

**RESOLUTION NO. 2004 - 81**  
**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

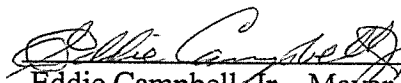
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 6/9, 2004, that an Executive Session closed to the public shall be held on 6/9, 2004, at 7:45 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 – 82


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 22<sup>nd</sup> day of June, 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

WEICHERT TITLE AGENCY \$851.08  
1909 RT, 70 EAST  
CHERRY HILL, N.J. 08003  
BLOCK 247  
LOT 4  
72 BARRINGTON LANE  
OVERPAYMENT TAXES

FIDELITY NATIONAL TITLE 931.43  
INS. CO OF NY  
CONGRESS TITLE DIV.  
110 BARCLAY PAVILLION E. RT 70  
CHERRY HILL, N.J. 08034  
BLOCK 1003  
LOT 10  
38 NEEDLEPOINT LANE  
OVERPAYMENT TAXES

FIDELITY NATIONAL TAX SERVICE 250.00  
222 EAST HUNTINGTON DRIVE #200  
MONROVIA, CA. 91016  
BLOCK 239  
LOT 51  
1 BABCOCK LANE  
OVERPAYMENT TAXES

COUNTRYWIDE 638.54  
ATTN: TAX DEPT. PO BOX 10211  
VAN NUYS, CAL. 91410  
BLOCK 1020  
LOT 51  
249 NORTHAMPTON DRIVE  
100% EXEMPT

FIRST AMERICAN REAL ESTATE TAX SERVICE 1220.27  
95 METHODIST HILL DRIVE, SUITE 100, NJ TEAM  
ROCHESTER, NY 14623  
BLOCK 402  
LOT 6  
66 WINDSOR LANE  
OVERPAYMENT TAXES

ROBERT VALENTIN 836.76  
%FIRST JERSEY MTG. SERVICES, INC  
1400 CHEWS LANDING ROAD, SUITE 2  
LAUREL SPRINGS, N.J. 08021  
BLOCK 721  
LOT 4  
4 GRAMERCY LANE  
OVERPAYMENT TAXES

RBP MD PC PENSION PLAN  
BOX 623, RONALD PITKOW  
BRISTOL, PA 19007  
BLOCK 614  
LOT 23  
25 HOPEWELL LANE  
OVERPAYMENT TAXES

1529.21

✓

**RESOLUTION NO. 2004 - 83**  
**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

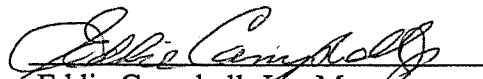
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 6/22, 2004, that an Executive Session closed to the public shall be held on 6/22, 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

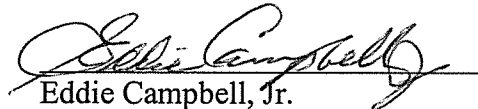
**RESOLUTION NO. 2004 - 84**

WHEREAS, two applicants before the Planning Board received approval to develop certain properties known and identified as Block 247 Lot 1 and Block 247 Lot 9, and said project requires the construction of a certain underground storm water storage facility to properly contain and direct surface water run-off; and

WHEREAS, the Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6<sup>th</sup> day of July, 2004, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the attached agreement with the Church of the Good Shepherd, 100 Buckingham Drive; USHCP (US Healthcare Properties, Inc.) 230 VanSciver Parkway (office 3445 Winton Place, Suite 228, Rochester, New York); and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Church of the Good Shepherd, USHCP and the Willingboro Township Planning Board for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese RMC  
Township Clerk

*Deed of Easement*

Robert W. Lord, PE & LS, PP

June 18, 2004

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

Jeffrey S. Richter, PE, PP

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

Mark E. Malinowski, PE

RE: Deed of Easement between  
Church of the Good Shepherd  
-and -  
Gambro Health Care  
LWR File No. 2000-39-84  
LWR File No. 2002-39-82

John P. Augustino

Stephen L. Berger

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

Barry S. Dirkin

Carl A. Turner, PE

Dear Ms. Annese:

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

I have reviewed the agreement for the "combined" detention and deed of easement. In accordance with my previous correspondence regarding the problems each of these sites were facing, this was the most reasonable solution for all parties involved.

I recommend that this be executed by the Mayor and Clerk and copies be kept in both files (indicated above) and distributed to the Township Solicitor and the Planning Board Solicitor.

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Very truly yours,

LORD, WORRELL & RICHTER, INC.

*Carl A. Turner*

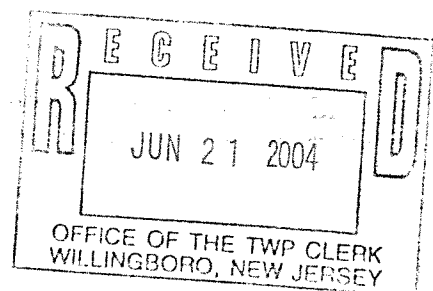
Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosure

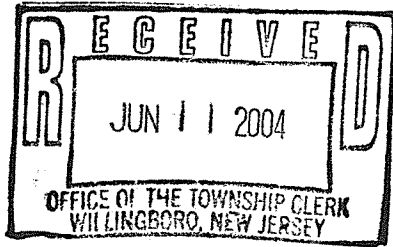
c: Eddie Campbell, Jr., Mayor  
Denise Rose, Township Manager  
Edith Baldwin, Planning Board Secretary  
Michael Armstrong, Township Solicitor  
Uri Taenzer, Esq.

FA:2004USR\2000-39-84\LETTERS\CAT\ANNESE-AGREEREVIEW-U17.DOC



# USHCP WILLINGBORO, LLC

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3445 Winton Place, Suite 228  
Rochester, NY 14623  
Phone: 585-424-6002  
Fax: 585-424-5378

June 10, 2004

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

Via : Federal Express 8447 7589 7014

RE: Deed of Easement between USHCP Willingboro, LLC located at 230 Van Sciver Parkway, Willingboro, New Jersey ("USHCP") and The Church of the Good Shepherd United Methodist Church located at 100 Buckingham Drive, Willingboro, New Jersey (the "Church")

Dear Sir:

Enclosed please find a Deed of Easement between USHCP and the Church. A full copy with all exhibits is enclosed for your review. Exhibit C is a maintenance agreement which requires your signature. We have worked closely with Carl Turner on this project, if you have any questions, please contact Carl or call me directly at 585-424-6002.

Also enclosed is a self addressed express envelope to return the fully executed original Exhibit C to my attention. As we need to get this easement recorded in order to open and begin serving patients in the community, your anticipated prompt attention to this is greatly appreciated.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "Bridget A. Martin".

Bridget A. Martin

C: Rupert Hall, via facsimile  
Carl Turner, via facsimile



## RETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 6th of JULY, 2004 by and between The Church of the Good Shepherd United Methodist Church located at 110 Buckingham Drive Willingboro, New Jersey 08046 ("Church"), USHCP Willingboro LLC with offices at 3445 Winton Place Suite 228 Rochester, New York 14623 ("USHCP"), and The Township of Willingboro New Jersey, with offices located at 100 Salem Road Willingboro, New Jersey 08046 ("Township").

### RECITALS

- A. Church received approval from the Willingboro Township Planning Board to develop certain property known and identified as Lot 1, Block 247 on the Willingboro Township Tax Map (the "Church Project"). Said approval was duly memorialized on October 16, 2000, by the adoption of Resolution No.7-2000.
- B. USHCP received approval from the Willingboro Township Planning Board to develop certain property known and identified as Lot 9 Block 247 on the Willingboro Township Tax Map (the "USHCP Project"). Said approval was memorialized on , by adoption of Resolution No.
- C. Church Project and USHCP Project require the construction of storm water retention and conveyancing facilities to properly contain and direct surface water run-off.
- D. Church are responsible for the proper maintenance, cleaning and repair of said storm water retention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair and said retention and conveyancing facilities in the event the Church fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.
- F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties, it is hereby covenanted and agreed as follows:

- (A) All recitals set forth above are hereby incorporated by referenced herein as if set

forth herein at length.

- (B) USHCP shall construct the storm water retention and conveyancing facilities as designated and described, to wit: (1) All plans with revisions thereof and amendments and supplements thereto which have been submitted by USHCP prepared by Gregory Blash, P.E., 102 Blue Spruce Lane, Mt. Laurel New Jersey 08054. The plans are dated May 5, 2003 and last reviewed, August 20,

2003.

- (C) Church and USHCP, and their successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the retention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and re-construction of all retention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the Retention basin. Basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.
- (D) Church hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Church, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Church and its successors and assigns.
- (E) In the event the Church or USHCP or their successors and assigns fail to properly maintain the retention and conveyancing facilities, and in the event that an inspection pursuant to paragraph 4 discloses items of work required to be performed as to Retention basin, and conveyancing facilities, the Township and/or the Township Engineer may serve written notice upon the Church and USHCP or their successors and assigns stating: (a) the work necessary to be done in order to correct any defect or condition in the retention conveyancing facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Church or USHCP their successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Church and USHCP or their successors and assigns. Said expense to be share equally as between the Church and USHCP. Church or USHCP or their successors or assigns in title at the time

the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Church and USHCP or either successors and assigns on an equal basis, as the case may be. The Township shall be entitled to file a lien against Block 247 Lot 9 and Block 247 Lot 1 should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

- (F) In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the retention and conveyancing facilities as the Township, in its sole judgement, deems necessary in order to protect the environment and the public health, welfare and safety.
- (G) The covenants and agreements herein continued shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owners of Block 247 Lot 1 and Block 247 Lot 1 at the time the maintenance and repairs are required and work is performed.
- (H) Nothing herein shall be deemed to required the Township to take the action to maintain and/or repair any retention or conveyancing facilities on the property.
- (I) This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto the day and year first above written.

WITNESS OR ATTEST:

John L. McLean

The Church of The Good Shepherd UMC

Patricia Bone  
By:

USHCP Willingboro LLC  
By: US Healthcare Properties, Inc., Manager

Bridget A. Martin

Paul Cole  
By: *pro.*

TOWNSHIP: TOWNSHIP COUNCIL OF  
THE TOWNSHIP OF WILLINGBORO

Robert Arrese  
Clerk

By: Elise Campbell  
, Mayor

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

SS.

I CERTIFY that on MAY 5, Patricia Love, personally came before me and acknowledge under oath, to my satisfaction, that he/she:

- A. is the Chair Building Comm. HCC of the Church of the Good Shepherd United Methodist Church, the corporation named this document;
- B. this person is the attesting witness to the signing of this Document by the proper corporate officer who is Chairman of the Board of Trustees of the Church;
- C. this Document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- D. this person knows the proper seal of the corporation which was affixed to this Document;
- E. this person signed this proof to attest to the truth of these facts; and
- F. the full and actual consideration paid or to be paid for the transfer of title is \$1.00

Signed and Sworn before me on

May 5, 2004

Diana L. Perez

Notary Public

DIANA L. PEREZ  
A Notary Public Of New Jersey  
My Commission Expires 3/7/2007

STATE OF NEW <sup>YORK</sup> JERSEY  
COUNTY OF BURLINGTON  
<sup>MONROE</sup>

SS.

I CERTIFY that on June 9, 2004 Paul Adams personally came before me and acknowledge under oath, to my satisfaction, that he/she:

- A. is the President of U.S. Health Properties, Inc. of the USHCP, the limited liability corporation named this deed;
- B. this person is the attesting witness to the signing of this Document by the proper corporate officer who is a Member of the Company;
- C. this Document was signed and delivered by the Company as its voluntary act and the signing member is duly authorized to make such signature and delivery;
- D. this person knows the proper seal of the Company which was affixed to this Document; and
- E. this person signed this proof to attest to the truth of these facts; and

Signed and Sworn before me on

June 9, 2004

\_\_\_\_\_  
Notary Public

PHILIP M. SILVER  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires Nov. 30

2005

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON :SS

I CERTIFY that on July 7, 2004, MARIC ANNESE, personally came before me and acknowledged under oath, to my satisfaction, that:

- (A) He/ She is the Township Clerk of the Township of Willingboro, the corporate named in this Agreement;
- (B) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is Eddie Campbell Jr., the Mayor of Willingboro Township.
- (C) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;
- (D) He/She knows the proper seal of the Township which was affixed to this Agreement;
- (E) He/She signed this proof to attest to the truth of these facts.

*Maric Annese*  
\_\_\_\_\_  
, Clerk

Sworn and subscribed before me on this 7th day of July, 2004.

*Sarah Wooding*

**SARAH WOODING  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES MARCH 31, 2009**

TRANSACTION REPORT

P. 01

JUN-16-2004 WED 10:26 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
JUN-16	10:22 AM	ARMSTRONG	3' 37"	14	SEND	OK	500	

TOTAL : 3M 37S PAGES: 14

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

HAND DELIVERED ON: \_\_\_\_\_

MAILED OUT ON: \_\_\_\_\_

FAXED ON: 6/16/04

MATERIAL SENT: Sample Res - Retention Basin & Mini. Agr.

And Accompanying material - pgs. 14



ROUTING SHEET FOR MATERIALS  
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MICHAEL ARMSTRONG, ESQ.

