January 1, 2003 – 3.5% above the year 2002 base salary
Effective January 1, 2004 – 3.0% above the year 2003 base salary
Effective July 1, 2004 – .50% above the January 1, 2004 base salary
Effective January 1, 2005 – 3.0% above the year 2004 base salary
Effective July 1, 2005 – .25% above the January 1, 2005 base salary
Effective January 1, 2006 – 3.0% above the year 2005 base salary

B. It is understood and agreed that the lettered position in the salary schedules represents annual increments. All members shall be entitled to step increments annually established in the Township Policies.

C. It is understood that if a member is promoted to a higher position he/she shall receive a base salary that is at least 1 (one) increment greater than his/her previous base salary reflective immediately.

D. Any retroactive salary adjustments provided by this Agreement shall be paid within thirty (30) days after ratification and execution of this Agreement by the parties.

E. All annual salaries, as represented on the salary schedule, reflect the annual salary, which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above by 2080 for forty (40) hour per week employees.

Article XV – Uniforms

- A. The Township will replace uniforms in case of irreparable damage not caused by employee.
- B. All employees covered under this Agreement shall be provided with uniforms by the Township. It is understood and agreed that uniforms will be consistent with the Public Work Association (PWA) contract and provided as appropriately needed.
- C. Work Shoes – Effective January 1, 2004 the Township shall provide reimbursement to each employee for a maximum of two pairs of Work shoes per year. The maximum reimbursement per pair of shoes shall be One Hundred (\$100.00) Dollars.
- D. The Township shall supply all safety clothing and PPE necessary to perform all tasks assigned.

Article XVI – Holidays

The following days shall be recognized as holidays and employees shall receive a day off with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

- A. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday.

B. If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

C. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to time and one half times the employee's regular rate of pay for all hours worked on the holiday.

Article XVII – Vacation Leave

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day each completed month of employment.

B. Beginning with the second year of employment through and including seventh year of employment, fifteen (15) days per year.

C. Beginning with the eighth year of employment through and including the twelfth year of employment eighteen (18) days per year.

D. Beginning with the thirteenth year of employment twenty-three (23) days.

E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An Employer may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager.

F. An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

G. For purposes of calculating total earned vacation leave, one (1) day for a forty (40) hour per week employee shall be defined as consisting of eight (8) hours.

Article XVIII – Sick Leave

A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each month of employment.

C. Unused sick leave may be accumulated from year to year without limitation.

D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.

E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.

F. Sick leave is not to be used for personal business or as additional vacation days.

G. A doctor's certificate maybe required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:

- 1) An employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;
- 2) An employee is absent for five (5) consecutive days;
- 3) An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.

All employees must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.

H. Abuse of sick leave shall be cause for disciplinary action.

I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.

K. Whenever, the Township shall require that a physician selected by the Township provide the medical certification, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

L. Whenever, the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that is not covered by medical insurance.

M. For purposes of calculating total earned sick leave, a day for forty (40) hour per week Employee shall be defined as consisting of eight (8) hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

Article XIX – 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 of Seven Hundred (\$700.00) Dollars or personal days. If a cash payment is chosen, the payment shall be made within sixty (60) days after the end of the calendar year for which the incentive was earned, or an additional four (4) personal days or its hourly equivalent that shall vest in the member on the last day of the calendar year for which it was earned.. If the member elects to receive days instead of the cash payment, then four (4) 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.

Article XX – Accumulated Sick Leave

The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

A. For members employed by the Township whose accumulated sick leave has a value of more than Ten Thousand (\$10,000.00) Dollars as of April 1, 1993:

- 1) Payment will be made by the Township to the member or to the estate or the designated beneficiary of the 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.

B. If such a member shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to Ten Thousand (\$10,000.00) Dollars or less, then the maximum paid shall not exceed Ten Thousand (\$10,000.00) Dollars as provided herein.

C. For members employed by the Township whose accumulated sick leave has a value of less than Ten Thousand (10,000.00) Dollars as of April 1, 1993:

- 1) Payment will be made by the Township to the member or to the estate or the designated beneficiary of the 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, provided that the total payment shall not exceed Ten Thousand (\$10,000.00) Dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

D. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

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

Article XXI – Jury Leave

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:

- (a) has notified the Township immediately upon receipt of a summons for jury duty;
- (b) the employee has not voluntarily sought jury service
- (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
- (d) the employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon on that day in order to receive pay for that day.