HAND DELIVERED ON: \_\_\_\_\_

MAILED OUT ON: \_\_\_\_\_

FAXED ON: 6/16/04

MATERIAL SENT: Sample Res - Retention Basin & Maint. Agr.  
And Accompanying material - pgs. 14

FOR INFORMATION \_\_\_\_\_

REVIEW

APPROVAL

**NEEDED BY:** 6/22/04 - for Council meeting / Board.

**RESOLUTION NO. 2004 – 85**

WHEREAS, the Township Council of the Township of Willingboro  
has requested that bids be submitted for Playground Construction, Fairmont Park, Broido  
Park, Baldwin Park and Millcreek Park; and

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

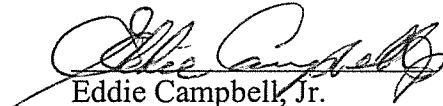
WHEREAS, it appears to be in the best interest of the Township to accept the bid  
of **Whirl Construction, Inc. 187 Main Street, PO Box 110, Port Monmouth, N. J.  
07758 in the amount of \$31,397.00** based on the Township Engineer's  
recommendation; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
Willingboro, assembled in public session this 6<sup>th</sup> day of July, 2004, that the bid be  
accepted in the amount of \$31,397.00.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

## Certification of Availability of Funds

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

Resolution Date: June 29, 2004

Resolution Number: 2004-85

Vendor: Whirl Construction Inc

Playground Construction

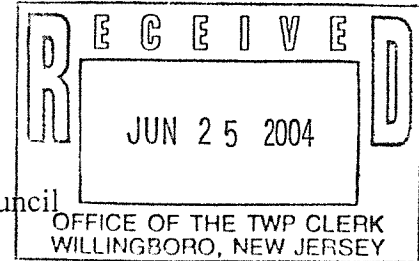
Account Number	Amount	Department
	\$31,397.00	2004 Capital Section b

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

  
Chief Financial Officer

**TRANSMITTED VIA FACSIMILE  
609-835-0782**

June 22, 2004



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

RE: Recommendation of Award  
Playground Construction Project  
Fairmount Park, Broido Park, Baldwin Park  
& Millcreek Park  
Willingboro Township  
LWR File No. 2004-39-15-01

Dear Ms. Rose:

Submitted herewith is the justification package for Contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract documents entitled "Playground Construction Project." The tasks covered in the above referenced text have been authorized under the 2004 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) for the Willingboro Township Recreation Department requesting proposals for construction of a proposed Playground Area at four (4) park sites within Willingboro Township as follows: Fairmount Park, Broido Park, Baldwin Park and Millcreek Park. Contract documents were purchased directly from Lord Worrell & Richter, Inc. (LWR) by four (4) vendors.

**A. SCOPE OF WORK**

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

Work under this item shall consist of installing various play structures. Work for Site Preparation and Mulch safety surface installation shall be performed by Willingboro Township.

The play pieces shall be those as manufactured by Gametime Incorporated that have previously been purchased by the Township Recreation Department and are located at the Willingboro Township Public Works Yard. Contractor shall be responsible for verifying all equipment prior to moving to the structures and equipment to the site. Contractor shall notify the owner if any parts or components of the play structures or swings are missing. The contractor is responsible for the play equipment from the time of installation until the time the playgrounds are finished and the Recreation Department accepts that the project is complete.

All materials, hardware, fittings and footings shall conform to the manufacturer's specifications or be approved by the Engineer.

#### Materials

Play pieces to be installed are those as manufactured by Gametime and include:

#### **Fairmount Park**

- (1) Safari Powerscape Unit
- (1) Three-Leg Heavy Duty Swing Frame; 2 3/8" O.D. Top Rail; Painted; 8' High
- (2) Three-Leg H.D. Add-a-Bay Swing Frame; 2 3/8" O.D. Top Rail; Painted; 8' High
- (4) Belt Seat Swing Package; 8' High
- (2) Enclosed Tot Seat Swing Package; 8' High
- (1) 4' High Slide & Glide add-on; w/ Universal Hood

#### **Broido Park**

- (1) Free-Standing One-Piece Stainless Steel Spiral Slide; without arches
- (1) Challenge Station Climber
- (1) Three-leg H.D. Swing Frame; 8' High; 2 3/8" Top Rail; Painted
- (2) Three-leg H.D. Add-a-Bay Swing Frame; 2 3/8" O.D. Top Rail; Painted
- (2) Belt Seat Swing Package; 8' High
- (1) Handi-Swing Swing Seat; 8' High

#### **Baldwin Park**

- (1) President's Place Powerscape Unit

#### **Mill Creek Park**

- (1) Kid Course Competitor

Information concerning the play pieces can be provided by Gametime, (732) 468-1111

All materials, hardware, fittings and footings shall conform to the manufacturer's specifications or be approved by the Engineer.

All materials for concrete footings shall conform to the manufacturer's specifications for such.

Construction of the play structures shall be performed in accordance with the manufacturer's specifications and recommendations for construction or as directed by the Engineer.

ALTERNATE ITEM A - 4" Concrete Sidewalk

Four (4) inch Concrete Sidewalk shall include the construction of Portland Cement brushed concrete sidewalk.

**B. BID SOLICITATION**

A solicitation notice was placed in the BCT on May 16, 2004 for the Playground Construction Project. The Contract documents (plans and specifications) were made available to interested bidders beginning on May 17, 2004.

The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received on June 14, 2004 from the following:

- Whirl Construction, Inc.
- Greenlane of South Jersey, Inc.

**C. PRICE ANALYSIS**

A responsiveness check was performed to insure that all of the information requested was submitted and formatted in accordance with the Contract documents.

An itemized cost comparison is contained on the Bid Tabulation Sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Whirl Construction, Inc. submitted the lowest bid in the amount of \$26,425.00 summary of the bids received is as follows:

- Whirl Construction, Inc.. .....\$26,425.00
- Greenlane of South Jersey, Inc ...\$38,535.00

Alternate A:

- Whirl Construction, Inc.. .....\$ 4,972.00
- Greenlane of South Jersey, Inc ....\$ 7,946.00

Total:

- Whirl Construction, Inc.. .....\$31,397.00
- Greenlane of South Jersey, Inc ...\$46,481.00

An Engineer's Cost Estimate was prepared by LWR to determine the appropriate worth of this project. This Estimate is also attached. The LWR Engineer's Estimate is \$54,000.00.

Based on the range of bids received and the fact that both bids are lower than the LWR Engineer's Estimate, LWR considers the bids to be valid and competitive.

**D. RESPONSIBILITY**

Whirl Construction, Inc. is a leader in playground equipment installation and has previously installed many playground equipment pieces for LWR. Whirl Construction, Inc. is considered both responsive and responsible.

**E. RECOMMENDATION**

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

Based on the fact that Whirl Construction, Inc. has the experience specifically required, LWR recommends that the contract be awarded to them. We would recommend the award of a fixed price construction type contract with a not-to-exceed dollar obligation of \$31,397.00 to Whirl Construction, Inc. for the scope of work mentioned herein. Whirl Construction, Inc. submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosure

cc: Marie Annese, Township Clerk (*via facsimile 835-0782*)  
Michael Armstrong, Esq., Township Solicitor. (*via facsimile 877-7755*)

**BID TABULATION**

**PLAYGROUND CONSTRUCTION PROJECT**  
**FAIRMOUNT PARK, BROIDO PARK, BALDWIN PARK, MILL CREEK PARK**  
 Monday, June 14, 2004 @ 2:00 PM

Township of Willingboro  
 Municipal Complex, One Salem Road, Willingboro, New Jersey  
 Carl A. Turner, PE, Willingboro Township Engineer  
 LWR File No. 2004-39-15-01

**LOW BIDDER**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Play Piece Construction								
	Fairmount Park	1	I.S.	\$ -	\$ -				
	Broido Park	1	I.S.	\$ -	\$ -				
	Baldwin Park	1	I.S.	\$ -	\$ -				
	Mill Creek Park	1	I.S.	\$ -	\$ -				
<b>TOTAL LUMP SUM BID: Item 1</b>					\$ -				

Whirl Construction, Inc.  
 187 Main St., P.O. Box 110  
 Port Monmouth, NJ 07758  
 732-495-3715

West Bay Construction, Inc.  
 505 W. Hamilton Ave.  
 Linwood, NJ 08221  
 609-926-0040

Greenlane of South Jersey, Inc.  
 251 Aura Road  
 Mullica Hill, NJ 08062  
 856-589-4461

Roberts Brothers, L.L.C.  
 5115 Route 38  
 Pennsauken, NJ 08109  
 800-662-5295

**ALTERNATE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A.	Concrete Sidewalk, 4" Thick								
	Fairmount Park	8	SY	\$ -	\$ -				
	Broido Park	55	SY	\$ -	\$ -				
	Baldwin Park	10	SY	\$ -	\$ -				
	Mill Creek Park	40	SY	\$ -	\$ -				
<b>TOTAL LUMP SUM: Item 1 and Alternate Item A</b>					\$ -				





**ENGINEER'S ESTIMATE**  
**PARK PLAYGROUND**  
**IMPROVEMENTS**  
**WILLINGBORO, NEW JERSEY**

LWR File No. 2004-39-15-01

April 21, 2004

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Play Piece Construction and Accessible Play Curb Installation				
	Mill Creek Park	1	LS	\$ 10,750.00	\$ 10,750.00
	Fairmount Park	1	LS	\$ 18,750.00	\$ 18,750.00
	Broido Park	1	LS	\$ 15,750.00	\$ 15,750.00
	Baldwin Park	1	LS	\$ 8,750.00	\$ 8,750.00
<b>ALTERNATE ITEMS</b>					
A	4" Concrete Sidewalk				
	Mill Creek Park	40	SY	\$ 50.00	\$ 2,000.00
	Fairmount Park	8	SY	\$ 50.00	\$ 400.00
	Broido Park	55	SY	\$ 50.00	\$ 2,750.00
	Baldwin Park	10	SY	\$ 50.00	\$ 500.00
<b>TOTAL LUMP SUM BID: Item 1:</b>					<b>\$ 54,000.00</b>
<b>TOTAL LUMP SUM BID: Item 1 AND Alternate Item A:</b>					<b>\$ 59,700.00</b>

Carl A. Turner, PE  
 Willingboro Township Engineer  
 N.J. License No. 40253



# TOWNSHIP OF WILLINGBORO

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

July 8, 2004

Ms. Bridget Martin  
USHCP Willingboro, LLC  
3445 Winton Place  
Rochester, New York 14623

Dear Ms. Martin:

Enclosed is a certified copy of Resolution No. 2004 – 84 which was adopted by Willingboro Township Council at their meeting of July 6, 2004. Also enclosed is the original, signed and dated Retention Basin Access and Maintenance Agreement along with your copy of the Deed of Easement.

Church of the Good Shepherd has been copied by way of Rupert Hall, Esq.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Encl.

RESOLUTION NO. 2004 – 86

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR F & H BUILDERS, INC. – WILLINGBORO TOWN CENTER AMPHITHEATER**

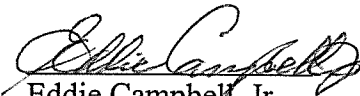
WHEREAS, Willingboro Township Council has contracted with F & H BUILDERS, INC. for work to be done at the Town Center Amphitheater; and

WHEREAS, Carl Turner, Township Engineer has reviewed and approved Change Order Number 2 to increase the contract to include the items listed below and in the attached paperwork; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of July, 2004, as follows:

- |                     |                     |                    |
|---------------------|---------------------|--------------------|
| 1. Change Order # 2 | Custom Railing      | \$14,055.00        |
|                     | Install 4"X12' – 6" |                    |
|                     | Flat steel          | \$ 218.50          |
|                     | Brick / Concrete    | <u>\$ 5,000.00</u> |
|                     | Total               | \$19,273.50        |
- Change Order # 2 increases the contract** (original contract \$282,500. and Change Order No. 1 increase of \$1,500.00 to total of \$284,000.00) from \$284,000.00 to **\$303,273.50**.
  - Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

## Certification of Availability of Funds

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


Resolution Date: June 29, 2004

Resolution Number: 2004-

Vendor: F & H Builders Inc

Account Number	Amount	Department
	\$ 19273.50	2004 Capital section 2

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

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

**Final Payment No. 10**

Willingboro Amphitheater  
 Township of Willingboro  
 LWR File No. 99-39-15-15-01  
 F&H Builders, Inc.

Through  
6/1/2004

Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
1	SITE WORK			0.00	0.00	0.00	0.00		0.00	0.00
	Excavation	1 LS	9,125.00	9,125.00	0.00	0.00	0.00	1.00	9,125.00	0.00
2	CONCRETE			0.00	0.00	0.00	0.00		0.00	0.00
	Concrete Footings	1 LS	12,175.00	12,175.00	0.00	0.00	0.00	1.00	12,175.00	0.00
	Concrete Retaining Wall	1 LS	23,975.00	23,975.00	0.00	0.00	0.00	1.00	23,975.00	0.00
	Concrete Block Wall	1 LS	35,750.00	35,750.00	0.00	0.00	0.00	1.00	35,750.00	0.00
	Dense Graded Aggregate	1 LS	14,775.00	14,775.00	0.00	0.00	0.00	1.00	14,775.00	0.00
	Borrow Fill	1 LS	10,350.00	10,350.00	0.00	0.00	0.00	1.00	10,350.00	0.00
	Pre-Cast Reinforced Concrete Paver	1 LS	56,595.00	56,595.00	0.00	0.00	0.00	1.00	56,595.00	0.00
	Cast Stone	1 LS	18,150.00	18,150.00	0.00	0.00	0.00	1.00	18,150.00	0.00
3	MASONRY			0.00	0.00	0.00	0.00		0.00	0.00
	Brick	1 LS	63,105.00	63,105.00	0.00	0.00	0.00	1.00	63,105.00	0.00
4	INSTALL			0.00	0.00	0.00	0.00		0.00	0.00
	Aluminum Handrail	1 LS	38,500.00	38,500.00	0.00	0.00	0.00	1.00	38,500.00	0.00
1S	Electric Conduit(2 Locations)	1 LS	1,500.00	0.00	1.00	1,500.00	1,500.00	1.00	0.00	1,500.00
2S	Custom Railing	1 LS	14,055.00	0.00	1.00	14,055.00	14,055.00	1.00	0.00	14,055.00
4S	Install 4" x 12'6" Flat Steel	1 LS	218.50	0.00	1.00	218.50	218.50	1.00	0.00	218.50
5S	Brick / Concrete	1 LS	5,000.00	0.00	1.00	5,000.00	5,000.00	1.00	0.00	5,000.00
<b>TOTALS&gt;</b>				282,500.00					282,500.00	20,773.50

<b>Total Amount Earned</b>	\$303,273.50
<b>Less Amount Previously Pd</b>	\$278,320.00
<b>Less 0% Retainage</b>	\$0.00
<b>Amount Due</b>	\$24,953.50

All vouchers must be received by the last Monday of each month for submission

to Council on first Monday of following month.

# WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY  
COUNTY OF BURLINGTON

Pay To: F & H Builders, Inc.

Address: P.O. Box 3, Willingboro, NJ 08046

Ordered by: \_\_\_\_\_ Terms: \_\_\_\_\_

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
	For the completion of work performed at the		
	Willingboro Amphitheater		
	FINAL ESTIMATE NO. 10		
	Total Amount Earned:	\$ 303,273.50	
	Less Amount Previously Paid:	\$ 278,320.00	
	Less 0% Retainage:	\$0.00	
	Amount Due:	\$ 24,953.50	
	LWR File No. 99-39-15-15-01		\$ 24,953.50

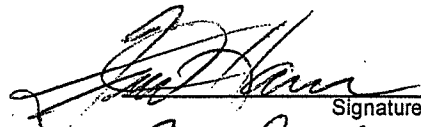
### CLAIMANT'S CERTIFICATION AND DECLARATION

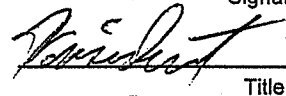
I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars; that the articles having been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection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

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

(Check either but not both)

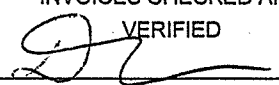
I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

  
Signature

  
Title

Signature   
Title Willingboro Township Engineer

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

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	The above claim was approved and ordered	
	 Approved for Payment	(Date)	Clerk
	Township Manager	Date Paid _____	Check No. _____ Voucher No. _____

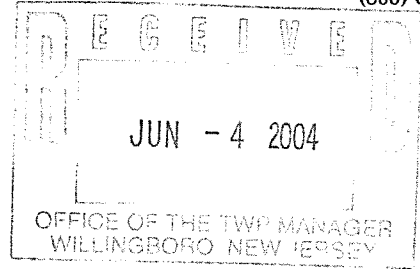


651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
Fax (609) 387-3009  
www.lwrengineers.com

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

Robert W. Lord, PE & LS, PP  
Raymond L. Worell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

June 1, 2004



Mark E. Malinowski, PE

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

John P. Augustino  
Gerald J. DeFelicias, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

RE: Willingboro Amphitheater  
Willingboro Township  
Payment Certification No. 10 (Final)  
LWR File No. 99-39-15-15-01

Dear Ms. Rose:

Robert L. Carmelia, LS  
Patrick J. Ennis, PE  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

This letter is to certify that F & H Builders, Inc., P.O. Box 3, Willingboro, NJ 08046, has completed the above referenced contract. We are certifying that payment be made in the amount of

***Twenty-Four Thousand Nine Hundred Fifty Three Dollars and 50/100--(\$24,953.50)***

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

Please note that this payment includes a Change Order amount which must be approved prior to payment issuance.

This is in accordance with the enclosed Payment Certification, Spreadsheet and Change Order.

If you have any questions or require additional information, please call.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT: db

Enclosures

cc: Fred Ham, President - F & H Builders, Inc.  
John P. Augustino, LWR Director of Inspections

FA:2004USR\99-39-15-15-01\MISC\PAYCERT\FINAL-U01.DOC

**RESOLUTION NO. 2003 – 31**

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR F & H BUILDERS, INC. – WILLINGBORO TOWN CENTER AMPHITHEATER**

WHEREAS, Willingboro Township Council has contracted with F & H BUILDERS, INC. for work to be done at the Town Center Amphitheater; and

WHEREAS, Carl Turner, Township Engineer has reviewed and approved Change Order Number 1 to increase the contract to include the item listed in the attached paperwork; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of February, 2003, as follows:

1. Change Order # 1                    \$1,500.00 for Electric Conduit at 2 locations.
2. Change Order # 1                    Increases the contract from \$282,500.00 to \$284,000.00.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

\_\_\_\_\_  
Paul L. Stephenson  
Mayor

Attest:

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



RESOLUTION NO. 2002 - 105

BID AWARD - WILLINGBORO AMPHITHEATER PROJECT

WHEREAS, the Township Council of the Township of Willingboro has requested bids to be submitted for the Willingboro Amphitheater project; and

WHEREAS, bids have been advertised pursuant to Section 4 of P.L. 1971, c.198 (C.40A:11-4) on two occasions; and

WHEREAS, the Township of Willingboro has rejected such bids on two occasions because it was determined that said bids were not reasonable as to price on the basis of cost estimates prepared by the Township Engineer prior to the advertising therefore; and

WHEREAS, N.J.S.A. 40A:11-5 allows the Township to negotiate a contract rather than bidding for a third time, provided that: (1) notice has been given to each responsible bidder submitting bids on the second occasion of its intention to negotiate, and (2) that each bidder as been afforded a reasonable opportunity to negotiate; and

WHEREAS, N.J.S.A. 40A:11-5 further provides that the Township shall not award such contract unless the negotiated price is lower than the lowest reject bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any reasonable vendor, and is a reasonable price for such goods and services; and

WHEREAS, the terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of the competitive bidding; and

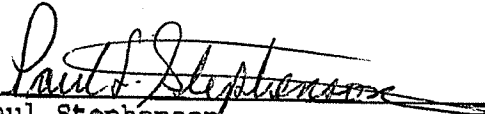
WHEREAS, the Township has complied with all of the conditions and requirements of N.J.S.A. 40A:11-4 and 40A:11-5 as set forth above; and

WHEREAS, it appears to be in the best interest of the Township to accept the negotiated price offered by F & H Builders, Inc., P.O. Box 3, Willingboro, New Jersey 08046, in the amount of \$282,500.00 which, is a reasonable price for the goods and services being offered and, is consistent with the cost estimates prepared by the Township Engineer and represents the most responsible and responsive price for all goods and services being offered; and

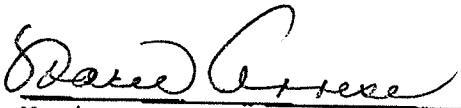
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 9<sup>th</sup> day of July, 2002, that the negotiated price for the Willingboro Amphitheater

project as submitted by F&H Builders, Inc. be accepted as per the recommendations of the Township Engineer.

  
Paul Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Deputy Township Clerk

**RESOLUTION NO. 2004 – 87**


**A RESOLUTION REJECTING ALL BIDS SUBMITTED FOR THE HISTORIC RIVERFRONT NEIGHBORHOOD SOLID WASTE COLLECTION SERVICES PROGRAM.**

WHEREAS, the Township Council of the Township of Willingboro as the Lead Agency requested that bids be submitted for **THE HISTORIC RIVERFRONT NEIGHBORHOOD SOLID WASTE COLLECTION SERVICES PROGRAM**; and


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

WHEREAS, it appears to be in the best interest of the Township of Willingboro, as the Lead Agency and on behalf of the Historic Riverfront Neighborhood Solid Waste Collection Services Program to reject all bids submitted based on the bids coming in far in excess of anticipated cost.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of July, 2004, that the bids are hereby rejected.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk


**RESOLUTION NO. 2004 - 88**

WHEREAS, at the request of the applicant, Lourdes MRI Trailer, a final inspection was made; and


WHEREAS, it was determined by the Township Engineer, in accordance with his letter dated June 18, 2004, that the applicant has complied with the Planning Board Resolution and that all the improvements have been inspected.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of July, 2004, that the Township Council release the performance guarantee subject to the applicant posting a two year maintenance guarantee in the amount of \$3,780.00, settlement of escrow account and deposit of \$500.00 to cover future billings.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



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

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

June 18, 2004

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

Michael G. Brennan  
Law Offices  
Brennan & Bernardin  
434 Haddon Avenue  
P.O. Box 356  
Collingswood, NJ 08108

Mark E. Malinowski, PE  
John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicis, Jr., CLA, PP, AICP  
Harry S. Dirkin  
Carl A. Turner, PE

RE: Lourdes MRI Trailer  
Performance Guarantee Release  
LWR File No. 2002-39-89

Dear Mr. Brennan:


I am in receipt of your letter dated May 5, 2004 regarding the release of the above mentioned project. In accordance with audit procedures, the Performance Bond must be released and returned in its entirety.

A separate Maintenance Bond must be instituted for the exact amount requested.

Patrick J. Ernis, PE  
Gordon L. Lenher, LS  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Very truly yours,

LORD, WORRELL & RICHTER, INC.

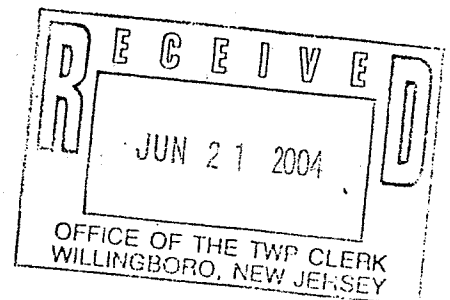
  
Carl A. Turner, PE  
Willingboro Township Engineer

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

CAT:db

c: Denise Rose, Township Manager  
Marie Annese, Township Clerk  
Edith Baldwin, Planning Board Secretary  
Michael A. Armstrong, Township Solicitor

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651 High Street  
Burlington, NJ 0801  
(609) 387-280  
Fax (609) 387-300  
www.lwrengineers.com

168 W. Ridge Pike  
Limerick, PA 1946  
(800) 640-892

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PE, CME  
Jeffrey S. Richter, PE, PP

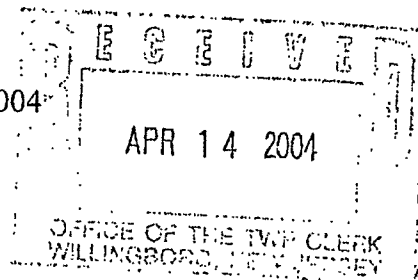
Mark E. Malinowski, PE

John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicis, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

Patrick J. Ennis, PE  
Gordon L. Lenher, LS  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

April 13, 2004



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

RE: Lourdes MRI Trailer  
Performance Guarantee Release  
LWR File No. 2002-39-89

Dear Ms. Annese:

The requirements of the Approval Resolution granting Site Plan Approval for the above referenced site have been met. All improvements have been inspected. It would therefore be appropriate for Council to release the Performance Guarantee on the posting of a Maintenance Guarantee in the amount of 15% of \$25,200.00 or \$3,780.00 for a period of two (2) years. Prior to release all escrow accounts are to be settled in addition to depositing an additional \$500.00 for bills not submitted as of this writing and a maintenance bond inspection at the end of two (2) years.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:km

cc: Denise Rose, Township Manager  
Michael G. Brennan

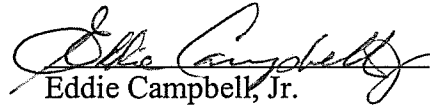
**RESOLUTION NO. 2004 - 89**

**A RESOLUTION MAKING APPLICATION FOR  
2004 ROID GRANT**

WHEREAS, the Township of Willingboro, a Municipal Corporation, desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$18,000 with a 20% Township match of \$3,700.00 to carry out and develop programs for developmentally challenged individuals EXPANDING HORIZONS;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of July, 2004, that the Township of Willingboro does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs; does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said agreement between Willingboro Township and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

  
Eddie Campbell, Jr.  
Mayor

**CERTIFICATION:**

I, Marie Annese, RMC, Clerk of the Township of Willingboro, hereby certify that at a meeting of the Governing Body held on July 6, 2004, the above resolution was duly adopted.

  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO RECREATION DEPARTMENT**

Memo

To: Denise Rose, Township Manager  
From: Kendall O. Brunson, Recreation Leader  
Date: 6/28/2004  
Re: Handicap Grant Resolution (Expanding Horizons)

---

Enclosed, you will find a copy of this year's ROID (Handicap Grant/Expanding Horizons) application and request for a signed and Township sealed resolution. Please forward request for resolution to the Clerk's office for signature and addition to the agenda for the next Council meeting. This year we are requesting \$18,000 with a 20% Township match of \$3,700.