Article XXII – Military Leave

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

Article XXIII – Leave of Absence for Death in Family

An employee will be allowed the following time off in the case of the death of:

- A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, or daughter-in-law, son-in-law, brother-in-law and sister-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one work week.
- B. Uncle, aunt, nephew, niece, cousin of the first degree, or significant other of the employee, the day of burial.
- C. Employees who need additional time beyond that provided in above may receive up to one (1) additional workweek of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

Article XXIV – Longevity Payments

For those members who were employed by the Township as of November 1, 1993, the longevity program shall continue in effect as it existed on that date, as follows:

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 above 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	One Increment
Completion of 12 years	Two Increments
Completion of 16 years	Three Increments
Completion of 20 years	Four Increments

For members employed on or after January 1, 1985. 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 above 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

No member hired by the Township on or after November 1 1993, shall hereafter become eligible for longevity payment.

Article XXV – Workers' Compensation Supplemental Pay

An employee who is receiving Workers' Compensation shall continue to be paid his/her regular salary by the Township as long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving Workers' Compensation temporary disability benefits or for a period of two (2) years, whichever is less.

Article XXVI – Insurance

A. Group Health Insurance

- 1) The Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan, which is more expensive, the employee will be responsible for the excess cost.

B. Group Dental Insurance

- 1) The Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. An employee who retires from the Township after completing twenty-five (25) years of full-time service with the Township of Willingboro and is at least fifty-five (55) years of age shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars. Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If the employee selects another benefit plan, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars annually. If a member drops his/her Township coverage, he/she may not return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

D. 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 the Association. In the event that the Association decides 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.

E. The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first (1st) pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's 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 amount of the payment shall not exceed Two Thousand (\$2,000.00) dollars or fifty (50%) percent (whichever is less) of the premium for the waived Hospitalization Medical/surgical-Major Medical insurance coverage; and Sixty (\$60.00) dollars per year for a waiver of the Dental coverage. If an employee elects to rejoin the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

Article XXVII – Disciplinary Proceedings

A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.

B. Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.

C. The Association shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

Article XXVIII – Replacement of Lost or Damaged 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 or One Hundred Twenty Five (\$125.00) Dollars for prescription lenses.

Article XXIX – Educational Payments and Training

A. It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours, educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.


B. The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Township Manager.

Article XXX – Term of Agreement


This Agreement shall be in full force and effective from January 1, 2001 through December 31, 2006, except where otherwise noted, and for the succeeding period of twelve (12) months unless either party shall notify the other in writing ninety (90) days prior to the expiration of this Agreement of its desire to negotiate a new contract. 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 the PWSA have caused this agreement to be executed by their proper officials.

ATTEST:

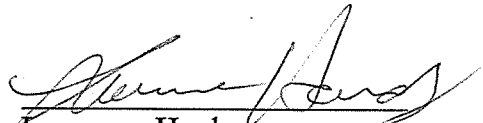

Marie Annese
Township Clerk

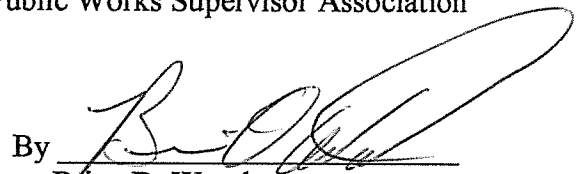
TOWNSHIP OF WILLINGBORO

By 
Eddie Campbell, Jr.
Mayor

ATTEST:

Willingboro Public Works Supervisor Association


Lawrence Hardy
Secretary

By 
Brian D. Wood
President

RESOLUTION No. 2004- 78
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON

A Resolution authorizing a contract for Professional Services by Croxton Collaborative Architects, P.C., to develop a Strategic plan for the development of the Willingboro Municipal Building and the John F. Kennedy Community Center.