RESOLUTION

Whereas, the \_\_\_\_\_  
(formal name of organization)  
desires to apply for and obtain a grant from the New Jersey Department of Community Affairs  
for approximately \$ \_\_\_\_\_ to carry out a project to \_\_\_\_\_  
(dollar amount of request)

\_\_\_\_\_  
(briefly describe the project)

Be it therefore RESOLVED,

- 1) that the \_\_\_\_\_  
(formal name of organization)  
does hereby authorize the application for such a grant; and,  
2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore,  
upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does  
further authorize the execution of any such grant agreement; and also, upon receipt of the fully  
executed agreement from the Department, does further authorize the expenditure of funds pursuant  
to the terms of the agreement between

\_\_\_\_\_  
(formal name of organization)  
and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are  
authorized to sign the application, and that they or their successors in said titles are authorized to  
sign the agreement, and any other documents necessary in connection therewith:

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(type or print name)  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(type or print name)  
\_\_\_\_\_  
(title)

CERTIFICATION:

I, \_\_\_\_\_, the \_\_\_\_\_,  
(name of Board Secretary / Government Clerk) (title of position - Board Secretary or  
Government Clerk)  
of \_\_\_\_\_  
(formal name of organization)

hereby certify that at a meeting of the Board of Directors / Governing Body held on \_\_\_\_\_

(meeting date)  
the above RESOLUTION was duly adopted.

AFFIX GOV'T,  
CORPORATE OR  
NOTARY SEAL  
Government Clerk)

\_\_\_\_\_  
(Signature of Secretary of the Board of Directors or

Application Cover Page

Name of Municipality/County: **Township of Willingboro**

Address: **1 Salem Road  
Willingboro, NJ 08046**

Contact Person: **Harry W. McFarland**

Address: **429 JFK Way  
Willingboro, NJ 08046**

Phone No. **609.871.5700**  
 Fax No. **609.871.6990**  
 E-Mail: **Harry.McFarland@willingborotwp.org**

Chief Elected Official: **Eddie Campbell Jr.**  
 Title: **Mayor**  
 Phone: **609.877.2200**

Chief Fiscal Officer: **Joanne Diggs**  
 Phone No. **609.877.200**  
 Fax No. **609.835.0782**  
 E-Mail:

Vendor ID Number: **216007381**

**APPLICATION SUMMARY** (Complete the following for each program included in your application)

<u>Program Name</u>	<u>Type of Grant*</u>	<u>Service Type**</u>	<u>Undupli- cated # to be served</u>	<u>Amount Requested</u>	<u>Local Match</u>	<u>Total Program Cost</u>
Expanding Horizons	C	C	45	\$18,000	\$3,700	\$21,700
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
<b>TOTAL</b>			<b>45</b>	<b>\$18,000</b>	<b>\$3,700</b>	<b>\$21,700</b>

\* Type of Grant: Enter "S" for Special Events Grant or "C" for Comprehensive Recreation Service Grant

\*\* Service Type: Enter "N" for New Service, "E" for expansion of and Existing Service or "C" for Continuation of existing service

## Program Cover Page

**Program Name:** Expanding Horizons

**Type of Funding:**
 Special Events Grant  
 Comprehensive Recreation Service Grant

**Type of Project:**
 New Services  
 Expansion of Existing Services  
 Continuation of Existing Services

**Project Start Date:** 01/01/05

**Project End Date:** 12/31/05

**Disability Group Served:** Developmentally Disabled

**Age Group Served:** Adult

**Duration and Frequency (Hours per session over grant term):** 2 Hours @ twice a week = 4 hours per week

**Amount Requested:** \$18,000

**Local Match:** \$3,700

**Total Project Cost:** \$21,700

**Source of Local Match:** General Revenue  
 Recreation Services and Program Handicap Grant Match

**Service Provider:** Township of Willingboro Recreation Department

**Address:** 429 JFK Way, Willingboro, NJ 08046

**Contact Person:** Kendall O. Brunson

**Phone:** 609.871.5700 **Fax:** 609.871.6990

**E-Mail:** kendall\_brunson@willingborotwp.org

**Check if Service Provider is a third party agency:**

## ROID Program Budget

**Program Name:** Expanding Horizons

	STATE SHARE	LOCAL SHARE	TOTAL
--	----------------	----------------	-------

<b>PERSONNEL</b>			
Head Program Leader	\$3,000	\$600	\$3,600
Program Leader	\$2,000	\$400	\$2,400
Program Leader	\$2,000	\$400	\$2,400
Program Leader	\$2,000	\$400	\$2,400
Program Leader	\$2,000	\$400	\$2,400
Bus Driver	\$3,000	\$600	\$3,600
<b>Subtotal</b>	<b>\$14,000</b>	<b>\$2,800</b>	<b>\$16,800</b>

<b>CONSULTANTS &amp; CONTRACT SERVICES</b>			
Program Contractors	\$500	\$300	\$800
			\$0
			\$0
			\$0
<b>Subtotal</b>	<b>\$500</b>	<b>\$300</b>	<b>\$800</b>

<b>OTHER COSTS</b>			
Travel/Bus Rental	\$2,000	\$400	\$2,400
Space Rental	\$500	\$0	\$500
Program Supplies	\$500	\$0	\$500
Food/Refreshments	\$0	\$100	\$100
Special Event Equipment Rental	\$500	\$0	\$500
Misc.		\$100	\$100
			\$0
			\$0
			\$0
<b>Subtotal</b>	<b>\$3,500</b>	<b>\$600</b>	<b>\$4,100</b>

<b>TOTAL</b>	<b>\$18,000</b>	<b>\$3,700</b>	<b>\$21,700</b>
--------------	-----------------	----------------	-----------------

1. **Summary:** As a past Ted Kaplan Exemplary Recreation Group award recipient, Expanding Horizons is a recreation group that offers developmentally disabled adults an opportunity to engage in various recreational activities such as sports, social activities, arts & crafts and trips. The participants engage in a variety of programs, including picnics, dance lessons, martial arts, tennis, swimming and demonstrations (Police/K-9, First Aid). The program continues to spark interest from people all over Burlington County. Currently, we have approximately 55 participants that reside in Willingboro and one or two group homes that are non Willingboro residents that join us for activities and events. In addition, bus transportation is provided to Willingboro residents.
2. Expanding Horizons is one of the few programs that serve developmentally disabled individuals through means of recreation in the Burlington County Area. We have a program that allows people to come out and enjoy themselves just like any other recreation program. We have talented and enthusiastic staff members. It has already been said that Expanding Horizons is in high demand due to the steady increase of participants in the program. We would like to expand the program to include multiple nights. This would allow us to include more people in the program and give us more service ability to help assist our participants into an inclusive recreation program.
3. The Willingboro Recreation Department exists to meet the community's recreational/cultural needs and interest by providing a comprehensive variety of quality and nurturing leisure/recreational/educational programming through traditional and passive methods. We strive to enhance and maintain the quality of life for the total population we serve through participation in active, passive and informative activities. We are committed to providing exceptional recreational, cultural, park and playground facilities that are conducive to our community's growth. The Recreation Department services residents year round with programs. Here is the current listing of summer programs: tennis, swim lessons, cooking, basketball, karate, chess, archery, fishing, Line dancing, camps, playgrounds and much more. Key staff with the Expanding Horizons includes:

Superintendent of Recreation: Has over 35 years of recreation experience in the community recreation industry. He holds a degree in recreation. It was through him the program (originally called Our Special Adults) was formed

Recreation Supervisor: Has been in this position for over 13 years. She holds a B.S. in Recreation and Leisure Studies

Program Coordinator: Has been working with the Recreation Department over 10 years. Specifically, has been working with Expanding Horizons as the Coordinator for the past four years. He has specific experience working with Cerebral Palsy of New Jersey and the Special Olympics:

Program Staff: Our entire program has previous experience working in the field of recreation. They bring with them a variety of experience including: arts and crafts, EMT training, leadership training and prior supervisory experience in recreation.

**RESOLUTION NO. 2004 - 90**  
**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

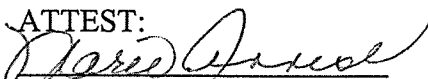
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 7/6, 2004, that an Executive Session closed to the public shall be held on 7/6, 2004, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2004 – 91**


**A RESOLUTION REJECTING BID SUBMITTED FOR THE  
LEASE AGREEMENT, CONSTRUCTION OF COMMUNICATION  
MONOPOLE**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for a Lease Agreement, Construction of Communication Monopole at the intersection of Beverly Rancocas Road and J. F. K. Way; and


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

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject the bid submitted.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of July, 2004, that the bid is hereby rejected.

  
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

June 30, 2004

Mayor Eddie Campbell, Jr.  
Township of Willingboro  
One Salem Road  
Willingboro, New Jersey 08046

RE: Monopole Project Bid Recommendation

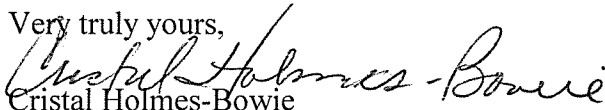
Dear Mayor Campbell:

As you know, the Township let bids for the monopole project (flagpole encompassing a cellular tower) on June 1, 2004. The Township received a bid from only one vendor, Sprint, which included certain exceptions. Although several of the exceptions are not problematic in and of themselves, the first two exceptions are fundamentally different from the project as it had been presented originally. That is, Sprint would own the flagpole and have the right to sublease additional space to future collocators. Only upon carriers' abandonment of the flagpole, it would become property of the township. The Bid Specifications presently require that the flagpole would belong to the township, and that the successful bidder would remove the flagpole with the Township's consent upon abandonment of the flagpole.

Moreover, Sprint's other exception is that it should be permitted to pay only 15% of revenue from future collocators on the flagpole, as opposed to 50% which was required in the bid specifications.

Finally, while there were no other bids, we did receive a letter from another vendor, indicating that the bid specifications as written were financially impossible. Therefore, he did not bid. It may appear that if the Township accepts these exceptions, the Township has extended favorable treatment to Sprint of which the other vendor could not benefit. Therefore, it is my recommendation that as in the past that the Township should not accept the single bid and that it should not accept the "exceptions." The township was to report out its decision within 30 days of the date the bid was let.

Very truly yours,

  
Cristal Holmes-Bowie

cc: Township Manager  
Township Council



E.C.

# 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

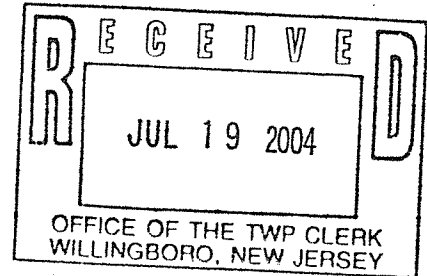
ANDREW M. DUCLAIR\*  
Email: amd@armstronglawfirm.com

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

PLEASE REPLY TO WILLINGBORO

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

June 30, 2004



Mayor Eddie Campbell, Jr.  
Township of Willingboro  
One Salem Road  
Willingboro, New Jersey 08046

**Re: Monopole Project Bid Recommendation  
My File No.: 530-51-03**

Dear Mayor Campbell:

As you know, the Township let bids for the monopole project (flagpole encompassing a cellular tower) on June 1, 2004. The Township received a bid from only one vendor, Sprint, which included certain exceptions. The Township Engineer, Carl Turner, P.E. forwarded this bid to our office for interpretation and determination regarding award. Although several of the exceptions are not problematic in and of themselves, the first two exceptions are fundamentally different from the project as it had been presented originally. That is, Sprint would own the flagpole and have the right to sublease additional space to future collocators. Only upon carriers' abandonment of the flagpole, it would become property of the Township. The Bid Specifications presently require that the flagpole would belong to the Township, and that the successful bidder would remove the flagpole with the Township's consent upon abandonment of the flagpole.

Moreover, Sprint's other exception is that it should be permitted to pay only 15% of revenue from future collocators on the flagpole, as opposed to 50% which was required in the bid specifications.

Finally, while there were no other bids, we did receive a letter from another vendor, indicating that the bid specifications as written were financially impossible. Therefore, he did not bid. It may appear that if the Township accepts these exceptions, the Township has extended favorable treatment to Sprint of which the other vendor could not benefit. After discussion with the Township Engineer and our review of the exception it is our opinion that awarding this contract would not be in the best interest of the Township. Therefore, it is my recommendation that as in the past that the Township should not accept the single bid and that it can not accept the "exceptions" in that it completely revises the intent and content of the contract. Although, the

Township was to report out its decision within 30 days of the date the bid was let the unexpected exceptions gave need to additional review and interpretation.

Very truly yours,

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

Cristal Holmes-Bowie

cc: Denise M. Rose, Township Manager  
Willingboro Township Council  
Carl A. Turner, Township Engineer

**RESOLUTION NO. 2004 - 92**  
**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

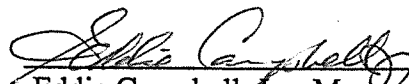
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

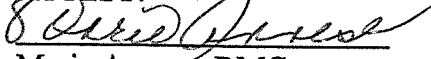
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 7/10, 2004, that an Executive Session closed to the public shall be held on 7/10, 2004, at 9:35 AM. 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 Annesé, RMC  
Township Clerk

**RESOLUTION NO. 2004 - 93**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF SETTLEMENT AND RELEASE AND STIPULATION INCIDENT TO DISMISSAL OF PENDING LITIGATION.**

**WHEREAS**, Eagle Construction Services, Inc., (“Eagle”) as the contractor, entered into a contract with Willingboro, as the owner, whereby Eagle agreed to provide certain paving, curbing, landscaping and other work and related materials at the Willingboro Town Center Project located in Willingboro, New Jersey (the “Project”), and Willingboro agreed to pay Eagle for these services; and

**WHEREAS**, Eagle Construction Services filed a entitled lawsuit against the Township of Willingboro, Carl Turner, Willingboro Township Engineer, and Lord, Worell, & Richter alleging breach the contract in a civil action entitled Eagle Construction Services, Inc. v. Township of Willingboro, Lord Worrell & Richter, and Carl Turner, Superior Court of New Jersey, Burlington County, L-2029-03 (the “Civil Action”); and

**WHEREAS**, in that Civil Action the Township of Willingboro filed a Counterclaim against Eagle alleging that Eagle failed to meet its obligations under the contract; and


**WHEREAS**, the parties involved in the aforementioned lawsuit participated in court ordered mediation and as a result thereof are desirous of settling the issues underlying said litigation and desirous of terminating the pending litigation involving said parties; and

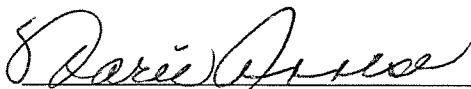
**WHEREAS**, counsel for the respective parties have negotiated a settlement of the outstanding issues, the terms of which are set forth within a document entitled “Settlement Agreement and Mutual Release”, a copy of which is attached hereto; and

**WHEREAS**, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, this July 10, 2004, that the Township Council authorizes its Solicitor to settle the lawsuit entitled, “Eagle Construction Services, Inc. v. Township of Willingboro, Lord Worrell & Richter, and Carl Turner, Superior Court of New Jersey, Burlington County, L-2029-03 in accordance with the terms of the Settlement Agreement and Mutual Release attached hereto; and

**BE IT FURTHER RESOLVED**, that the Mayor and the Clerk of this Township are hereby authorized and directed to execute the aforementioned document on behalf of the Township of Willingboro.

  
\_\_\_\_\_  
Edward Campbell, Jr., Mayor

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



# TOWNSHIP OF WILLINGBORO

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

## *Interoffice Memorandum*

MEMO TO: Michael Armstrong, Township Solicitor  
FROM: Marie Annese  
DATE: July 30, 2004  
SUBJECT: Eagle Construction / Settlement Agreement

---

Pursuant to the Settlement Agreement in the matter of Eagle v. Willingboro Township please be advised that on this date Mr. Vic DiAna from Eagle Construction picked up check no.2450 in the amount of \$358,380.70.

Mr. DiAna provided identification in the form of his drivers license (copy attached) and signed off below indicating receipt of said check.

Thank you.

Signed: \_\_\_\_\_

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

7-30-04

/ma

D4019 76771 05472

AUTO CLASS D ENDR:

OPERATOR LICENSE

DOB

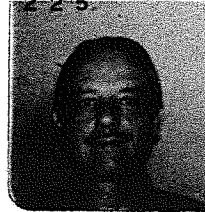
RESTR:

EXPIRES

2-2-5

05-04-1947

07-31-2006



VICTOR J DIANNA

49 APPLGATE ROAD

JOBS TOWN NJ 08041

SEX EYES HT ISSUED

M BRN 6-02 07-18-2002

X *Victor J. Dianna*  
RQ BU20021990221 REN 18.00

**WILLINGBORO TOWNSHIP**  
CAPITAL ACCOUNT

NO.

2450

REFERENCE/DESCRIPTION

NET AMOUNT

PO: 04-02147 DESC: FINAL PAYMENT  
INV: FINAL

VNM: EAGLE016

358,380.70

\$\*\*\*\*358,380.70

DETACH BEFORE DEPOSITING

**WILLINGBORO TOWNSHIP**

CAPITAL ACCOUNT

1 SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

COMMERCE BANK

55-136-312

2450

DATE  
07/30/04

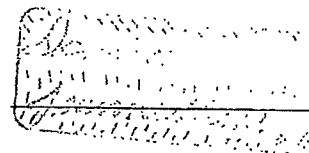
CHECK NO.  
2450

AMOUNT  
\$\*\*\*\*358,380.70

Three Hundred Fifty Eight Thousand Three Hundred Eighty AND 70/100 Dollars

TO THE  
ORDER  
OF

EAGLE CONSTRUCTION COMPANY  
1624 JACKSONVILLE RD  
BURLINGTON NJ 08016



002450 0312013601

LA 1181 211



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

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

Robert W. Lord, PE & LS, PP  
Raymond L. Worell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

**TRANSMITTED VIA FACSIMILE & REGULAR MAIL**

July 30, 2004

Mark E. Malinowski, PE

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

John P. Augustino

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

Barry S. Dirkin

Carl A. Turner, PE

RE: Willingboro Town Center  
Final Settlement Agreement  
Invoice No. 19 (Final)  
Change Order 6 (Final)  
LWR File No. 99-39-15-15

Robert L. Carmelia, LS

Patrick J. Ennis, PE

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Dear Ms. Rose & Members of Council:

Please find attached a fully executed Final Settlement Agreement, a Voucher for the Final Invoice No. 19, and Change Order No. 6 (Final) for the Eagle Construction Services, Inc. matter.

On July 28, 2004, a Maintenance Bond from Eagle Construction Services was received by this office and distributed to the Township Clerk and the Township Solicitor. This Maintenance Bond fulfills our conditions of the Settlement Agreement.

All of the items required for the release of final payments to Eagle Construction Services, Inc. have been received and I release all holds on payments previously requested by the Township Engineer. This releases Voucher No. 18 and Voucher No. 19.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosures

c: Marie Anese, Township Clerk  
Joanne G. Diggs, Director of Finance  
Michael Armstrong, Esq., Township Solicitor  
John Osorio, Esq., Marshall, Dennehey et al  
John Greenhall, Esq., Cohen, Saglias et al  
Victor DiAnna, President, Eagle Construction



Eagle Construction Services, Inc.  
 1624 Jacksonville Road, P.O. Box 615  
 Burlington, NJ 08016

(609) 239-8000  
 FAX (609) 239-8008

**ORIGINAL**

**LETTER OF TRANSMITTAL**

<b>TO: Lord, Worrell &amp; Richter</b> <b>651 High Street</b> <b>Burlington NJ 08016</b>	Job No. <b>1291</b>	Date <b>07/23/04</b>
	Attention: <b>Mr. Carl Turner</b>	
	Re: <b>Willingboro Town Center Project</b> <b>Willingboro, New Jersey</b>	

WE ARE SENDING YOU  Attached  Under separate cover via the following items:  
 shop drawings  prints  plans  specifications  samples  
 copy of letter  change order  Other:

COPIES	DATE	NUMBER	DESCRIPTION
1			<b>Final Settlement Agreement</b>
1			<b>Township Voucher for Estimate No. 19 (Final)</b>
3	07/09/04	6	<b>Change Order for Items S28, and S29</b>

**RECEIVED**  
 JUL 23 2004  
 LORD WORRELL & RICHTER INC.

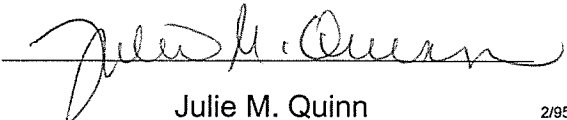
THESE ARE TRANSMITTED as checked below:

for approval  approved as submitted  resubmit  copies for approval  
 for your use  approved as noted  submit  copies for distribution  
 as requested  returned for corrections  return  corrected prints

**FOR BIDS DUE/DATE:**  **PRINTS RETURNED AFTER LOAN TO US**

Remarks:  
**All of the above documents have been executed by our firm.**

**COPY TO:** file

**SIGNED**   
 Julie M. Quinn

If enclosures are not as noted, please notify us at once.



651 High Street  
Burlington, NJ 08016

CHANGE ORDER NO. 6 (FINAL)

Contractor Eagle Construction Company, Inc. Date July 9, 2004  
 Address P.O. Box 615 Project No. 99-39-15-15  
Burlington, NJ 08016 Willingboro Town Center  
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes, type of railing selected is an additional cost.

No.	Description	<u>SUPPLEMENTAL</u> Quantity	Unit Price	Amount
S28	Concrete Removal	1 L.S.	\$ 1,100.00	\$ 1,100.00
S29	Work Completed to June 11, 2004	1 L.S.	\$38,893.97	\$38,893.97

Amount of Original Contract.....	<u>\$2,660,273.40</u>	<u>Carl A Turner</u>	Engineer	Date
Adjusted amount of Contract due to previous Change Orders.....	<u>\$2,955,597.23</u>	<u>WILLINGBORO TOWNSHIP</u>	Municipality	
Supplemental.....	<u>\$ 39,993.97</u>			
Extra.....	<u>-0-</u>	<u>Allie Campbell</u>	Mayor	<u>7/29/04</u> Date
Reduction.....	<u>-\$146,816.88-</u>	<u>EAGLE CONSTRUCTION, INC.</u>	Contractor	
Adjusted Amount of Contract.....	<u>\$2,848,774.32</u>	<u>Victor J. DiAnna</u>	Signed	<u>July 23, 2004</u> Date
Change in Contract.....	<u>7%</u>	<u>Victor J. DiAnna, President</u>		

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (“Settlement Agreement”) has been entered into this 30~~th~~ day of July, 2004 by and between Eagle Construction Services, Inc. (“Eagle”), the Township of Willingboro (“Willingboro”), Lord Worrell & Richter (“LWR”) and Carl Turner (“Turner”) (collectively referred to as “the Parties”), as follows:

**WHEREAS**, Eagle, as the contractor, entered into a contract with Willingboro, as the owner, whereby Eagle agreed to provide certain paving, curbing, landscaping and other work and related materials at the Willingboro Town Center Project located in Willingboro, New Jersey (the “Project”), and Willingboro agreed to pay Eagle for these services;

**WHEREAS**, LWR and Turner entered into a contract with Willingboro to provide engineering, design and oversight services for the Project;

**WHEREAS**, Eagle instituted a civil action seeking to enforce alleged rights in a case styled Eagle Construction Services, Inc. v. Township of Willingboro, Lord Worrell & Richter, and Carl Turner, Superior Court of New Jersey, Burlington County, L-2029-03 (the “Civil Action”);

**WHEREAS**, the Parties have been given the opportunity to assert all claims, defenses, set-offs, counterclaims and/or crossclaims against each other or with respect to any claim which could have been asserted in the Civil Action or the Project;

**WHEREAS**, the Parties agree to release, settle and compromise all claims which they had, have or could have against each other arising from the claims and allegations raised or which could have been raised by any party in the Civil Action;

**NOW THEREFORE**, the Parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

**1. PAYMENT**

In consideration of the mutual promises set forth in this Settlement Agreement and the releases set forth in paragraph two (2), Willingboro agrees to process payment to Eagle as follows: \$217,979.00 for Application #18; \$84,203.00 for Application #19 and; \$56,198.00 for retainage, for a total of Three Hundred Fifty Eight Thousand Three Hundred Eighty Dollars and No Cents (\$358,380.00) by July 30, 2004 provided the Township is in receipt of the Maintenance Bond noted in Paragraph 3 herein. Payment shall be made by check payable to "Eagle Construction Services, Inc.", and shall be submitted to John A. Greenhall, Cohen Seglias Pallas Greenhall & Furman, P.C., 1515 Market Street, Suite 1100, Philadelphia, PA 19102.

**2. RELEASE**

Each Party, in consideration of the promises set forth herein and the payment set forth in paragraph one (1) and intending to be legally bound, for themselves, their officers, partners, directors, administrators, shareholders, and assigns, hereby releases and forever discharges every other Party, as well as its respective agents, officers, directors, partners, commissioners, sureties, servants, employees, attorneys and assigns from any and all causes of action, claims, demands, losses and damages, whether known or unknown, arising out of or relating to the construction, design and/or oversight of the Project, including costs and attorneys' fees incurred in the Civil Action.

This release also specifically includes all causes of action, claims, demands, losses and damages, whether known or unknown, arising out of or relating to any written punchlists issued on the Project.

This release specifically excludes all causes of action, claims, demands, losses and damages, whether known or unknown, arising out of or relating to the Maintenance Bond described below.

**3. MAINTENANCE BOND**

Eagle represents and warrants that it shall provide a one (1) year Maintenance Bond guaranteeing all labor and materials supplied by it on the Project, except that such bond will not cover any items on any written punchlists for the Project that were incomplete as of June 11, 2004, and will not cover the one (1) tree designated by the Parties at the last Mediation session on June 11, 2004. The effective period for the Maintenance Bond will commence to run no later than July 30, 2004. The Maintenance Bond shall be delivered to the Township on or before July 30, 2004 as a condition of receiving payment noted in paragraph 1 herein.

**4. AUTHORITY TO ACT**

All individuals who execute this Settlement Agreement on behalf of any entity represent and warrant that they have full and unconditional authority to act for and to bind that entity to this Settlement Agreement.

**5. FULL AND FINAL SETTLEMENT**

The Parties warrant, represent and agree that they have read this Settlement Agreement and have had the opportunity to review its terms with their respective counsel. The Parties further agree that the terms of this Settlement Agreement are fully understood and voluntarily accepted for purposes of making a full and final settlement of any and all claims on account of the damages alleged or which could have been alleged in the Civil Action or with respect to the Project. The Parties understand that this Settlement Agreement precludes any further litigation between them concerning, arising out of, or relating to the Project. This Settlement Agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

**6. NO ADMISSION OF LIABILITY**

The parties understand and hereby agree that this Settlement Agreement is the compromise of disputed claims, and that the payment and consideration set forth herein is not to be construed as an admission of liability on the part of any party hereto. All parties deny any liability and have agreed to settle this matter and to pay the amount referred to herein solely to avoid the expense and burden of litigation.