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

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

WHEREAS, the Willingboro Township Council has determined that there exists a need for the strategic planning services to determine the most cost effective and efficient upgrade and expansion of existing and future uses of the Willingboro Municipal Building and the John F. Kennedy Community Center in the Township of Willingboro in the County of Burlington, State of New Jersey; and

WHEREAS, the services to be provided shall not exceed sum of \$36,000.00; and

WHEREAS, the Finance Director has certified that funds in the maximum amount of the contract is \$36,000.00 are available; and

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


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


1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Croxton Collaborative Architects, P.C., provided however that the agreement shall expire on July 10, 2004.

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

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

I hereby certify the foregoing to be a true copy of a resolution adopted by the Willingboro Township Council at a meeting held on June 1, 2004.


Marie Annese, Municipal Clerk


Eddie Campbell, Mayor

Certification Of Availability of Funds

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

Resolution Date: 06/14/04

Resolution Number: 2004-78

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.
475 FIFTH AVENUE
NEW YORK, NY 10017

Contract: 04-00006 CROXTON JFK/MUN BASELINE
ARCH & ENG

Account Number	Amount	Department
C-04-55-900-002-918	36,000.00	2000 GENERAL CAPITAL
Total	36,000.00	

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



Chief Financial Officer

Croxton Collaborative Architects, P.C.
Planning, Architecture & Interior Design

25 May 2004

MEMBERS OF COUNCIL

c/o Ms. Denise Rose, Township Manager

WILLINGBORO TOWNSHIP

1 Salem Road, Rm. #1

Willingboro, NJ 08046

Re: Proposal for Professional Services: Willingboro Municipal Facilities – Strategic Planning

Dear Members of Council:

Our team has completed baseline architectural and engineering assessments of both the existing Municipal Building and the existing Kennedy Center as well as having completed the basic programming and related interviews for reuse options and planning.

Following completion of these stand-alone studies, a number of alternatives have been suggested in terms of phasing, relocation of services an/or new construction. The goal of this proposal is to determine the most effective and economical strategy within the larger picture of both buildings and overall municipal requirements to accomplish these and other near-term service up-grades.

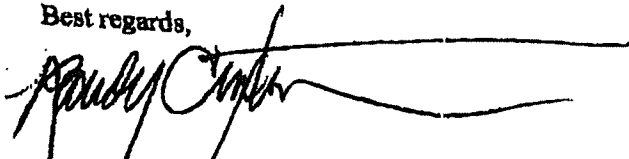
In order to provide Council with a clear and quantified basis for decision-making, we propose to evaluate three basic options to accomplish the expansion and upgrade of municipal services in a coordinated and cost effective manner. The goal will be to utilize municipal existing property in the most efficient manner consistent with the mission of the various municipal agencies.

This will be accomplished in three steps as follows:

1. The development of the three basic options (ranging from primarily renovation to primarily new construction) in consultation with the Willingboro Town Council.
2. Development of a detailed assessment of each option including phasing, cost, schedule and impact on services. Presentation of all three options with ranking, assessment and recommendations to Council.
3. Following Council's selection of a course of action (Option A, B or C), the Croxton Collaborative team will provide a detailed projection of work schedule, budget, project cash flow and a coordinated team proposal for the project.

We propose to work on an hourly basis (see attached) to complete this task within a budgeted fee of Thirty Six Thousand Dollars (\$36,000.00) approximate \$12,000.00 per option. All invoices will designate person/rate/total hours. Due to the interactive nature of the work, additional hours may be required, however, Croxton Collaborative will not incur additional hours unless authorized by the Council.

Best regards,



Randolph R. Croxton, FAIA
President

Croxton Collaborative Architects, P.C.
Planning, Architecture & Interior Design

The Director's Hourly Rates are as follows:

Director of Architecture (Randolph R. Croxton, FAIA)	\$200.00/hr.
Director of Interior Design (Kirsten Childs, ASID)	\$200.00/hr.

Staff Hourly Rates are as follows:

Project Executive	\$150.00/hr.
Project Manager	125.00/hr.
Project Architect/Designer	100.00/hr.
Sr. Architect/Designer	90.00/hr.
Architect/Design	80.00/hr.
Junior Architect/Designer	65.00/hr.