**7. STIPULATION OF DISMISSAL**

Within five (5) days of the effective date of this Settlement Agreement as noted above, the Parties shall enter into a Stipulation of Dismissal with Prejudice, dismissing all claims in the Civil Action.

**8. COUNTERPARTS**

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and all of which taken together shall constitute one and the same instrument.

**9. GOVERNING LAW**

This Settlement Agreement shall be construed in accordance with the laws of the State of New Jersey.

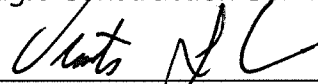
**10. VENUE**

This Settlement Agreement shall be enforced in New Jersey Superior Court, Burlington County, New Jersey.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Settlement Agreement, intending to be legally bound, on the date set forth above.

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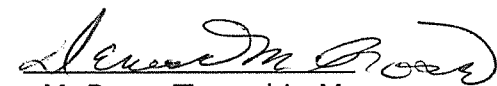
Eagle Construction Services, Inc.



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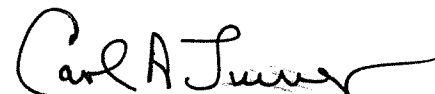
Victor J. DiAnna, President

Township of Willingboro



Denise M. Rose, Township Manager

Lord, Worrell & Richter



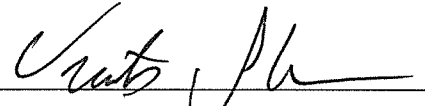
Carl A. Turner, Township Engineer

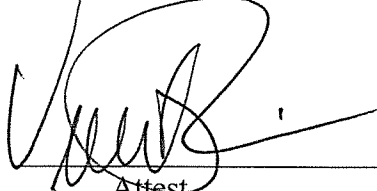
Attest:




Marie Annese, Township Clerk


**EAGLE CONSTRUCTION SERVICES, INC.**

BY:   
Victor J. DiAnna, President  
A duly authorized representative of  
Eagle Construction Services, Inc.

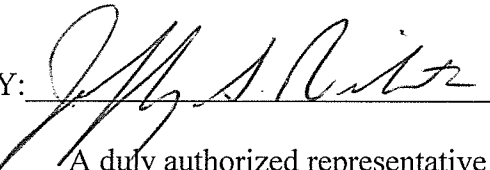
  
Attest  
Vincent Pocino, Vice President

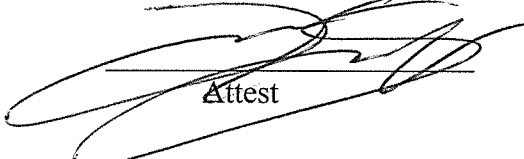
**TOWNSHIP OF WILLINGBORO**

BY:   
A duly authorized representative of  
the Township of Willingboro


  
Attest

**LORD, WORRELL & RICHTER**

BY:   
A duly authorized representative of  
Lord, Worrell & Richter

  
Attest

  
**CARL A. TURNER**

  
Attest





CHANGE ORDER NO. 6 (FINAL)

Contractor Eagle Construction Company, Inc. Date July 9, 2004  
 Address P.O. Box 615 Project No. 99-39-15-15  
Burlington, NJ 08016 Willingboro Town Center  
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes, type of railing selected is an additional cost.

No.	Description	<u>SUPPLEMENTAL</u> Quantity	Unit Price	Amount
S28	Concrete Removal	1 L.S.	\$ 1,100.00	\$ 1,100.00
S29	Work Completed to June 11, 2004	1 L.S.	\$38,893.97	\$38,893.97

Amount of Original Contract.....	<u>\$2,660,273.40</u>	<u>Carl A. Sumner</u>	_____
		Engineer	Date
Adjusted amount of Contract due to previous Change Orders.....	<u>\$2,955,597.23</u>	<u>WILLINGBORO TOWNSHIP</u>	_____
		Municipality	
Supplemental.....	<u>\$ 39,993.97</u>		
Extra.....	<u>-0-</u>	<u>Eddie Campbell</u>	<u>7/29/04</u>
		Mayor	Date
Reduction.....	<u>-\$146,816.88-</u>	<u>EAGLE CONSTRUCTION, INC.</u>	_____
		Contractor	
Adjusted Amount of Contract.....	<u>\$2,848,774.32</u>	<u>Victor J. DiAnna</u>	<u>July 23, 2004</u>
		By: Signed	Date
Change in Contract.....	<u>7%</u>	Victor J. DiAnna, President	

to Council on first Monday of following month.

**WILLINGBORO TOWNSHIP**

WILLINGBORO, NEW JERSEY

COUNTY OF BURLINGTON

Pay To: Eagle Construction Services, Inc.

Address: 1624 Jacksonville Road, Burlington, NJ 08016

Ordered by: \_\_\_\_\_ Terms: \_\_\_\_\_

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
	For the completion of work performed at the		
	Willingboro Town Center Project, Willingboro Twp.		
	ESTIMATE NO. 19 (FINAL)		
	Total Amount Earned: \$2,848,774.32		
	Less Amount Previously Paid: \$2,708,373.32		
	Less 0% Retainage: \$ -0-		
	Amount Due: \$ 140,401.00		
	LWR File No. 99-39-15-15		\$140,401.00

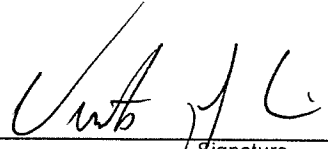
CLAIMANT'S CERTIFICATION AND DECLARATION

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

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

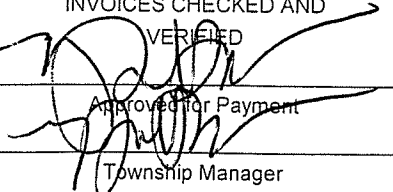
(Check either but not both)

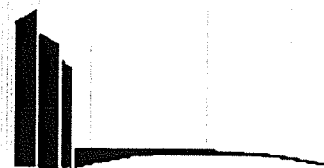
I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

  
 \_\_\_\_\_  
 Signature  
 Victor J. DiAnna, President  
 \_\_\_\_\_  
 Title

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

Signature   
 Title Willingboro Township Engineer

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	The above claim was approved and ordered	
		(Date)	Clerk
	Approved for Payment	Date Paid	
	Township Manager	Check No.	Voucher No.

**COHEN SEGLIAS PALLAS GREENHALL & FURMAN PC**

1515 MARKET STREET, ELEVENTH FLOOR  
PHILADELPHIA, PENNSYLVANIA 19102

TEL: 215.564.1700 • FAX: 215.564.3066  
E.MAIL: dburry@cohenseglia.com  
www.cohenseglia.com

DOUGLAS E. BURRY  
ATTORNEY AT LAW

July 30, 2004

**VIA U.S. MAIL AND FACSIMILE**

Michael A. Armstrong, Esquire  
The Law Office of Michael A. Armstrong  
79 Mainbridge Lane  
Willingboro, NJ 08046

John H. Osorio, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
200 Lake Drive East - Suite 300  
Cherry Hill, NJ 08002

**RE: Eagle Construction Services, Inc. v. Willingboro Township et al.**

Gentlemen:

There appears to be some confusion with regard to the form of the Settlement Agreement in this matter, which has now been fully executed by all parties. This letter is to clarify any confusion and to assure that all parties are in agreement with those clarifications.

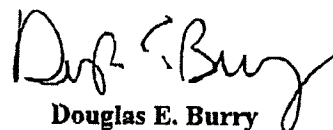
First, Mr. Armstrong informed today that none of the parties dated the Agreement on the first page. It was agreed that the settlement would be considered being entered into as of today, July 30, 2004.

Second, there seems to be some confusion regarding the page numbering of the Agreement. The Agreement as signed goes from page "4" to page "6", skipping page "5". Mr. Armstrong and I reviewed the Agreement, and determined that there is no missing page "5", but rather there is simply an error in the numbering. All information that should be contained in the Settlement Agreement is contained in the version that was signed, with no page "5".

I trust that the above serves to clarify any possible confusion with regard to the Settlement Agreement. If either of you have any questions with regard to the above, or are in disagreement, please contact me immediately so that we can resolve any outstanding issues.

Thank you for your cooperation.

Sincerely,

  
Douglas E. Burry

DEB:sjs

05475-0010

Eagle Construction Services, Inc.  
 1624 Jacksonville Road, P.O. Box 615  
 Burlington, NJ 08016

(609) 239-8000  
 FAX (609) 239-8008

**RECEIVED**  
 JUL 28 2004  
 LORD WORRELL & RICHTER INC.

**LETTER OF TRANSMITTAL**

*Copy*  
*Original [Signature]*

TO: Lord, Worrell & Richter 651 High Street Burlington NJ 08016	Job No. 1291	Date 07/23/04
	Attention: Mr. Carl Turner	
	Re: Willingboro Town Center Project Willingboro, New Jersey	

WE ARE SENDING YOU  Attached  Under separate cover via the following items:  
 shop drawings  prints  plans  specifications  samples  
 copy of letter  change order  Other:

COPIES	DATE	NUMBER	DESCRIPTION
1		KA6014	Maintenance Bond

THESE ARE TRANSMITTED as checked below:  
 for approval  approved as submitted  resubmit  copies for approval  
 for your use  approved as noted  submit  copies for distribution  
 as requested  returned for corrections  return  corrected prints  
 FOR BIDS DUE/DATE:  PRINTS RETURNED AFTER LOAN TO US

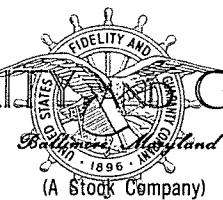
Remarks:

COPY TO: file

SIGNED *Julie M. Quinn*  
 Julie M. Quinn

If enclosures are not as noted, please notify us at once.

UNITED STATES FIDELITY AND GUARANTY COMPANY



MAINTENANCE BOND BOND NUMBER KA6014

KNOW ALL MEN BY THESE PRESENTS, That we, EAGLE CONSTRUCTION SERVICES, INC.

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto TOWNSHIP OF WILLINGBORO

(hereinafter called the Obligee), in the full and just sum of TWO MILLION EIGHT HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY FOUR AND 32/100 Dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated May 31, 2001

FOR WILLINGBORO TOWN CENTER PROJECT

WILLINGBORO TOWNSHIP, LAW B FILE NO. 99-39-15-15

which contract has been or is about to be completed and accepted.

AND WHEREAS, specifications and contract provided that EAGLE CONSTRUCTION SERVICES, INC.

should guarantee the project free from defects caused by faulty workmanship and materials for a period of ONE year, general wear

and tear excepted. This bond will not cover any items on any written punchlists for the project that were incomplete as of June 11, 2004, and will not cover the one (1) tree designated by the Parties at the last Mediation session on June 11, 2004.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted,

for a period of ONE year; then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and delivered JULY 22, 2004

Witness as to EAGLE CONSTRUCTION SERVICES, INC. (Seal)

Principal VICTOR J. DI ANNA, PRESIDENT (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

MARY STOLL WALTER, ATTORNEY IN FACT Attorney-in-fact

PRINTED IN U.S.A.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23859

Certificate No. 1783502

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Peter N. Stoll, Mary Stoll Walter, Peter N. Stoll, Jr. Maryann T. Plant, and Deirdre M. Acord

of the City of Glenside, State Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 7<sup>th</sup> day of May, 2003.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



*[Signature]*  
PETER W. CARMAN, Vice President  
*[Signature]*  
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

On this 7<sup>th</sup> day of May, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



*[Signature]*  
REBECCA EASLEY-ONOKALA, Notary Public

Financial Statement - December 31, 2003

United States Fidelity and Guaranty Company

<u>Assets</u>		<u>Liabilities, Surplus, &amp; Other Funds</u>	
Bonds	\$ 1,813,988,133	Losses	\$ 1,455,108,730
Stocks	522,994,345	Reins. Payable on Paid Losses	5,142,530
Mortgage Loans	57,147,830	Loss Adjustment Expenses	342,136,342
Real Estate	68,700	Contingent Commissions	18,588,853
Cash	(2,888,429)	Other Expenses	47,893,807
Short Term Investments	90,826,921	Taxes, Licenses and Fees	30,801,310
Other Invested Assets	258,947,909	Unearned Premiums	397,910,647
Investment Income Due and Accrued	26,790,828	Advance Premiums	6,718,713
Agents' Balances	203,480,581	Dividends Unpaid - Policyholders	3,771,728
Reinsurance: Amounts Recoverable from Reinsurers	438,732,287	Ceded Reinsurance Premiums Payable	14,331,507
Reinsurance: Funds Held Dep. With Reins. Co.	69,604,443	Funds Held - Reinsurance Treaties	3,024,541
Federal and Foreign Income Tax Recoverable	2,827,356	Amounts Withheld by Company for Accounts of Others	188,833
Net Deferred Tax Asset	56,512,937	Provision for Reinsurance	120,708,259
Receivable from Affiliates	12,041,402	Net Adjustments Due to Foreign Exchange Rates	856,223
Other Assets	<u>834,065,852</u>	Drafts Outstanding	(8,080,818)
		Payable to Affiliates	97,847,608
		Other Liabilities	844,803,158
		<b>TOTAL LIABILITIES</b>	<b>3,350,966,504</b>
		Common Capital Stock	43,678,608
		Surplus	<u>888,366,881</u>
		Surplus as Regards Policyholders	<u>1,032,044,838</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 4,383,010,984</u></b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b><u>\$ 4,383,010,984</u></b>

Securities carried at \$351,882,178 in the foregoing statement, are deposited as required by law.

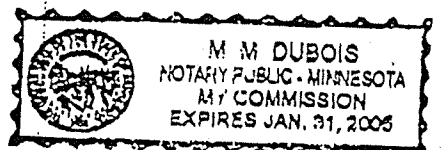
STATE OF MINNESOTA )  
                                  ) SS  
COUNTY OF RAMSEY )

Sheila M. Brown, Assistant Vice President - Financial Reporting, of the United States Fidelity and Guaranty Company, being duly sworn, deposes and says that she is the above described officer of said company; that said company is a corporation duly organized, existing and engaging in business as a surety company under and by virtue of the laws of the State of Maryland, and has duly complied with all requirements of the laws of said state applicable to said company and is duly qualified to act as a surety under such laws; that the above is a true statement of the assets and liabilities of said company of the 31st day of December, 2003

Subscribed and sworn to me before this 15th day of March, 2004.

M M Dubois

Sheila M. Brown  
Sheila M. Brown, Assistant Vice President - Financial Reporting



**RESOLUTION NO. 2004 - 94**

**A RESOLUTION APPROVING A CHANGE ORDER FOR  
EAGLE CONSTRUCTION / TOWN CENTER.**

WHEREAS, Willingboro Township Council, by Resolution No. 2001 - 72 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted Change Order #6 (final) as per the attached; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of July, 2004, that the change order be approved.

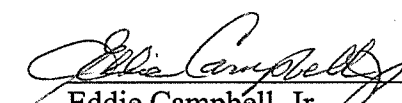
Change Order #6 - calls for Additional Supplemental costs

+ Concrete Removal \$ 1,100.00 and  
+ Work completed to June 11, 2004 \$ 38,893.97 = \$39,993.97 and a  
- Reduction Construction Items \$146,816.88


Reduction of contract - \$106,822.91

Resulting in an Adjusted Amount of Contract \$2,848,774.32 representing a total change in contract of 7%.

BE IT FURTHER RESOLVED, that copies of this change order be provided to the Finance Director for her information and attention.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



Resolution N0. 2004 – 94

Change Order No. 6 – Eagle Construction

Additional Supplemental Costs

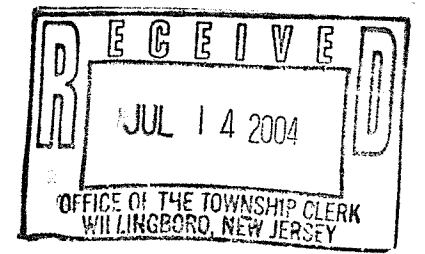
Concrete Removal	\$ 1,100.00
Work complete to 6/11/04	\$ <u>38,893.97</u>
	\$ 39,993.97
Previous Contract Value	\$ <u>2,955,597.23</u>
	\$ 2,995,591.20
 Minus Reduction of Construction Items	 - <u>146,816.88</u>
 New Contract Value	 \$ 2,848,774.32
 <b>Reduction of</b>	 <b>\$ 106.822.91</b>

July 12, 2004

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

Mark E. Malinowski, PE

Michael A. Armstrong, Esq.  
Willingboro Township Solicitor  
79 Mainbridge Lane  
Willingboro, NJ 08046



John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicio, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

RE: Willingboro Town Center  
Work Completed to June 11, 2004  
LWR File No. 99-39-15-15

Dear Mr. Armstrong:

Patrick J. Ennis, PE  
Gordon L. Lenher, LS  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Please find enclosed one (1) original voucher and the three (3) original change order #6 (Final) executed by the Township Engineer and prepared in accordance with Resolution No. 2004-93 (attached) of the Township of Willingboro.

Please have Eagle Construction execute this at the designated locations and return all to my attention.

Once this received along with the back-up material consisting of executed agreement and one (1) year maintenance bond, payment can be made.

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

Very truly yours,  
  
LORD, WORRELL & RICHTER, INC.  
  
*Carl A. Turner*  
  
Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosures

- c: Denise Rose, Township Manager w/attachments
- Marie Annese, Township Clerk w/attachments
- John Osorio, Esq., Marshall, Dennehey, et al w/attachments
- Raymond L. Worrell, II, President, LWR, Inc. w/attachments



CHANGE ORDER NO. 6 (FINAL)

Contractor Eagle Construction Company, Inc. Date July 9, 2004  
 Address P.O. Box 615 Project No. 99-39-15-15  
Burlington, NJ 08016 Willingboro Town Center  
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes, type of railing selected is an additional cost.

No.	Description	<u>SUPPLEMENTAL</u> Quantity	Unit Price	Amount
S28	Concrete Removal	1 L.S.	\$ 1,100.00	\$ 1,100.00
S29	Work Completed to June 11, 2004	1 L.S.	\$38,893.97	\$38,893.97

Amount of Original Contract.....	<u>\$2,660,273.40</u>	<u>Carl A Turner</u>	_____
		Engineer	Date
Adjusted amount of Contract due to previous Change Orders.....	<u>\$2,955,597.23</u>	<u>WILLINGBORO TOWNSHIP</u>	_____
		Municipality	
Supplemental.....	<u>\$ 39,993.97</u>		
Extra.....	<u>-0-</u>		
		Mayor	Date
Reduction.....	<u>-\$146,816.88-</u>	<u>EAGLE CONSTRUCTION, INC.</u>	_____
		Contractor	
Adjusted Amount of Contract.....	<u>\$2,848,774.32</u>	By: _____	Signed _____ Date _____
Change in Contract.....	<u>7%</u>		

to Council on first Monday of following month.

**WILLINGBORO TOWNSHIP**

WILLINGBORO, NEW JERSEY

COUNTY OF BURLINGTON

Pay To: Eagle Construction Services, Inc.

Address: 1624 Jacksonville Road, Burlington, NJ 08016

Ordered by: \_\_\_\_\_ Terms: \_\_\_\_\_

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
	For the completion of work performed at the		
	Willingboro Town Center Project, Willingboro Twp.		
	ESTIMATE NO. 19 (FINAL)		
	Total Amount Earned: \$2,848,774.32		
	Less Amount Previously Paid: \$2,708,373.32		
	Less 0% Retainage: \$ -0-		
	Amount Due: \$ 140,401.00		
	LWR File No. 99-39-15-15		\$140,401.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

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

(Check either but not both)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

Signature Carl A. Turner  
 Title Willingboro Township Engineer

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	The above claim was approved and ordered	
		(Date)	Clerk
	Approved for Payment	Date Paid _____	
	Township Manager	Check No. _____	Voucher No. _____

*Carl Turner -  
Pursue  
Contract*

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF SETTLEMENT AND RELEASE AND STIPULATION INCIDENT TO DISMISSAL OF PENDING LITIGATION.**

**WHEREAS**, Eagle Construction Services, Inc., ("Eagle") as the contractor, entered into a contract with Willingboro, as the owner, whereby Eagle agreed to provide certain paving, curbing, landscaping and other work and related materials at the Willingboro Town Center Project located in Willingboro, New Jersey (the "Project"), and Willingboro agreed to pay Eagle for these services; and

**WHEREAS**, Eagle Construction Services filed a entitled lawsuit against the Township of Willingboro, Carl Turner, Willingboro Township Engineer, and Lord, Worell, & Richter alleging breach the contract in a civil action entitled Eagle Construction Services, Inc. v. Township of Willingboro, Lord Worrell & Richter, and Carl Turner, Superior Court of New Jersey, Burlington County, L-2029-03 (the "Civil Action"); and

**WHEREAS**, in that Civil Action the Township of Willingboro filed a Counterclaim against Eagle alleging that Eagle failed to meet its obligations under the contract; and

**WHEREAS**, the parties involved in the aforementioned lawsuit participated in court order ed mediation and as a result thereof are desirous of settling the issues underlying said litigation and desirous of terminating the pending litigation involving said parties; and

**WHEREAS**, counsel for the respective parties have negotiated a settlement of the outstanding issues, the terms of which are set forth within a document entitled "Settlement Agreement and Mutual Release", a copy of which is attached hereto; and

**WHEREAS**, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, this 7<sup>th</sup> day of October, 2003, that the Township Council authorizes its Solicitor to settle the lawsuit entitled, "Eagle Construction Services, Inc. v. Township of Willingboro, Lord Worrell & Richter, and Carl Turner, Superior Court of New Jersey, Burlington County, L-2029-03 in accordance with the terms of the Settlement Agreement and Mutual Release attached hereto; and

**BE IT FURTHER RESOLVED**, that the Mayor and the Clerk of this Township are hereby authorized and directed to execute the aforementioned document on behalf of the Township of Willingboro.

*Edie Campbell*  
\_\_\_\_\_  
Edward Campbell, Jr., Mayor

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

Willingboro Town Center Project  
 Township of Willingboro, Burlington County, NJ  
 LWR File No. 99-39-15-15  
 Eagle Construction Services, Inc.

Payment No. 19 (FINAL)



Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #5	Adjusted Contract Amount	SPLMNTL	Through 06/24/04		CONTRACT Amount Earned	SPLMNTL Amount Earned	
								Units Built				
1	Clearing Site											
2	Abandonment of Existing Utility Lines	1	LS	\$118,636.00	\$118,636.00	0.00	0.00	0.00	1.00	LS	118,636.00	0.00
3	Traffic Signs	1	LS	\$39,500.00	\$39,500.00	0.00	0.00	0.00	1.00	LS	39,500.00	0.00
4	Roadway Excavation, Unclassified	16	UT	\$365.00	\$5,840.00	0.00	0.00	0.00	16.00	UT	5,840.00	0.00
5	Roadway Excavation, Earth	1,090	CY	\$24.00	\$26,160.00	0.00	0.00	0.00	610.90	CY	14,661.60	0.00
6	Pervious Paving	575	CY	\$9.00	\$5,175.00	0.00	0.00	0.00	575.00	CY	5,175.00	0.00
7	4" Perforated Corrugated Polyethylene Pipe (PCPE)	13,370	SF	\$0.76	\$10,161.20	0.00	0.00	0.00	13,370.00	SF	10,161.20	0.00
8	Reconstruct Inlet/Manhole	1,500	LF	\$14.00	\$21,000.00	0.00	0.00	0.00	2,647.00	LF	37,058.00	0.00
9	Type "B" and "E" Inlet	3	UT	\$1,362.00	\$4,086.00	0.00	0.00	0.00	4.00	UT	5,448.00	0.00
	Type "B"											
	Type "E"	33	UT	\$2,793.00	\$92,169.00	3.26	101,274.18	0.00	37.26	UT	104,054.89	0.00
10	Type "A" Inlet	7	UT	\$4,831.00	\$33,817.00	2.65	46,619.15	0.00	9.65	UT	46,628.81	0.00
11	Sanitary Sewer Connection	2	UT	\$1,599.00	\$3,198.00	0.00	0.00	0.00	2.00	UT	3,198.00	0.00
	12" PVC											
	8" PVC Lateral	2,450	LF	\$143.00	\$350,350.00	-980.50	0.00	0.00	1,469.50	LF	210,138.50	0.00
	Manhole	380	LF	\$137.00	\$52,060.00	1,043.80	195,060.60	0.00	1,423.80	LF	195,060.60	0.00
12	Storm Manhole	15	UT	\$3,210.00	\$48,150.00	-5.00	0.00	0.00	10.00	UT	32,100.00	0.00
13	Utility Trench	8	UT	\$2,862.00	\$22,896.00	3.10	31,768.20	0.00	11.10	UT	31,768.20	0.00
14	Dense Graded Aggregate, Variable Thickness	5,495	LF	\$7.20	\$39,564.00	0.00	0.00	0.00	5,927.00	LF	42,674.40	0.00
15	Milling, 0-3"	2,930	CY	\$29.00	\$84,970.00	0.00	0.00	0.00	2,930.00	CY	84,970.00	0.00
16	Reinforced Concrete Storm Sewer Pipe	15,575	SY	\$1.50	\$23,362.50	26,248.00	62,734.50	0.00	42,384.00	SY	63,576.00	0.00
	18"											
	24"	1,175	LF	\$45.00	\$52,875.00	485.30	74,713.50	0.00	1,660.30	LF	74,713.50	0.00
	36"	1,475	LF	\$59.00	\$87,025.00	-23.50	0.00	0.00	1,451.50	LF	85,638.50	0.00
	42"	510	LF	\$102.00	\$52,020.00	-2.65	0.00	0.00	507.35	LF	51,749.70	0.00
		2,060	LF	\$121.00	\$249,260.00	-90.90	0.00	0.00	1,969.10	LF	238,261.10	0.00