S:/Genoff/Terms&Conditions/hourly rates 5-25-04

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

TELEFAX COVER SHEET

TO: Mr. Randy Croton
COMPANY: Croton Collaborative
DATE: 6/23/04
TO FAX NO. Auto

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Res. No 2004-78 Prof. Service

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

TRANSACTION REPORT

P. 01

JUN-23-2004 WED 03:37 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
JUN-23	03:36 PM	CROXTON	26"	3	SEND	OK	571	

TOTAL : 26S 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: Mr. Randy Croxton
COMPANY: Croxton Collaborative
DATE: 6/23/04
TO FAX NO. Auto

FROM: Marie Annese, EXT. 6002 PAGES 3

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
WILLINGBORO AND CROXTON COLLABORATIVE ARCHITECTS, P.C.**

THIS AGREEMENT between the **TOWNSHIP OF WILLINGBORO**, a municipal corporation of the State of New Jersey, having its principal office at One Salem Road, Willingboro, New Jersey 08046 and Croxton Collaborative Architects, P.C., Randolph R. Croxton, FAIA, President, 475 Fifth Avenue, New York, New York 10017;

WHEREAS, the Township of Willingboro has, by Resolution, appointed Croxton Collaborative Architects (hereinafter Croxton) to provide strategic planning services for reuse option of the existing municipal buildings, specifically the Kennedy Center and the Willingboro Municipal Building, which contract will end July 31, 2004; and

WHEREAS, for purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that the services to be rendered are professional services as fall within Section (6) of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements for public bidding under N.J.S.A. 40A:11-5(1)(a) and that the appointee Croxton is qualified to provide such services; and

WHEREAS, the parties have reviewed existing appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties.

IT IS MUTUALLY AGREED, between the parties to this contract that:

SECTION 1. SERVICES TO BE RENDERED.

Croxton shall provide strategic planning services to evaluate and determine the most effective and economical strategy for the renovation, expansion or construction of both the Kennedy Center and the Municipal Building.

Croxton shall: (1) develop three (3) basic options (ranging from primarily renovation to primarily new construction) in consultation with the Willingboro Town Council; (2) Develop a detailed assessment of each option including phasing, cost, schedule and impact on services; (3) Present all three options with ranking assessment and recommendations to Council; (4) Upon Council's selection of a course of action (Option A, B or C), provide a detailed projection of work schedule, budget, project cash flow and coordinated team proposal for the project; to accomplish the upgrade and expansion of municipal services in a coordinated and cost efficient manner, consistent with the mission of the various municipal agencies.

DELINEATION OF DUTIES OF CERTAIN UNCLASSIFIED POSITIONS

This employment shall be subject to the consent of the Township of Willingboro and the provisions of the Local Public Contracts Law and any other applicable state or federal law, rule or regulation.

SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay Croxton a sum not to exceed Thirty Six thousand dollars (\$36,000.00) approximately \$12,000.00 per option. Croxton

will be paid at the hourly rate indicated below upon presentation of appropriate vouchers all charges for services rendered and costs incurred to the Township of Willingboro.

It is recognized by the provisions of this contract that work is specifically authorized to the extent that there are appropriations available in both the temporary and annual budgets. Croxton further agrees not to incur additional hours beyond the budgeted fee without further Council approval.

SECTION 3. BILLING PROCEDURE.

Croxton will submit vouchers for approval for all fees rightfully due and owing for the services referred to in this contract on the 10th of the month to the Township Financial Director and Township Manager before the meeting date.

SECTION 4. TOWNSHIP OF WILLINGBORO - RESPONSIBILITIES.

The Township of Willingboro agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of Croxton on all authorized projects. Further the Township of Willingboro represents that monies are available in the amount indicated in this contract under Section 2 and that all of Croxton's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 5. RECORDS AND PAPERS.

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Croxton fulfilled as a result of this contract shall be and remain the property of the Township of Willingboro. Croxton shall upon termination or

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND CROXTON COLLABORATIVE ARCHITECTS, P.C.

THIS AGREEMENT between the **TOWNSHIP OF WILLINGBORO**, a municipal corporation of the State of New Jersey, having its principal office at One Salem Road, Willingboro, New Jersey 08046 and Croxton Collaborative Architects, P.C., Randolph R. Croxton, FAIA, President, 475 Fifth Avenue, New York, New York 10017;

WHEREAS, the Township of Willingboro has, by Resolution, appointed Croxton Collaborative Architects (hereinafter Croxton) to provide strategic planning services for reuse option of the existing municipal buildings, specifically the Kennedy Center and the Willingboro Municipal Building, which contract will end July 31, 2004; and

WHEREAS, for purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that the services to be rendered are professional services as fall within Section (6) of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements for public bidding under N.J.S.A. 40A:11-5(1)(a) and that the appointee Croxton is qualified to provide such services; and

WHEREAS, the parties have reviewed existing appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties.

IT IS MUTUALLY AGREED, between the parties to this contract that:

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Croxton shall: (1) develop three (3) basic options (ranging from primarily renovation to primarily new construction) in consultation with the Willingboro Town Council; (2) Develop a detailed assessment of each option including phasing, cost, schedule and impact on services; (3) Present all three options with ranking assessment and recommendations to Council; (4) Upon Council's selection of a course of action (Option A, B or C), provide a detailed projection of work schedule, budget, project cash flow and coordinated team proposal for the project; to accomplish the upgrade and expansion of municipal services in a coordinated and cost efficient manner, consistent with the mission of the various municipal agencies.

DELINEATION OF DUTIES OF CERTAIN UNCLASSIFIED POSITIONS

This employment shall be subject to the consent of the Township of Willingboro and the provisions of the Local Public Contracts Law and any other applicable state or federal law, rule or regulation.

SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay Croxton a sum not to exceed Thirty Six thousand dollars (\$36,000.00) approximately \$12,000.00 per option. Croxton

will be paid at the hourly rate indicated below upon presentation of appropriate vouchers all charges for services rendered and costs incurred to the Township of Willingboro.

It is recognized by the provisions of this contract that work is specifically authorized to the extent that there are appropriations available in both the temporary and annual budgets. Croxton further agrees not to incur additional hours beyond the budgeted fee without further Council approval.

SECTION 3. BILLING PROCEDURE.

Croxton will submit vouchers for approval for all fees rightfully due and owing for the services referred to in this contract on the 10th of the month to the Township Financial Director and Township Manager before the meeting date.

SECTION 4. TOWNSHIP OF WILLINGBORO - RESPONSIBILITIES.

The Township of Willingboro agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of Croxton on all authorized projects. Further the Township of Willingboro represents that monies are available in the amount indicated in this contract under Section 2 and that all of Croxton's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 5. RECORDS AND PAPERS.

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Croxton fulfilled as a result of this contract shall be and remain the property of the Township of Willingboro. Croxton shall upon termination or

expiration of this contract surrender to his successor, if any, all such property together with a written consent to use all such materials in the best interest of the Township of Willingboro.

SECTION 6. LIMITATIONS OF SCOPE OF WORK.

This contract contemplates that Croxton will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of strategic planning services as delineated which will frustrate the desired goals of both parties. In the event that either party shall determine that in his opinion the above situation has occurred, or threatens to occur in the immediate future, the party shall notify the other party to this contract in writing. Upon such determination, the parties agree that the Township of Willingboro may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Township of Willingboro and a written addendum covering the services to be performed has been entered into by the parties to this agreement.

SECTION 7. AFFIRMATIVE ACTION.

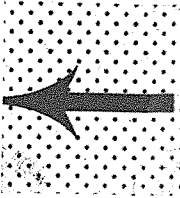
The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS and Exhibit "B" with respect to AMERICANS WITH DISABILITIES ACT OF 1990, Equal Opportunity for individuals with Disability, 42 U.S.C. S12101 et seq. are specifically incorporated herein as a material provision of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
day of July 2004.


FOR THE TOWNSHIP OF WILLINGBORO



EDDIE CAMPBELL, JR., Mayor

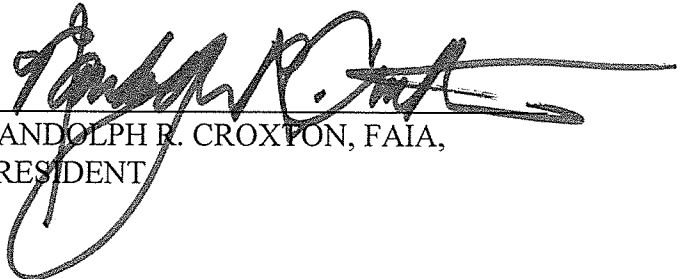


ATTEST:



MARIE ANNESE, Township Clerk

**CROXTON COLLABORATIVE
ARCHITECTS, P.C.**



RANDOLPH R. CROXTON, FAIA,
PRESIDENT

Exhibit A
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2004 - 79

WHEREAS, Sacred Heart Council # 5337 - Knights of Columbus and the Levittown Memorial Post #4914 VFW have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46.1; and

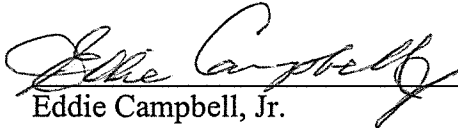
WHEREAS, it appears that the applications and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 9th day of June 2004, that the Township Council makes the following findings.


- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant club are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Sacred Heart Council #5337 - Knights of Columbus #0338-31-003-002 and the Levittown Memorial Post #4914 VFW #0038-31-002-001 for the period July 1, 2004 through June 30, 2005; and

BE IT FURTHER RESOLVED, that the Sacred Heart Council No 5337, Knights of Columbus and the Levittown Memorial Post #4914 VFW have complied with all applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED that certified copies of this resolution be provided to the Sacred Heart Council No. 5337, Knights of Columbus, the Levittown Memorial Post #4914 VFW and the Division of Alcoholic Beverage Control for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 80

A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH A COOPERATIVE PRICING SYSTEM AND TO ENTER INTO COOPERATIVE PRICING AGREEMENTS WITH OTHER LOCAL GOVERNMENT UNITS.

WHEREAS, N.J.S.A 40A:11-11(50) authorizes contracting units to establish and enter into a Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington, State of New Jersey is desirous of establishing a Cooperative Pricing Agreement for Solid Waste Collection; and

WHEREAS, the Township of Willingboro has agreed to serve as the Lead Agency for a Cooperative Pricing Agreement with local governmental units within the County of Burlington who may desire to become "Participating Contracting Units".

NOW, THEREFORE, BE IT RESOLVED on the 9th of June by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, as follows:

SECTION I

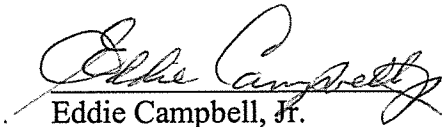
The Township Council of the Township of Willingboro hereby authorizes the creation of a Cooperative Pricing System to be known as Historic Riverfront Solid Waste Collection Program with the Township of Willingboro serving as the Lead Agency.

SECTION II

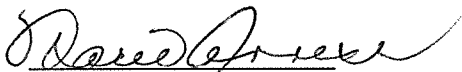
The Mayor is hereby authorized to enter into separate Cooperative Pricing Agreements with the participating governmental units and said agreement shall be deemed a single agreement.

SECTION III

This resolution shall take effect immediately upon passage.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annesé, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

80

A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH A COOPERATIVE PRICING SYSTEM AND TO ENTER INTO COOPERATIVE PRICING AGREEMENTS WITH OTHER LOCAL GOVERNMENTAL UNITS

RESOLUTION NUMBER 2004-_____

WHEREAS, N.J.S.A. 40A:11-11(S) authorizes contracting units to establish and enter into a Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington, State of New Jersey is desirous of establishing and entering into said agreement; and

↑ Cooperative Pricing Agreement for Solid Waste Collection

WHEREAS, the Township of Willingboro has agreed to serve as the Lead Agency for a Cooperative Pricing Agreement with local governmental units within the County of Burlington who may desire to become "Participating Contracting Units."

NOW, THEREFORE BE IT RESOLVED on the 9th of June, 2004 by the Township of Willingboro, County of Burlington, State of New Jersey, as follows:

SECTION I

The Township Council of the Township of Willingboro hereby authorizes the creation of a Cooperative Pricing System to be known as Historic Riverfront Solid Waste Collection Program with the Township of Willingboro serving as the Lead Agency.

SECTION II

The Mayor is hereby authorized to enter into separate Cooperative Pricing Agreements with the participating governmental units and said agreement shall be deemed a single agreement.

SECTION III

This resolution shall take effect immediately upon passage.

ATTEST BY:

BY: Marie Annese Municipal Clerk

Eddie Campbell, Jr. Mayor