Item	Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #5	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
17	Concrete Sidewalk, 4" Thick	3,564	SY	\$29.00	\$103,356.00	0.00	0.00	0.00	3,118.70	90,442.30	0.00
18	Concrete Pavingstone										
	EP Henry Decro Paver, Color 34 N, 4"x4"	17,382	SF	\$9.20	\$159,914.40	0.00	0.00	0.00	17,382.00	159,914.40	0.00
	EP Henry Decro Paver, Color Tan, 4"x4"	2,234	SF	\$8.90	\$19,882.60	0.00	0.00	0.00	2,137.00	19,019.30	0.00
	Wausau Tile Terra Paver, Type 3FDX, Color 7008, 24"x24"	3,213	SF	\$11.00	\$35,343.00	0.00	0.00	0.00	3,146.60	34,612.60	0.00
	Wausau Tile Terra Paver, Type 3FDX, Color 7008, 18"x18"	850	SF	\$11.80	\$10,030.00	0.00	0.00	0.00		0.00	0.00
19	Concrete Curb										
	4"										
	6"	288	LF	\$11.10	\$3,196.80	0.00	0.00	0.00	288.00	3,196.80	0.00
20	Grading, Topsoiling & Seeding	16,280	LF	\$8.40	\$136,752.00	0.00	0.00	0.00	11,623.00	97,633.20	0.00
21	Landscaping	19,489	SY	\$5.90	\$114,985.10	0.00	0.00	0.00	17,192.00	101,432.80	0.00
	London Plane, 3-1/2" - 4"	44	UT	\$1,057.00	\$46,508.00	0.00	0.00	0.00	44.00	46,508.00	0.00
	London Plane, 2-1/2" - 3"	20	UT	\$450.00	\$9,000.00	0.00	0.00	0.00	0.00	0.00	0.00
	Shademaster Honeylocust, 3-1/2" - 4"	39	UT	\$850.00	\$33,150.00	0.00	0.00	0.00	38.00	32,300.00	0.00
	Japanese Holly	205	UT	\$35.00	\$7,175.00	0.00	0.00	0.00	205.00	7,175.00	0.00
	Hatfield Yew	168	UT	\$60.00	\$10,080.00	0.00	0.00	0.00	154.00	9,240.00	0.00
	Air Entrained Soil	1,715	CY	\$59.00	\$101,185.00	0.00	0.00	0.00	1,515.80	89,432.20	0.00
22	Bituminous Stabilized Base Course, Mix I-2	2,019	TN	\$57.00	\$115,083.00	1,561.00	204,060.00	0.00	3,223.81	183,757.17	0.00
23	Bituminous Concrete Surface Course, Mix I - 5	2,374	TN	\$45.20	\$107,304.80	0.00	0.00	0.00	1,876.37	84,811.92	0.00
24	Long Life Epoxy Traffic Stripes, 4" Wide	8,800	LF	\$0.40	\$3,520.00	0.00	0.00	0.00		0.00	0.00
25	12" White Stop Bars	8	UT	\$43.00	\$344.00	0.00	0.00	0.00		0.00	0.00
26	Bench	20	UT	\$659.00	\$13,180.00	0.00	0.00	0.00	20.00	13,180.00	0.00
27	Bollards	25	UT	\$680.00	\$17,000.00	0.00	0.00	0.00	25.00	17,000.00	0.00
28	Trash Receptacle	4	UT	\$1,691.00	\$6,764.00	0.00	0.00	0.00	4.00	6,764.00	0.00
29	Fountain	1	LS	\$106,385.00	\$106,385.00	0.00	0.00	0.00	1.00	106,385.00	0.00
30	Erosion Controls	1	LS	\$15,100.00	\$15,100.00	0.00	0.00	0.00	0.90	13,590.00	0.00

Item	Description	Quantity	Unit	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #5	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
<b>ADD OPTIONS</b>											
A1	Landscape										
	Red Maple, 2-1/2"-3"	16	UT	\$600.00	\$9,600.00	0.00	0.00	0.00	16.00	9,600.00	0.00
	London Plane, 2-1/2" - 3"	3	UT	\$600.00	\$1,800.00	0.00	0.00	0.00	3.00	1,800.00	0.00
	Red Oak, 2-1/2"-3"	26	UT	\$660.00	\$17,160.00	0.00	0.00	0.00	26.00	17,160.00	0.00
A2	Landscape										
	London Plane, 2-1/2" - 3"	57	UT	\$600.00	\$34,200.00	0.00	0.00	0.00	49.00	29,400.00	0.00

**SUPPLEMENTAL**

S1	Relocate NJ Transit Park-N-Ride Enclosure	1	UT	\$5,800.00	\$0.00	5,800.00	5,800.00	0.00	1.00	0.00	5,800.00
S2	Soil Erosion Control Revisions	1	UT	\$8,349.00	\$0.00	8,349.00	8,349.00	0.00	1.00	0.00	8,349.00
S3	On-site Fill	1	LS	\$45,000.00	\$0.00	45,000.00	45,000.00	0.00	1.00	0.00	45,000.00
S4	Remobilize for Paving @ Campbell Drive	1	LS	\$2,300.00	\$0.00	2,300.00	2,300.00	0.00	1.00	0.00	2,300.00
S5	N.J.D.O.T. White Concrete Curb	605	LF	\$18.40	\$0.00	11,132.00	11,132.00	0.00	941.00	0.00	11,132.00
S6	2" Schedule 40 PVC Conduit	1,066	LF	\$3.70	\$0.00	3,648.20	3,648.20	0.00	1,139.00	0.00	3,944.20
S7	4" Schedule 40 PVC Conduit	855	LF	\$8.77	\$0.00	7,498.35	7,498.35	0.00	855.00	0.00	7,498.35
S8	5" Schedule 40 PVC Conduit	1,235	LF	\$8.29	\$0.00	10,238.15	10,238.15	0.00	1,235.00	0.00	10,238.15
S9	6" Schedule 40 PVC Conduit	180	LF	\$16.12	\$0.00	2,901.60	2,901.60	0.00	180.00	0.00	2,901.60
S10	6" Schedule 40 45 Degree Bends	2	UT	\$198.00	\$0.00	396.00	396.00	0.00	2.00	0.00	396.00
S11	Relocate Fence @ Merck for sanitary sewer const.	1	LS	\$800.00	\$0.00	800.00	800.00	0.00	1.00	0.00	800.00
S12	Test Pits @ Merck Roof Drain	1	LS	\$596.00	\$0.00	596.00	596.00	0.00	1.00	0.00	596.00
S13	Removal of (2) Small Electrical Vaults @ Old Sears	2	UT	\$1,400.00	\$0.00	2,800.00	2,800.00	0.00	2.00	0.00	2,800.00
S14	Removal of Steam Pipe at (3) Locations	1	LS	\$6,200.00	\$0.00	6,200.00	6,200.00	0.00	1.00	0.00	6,200.00
S15	Removal of (2) Concrete Tree Planters & (1) Tree	1	LS	\$2,920.00	\$0.00	2,920.00	2,920.00	0.00	1.00	0.00	2,920.00
S16	Curb Removal at Campbell Drive, Existing Driveway	1	LS	\$1,100.00	\$0.00	1,100.00	1,100.00	0.00	1.00	0.00	1,100.00
S17	Class V Pipe @ Route 130	58.5	LF	\$3.60	\$0.00	210.60	210.60	0.00	142.67	0.00	210.60
S18	Sanitary & Storm Tie-In @ Carpet Dimensions	1	LS	\$1,440.00	\$0.00	1,440.00	1,440.00	0.00	1.00	0.00	1,440.00
S19	Saddle @ 10" Sanitary Sewer Tie-In	1	UT	\$400.00	\$0.00	400.00	400.00	0.00	1.00	0.00	400.00



Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #5	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
S20	Test Pit @ Sanitary Manhole #7	1 LS	\$500.00	\$0.00	500.00	500.00	0.00	1.00 LS	0.00	500.00
S21	Removal of Large Vault by Sears	1 UT	\$3,300.00	\$0.00	3,300.00	3,300.00	0.00	1.00 UT	0.00	3,300.00
S22	Concrete Foundation Removal @ College Building	1 LS	\$900.00	\$0.00	900.00	900.00	0.00	1.00 LS	0.00	900.00
S23	DGA Adjustment on Millenium Drive	1 LS	\$3,000.00	\$0.00	3,000.00	3,000.00	0.00	1.00 LS	0.00	3,000.00
S24	Removal of Street Light Pole	1 LS	\$200.00	\$0.00	200.00	200.00	0.00	1.00 LS	0.00	200.00
S25	Upgrade Foundation Pump Voltage	1 LS	\$1,709.00	\$0.00	1,709.00	1,709.00	0.00	1.00 LS	0.00	1,709.00
S26	Concrete Foundation Removal	1 LS	\$2,500.00	\$0.00	2,500.00	2,500.00	0.00	T&M	0.00	2,414.55
S27	Street Light Wiring Trench	1 LS	\$15,000.00	\$0.00	15,000.00	15,000.00	0.00	T&M	0.00	7,364.20
S28	Concrete Disposal	1 LS	\$1,100.00	\$0.00	1,100.00	1,100.00	0.00	1.00 LS	0.00	1,100.00
S29	Work Completed to June 11, 2004	1 LS	\$38,893.97	\$0.00	38,893.97		0.00	1.00 LS		38,893.97
<b>TOTALS</b>				2,660,273.40	209,077.43	2,869,350.83			2,675,366.70	173,407.62

<b>Total Amount Earned</b>	<b>\$2,848,774.32</b>
<b>Less Amount Previously Pd</b>	<b>\$2,708,373.32</b>
<b>Less 0% Retainage</b>	<b>\$0.00</b>
<b>Amount Due</b>	<b>\$140,401.00</b>

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

**TELEFAX COVER SHEET**

TO: Cristal Holmes Bowie Esq

COMPANY: \_\_\_\_\_

DATE: 7/15/04

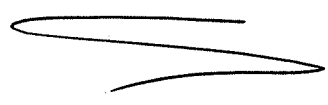
TO FAX NO. Auto

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Res 2004-93 C.O.#6 (FINAL)  
Eagle Construction  
Michael has ALL ORIGINAL  
Backup Material

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

THANK YOU.



OK  
AS  
7/15/04

~~94~~

**RESOLUTION NO. 2004 - 93**

**A RESOLUTION APPROVING A CHANGE ORDER FOR EAGLE CONSTRUCTION / TOWN CENTER.**

WHEREAS, Willingboro Township Council, by Resolution No. 2001 - 72 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted Change Order #6 (final) as per the attached; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of July, 2004, that the change order be approved.

Change Order #6 - calls for Additional Supplemental costs  
Concrete Removal \$ 1,100.00 and  
Work completed to June 11, 2004 \$ 38,893.97 = \$39,993.97 and a

Reduction of contract - \$146,816.88  
Resulting in an Adjusted Amount of Contract \$2,848,774.32 representing a total change in contract of 7%.

BE IT FURTHER RESOLVED, that copics of this change order be provided to the Finance Director for her information and attention.

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

Attest:

\_\_\_\_\_  
Maric Annese, RMC  
Township Clerk

C

C

21955-597-25 1

+ 391993-97 4

21995-591-20 3

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C

C

C

21995-591-20 -

1461816-88 +

21818-774-52-6

.....

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

**TELEFAX COVER SHEET**

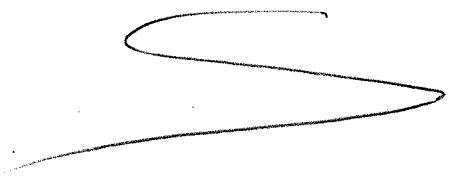
TO: Carl Turner  
COMPANY: LWR  
DATE: 7/14/04  
TO FAX NO. Auto

FROM: Marie A. Goss EXT. 622 PAGES 2

SUBJECT: C.O. Res For Eagle  
For Review &  
Approval

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.





**RESOLUTION NO. 2002 – 64**

**A RESOLUTION APPROVING A CHANGE ORDER FOR  
EAGLE CONSTRUCTION / TOWN CENTER.**

WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 72 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted a change order to increase the contract, to include work that has already been performed, resolved issues and work to be performed in accordance with his letter dated April 23, 2002; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of April, 2002, that the change order be approved.

Change Order #5 adjusts the contract to include the above, to the adjusted amount of \$2,955,597.23 representing an 11% change in contract.

BE IT FURTHER RESOLVED, that copies of this change order be provided to the Finance Director for her information and attention.

\_\_\_\_\_  
Paul L. Stephenson  
Mayor

Attest:

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

*Annese* \$ 220,558.83

RESOLUTION NO. 2002 – 29

A RESOLUTION APPROVING A CHANGE  
ORDER FOR EAGLE CONSTRUCTION/  
TOWN CENTER.

WHEREAS, Willingboro Township Council, by Resolution No. 2001-72 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted a change order to allow relocation of fence @ Merck, test pits at Merck, removal of 2 electrical vaults (Sears), removal of steam pipe at 3 locations and removal of 2 concrete tree planters and one tree; and

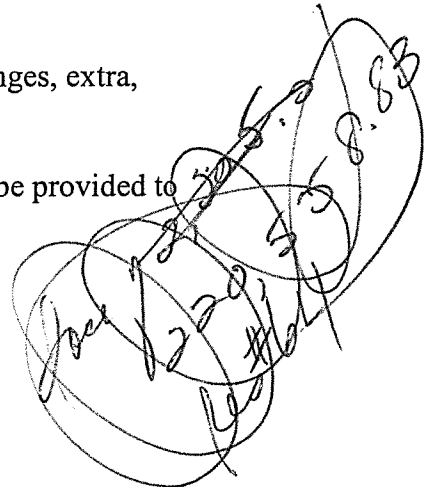
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of February, 2002, that the change order be approved.

1. The change order No. 4 adjusts the contract to include the above changes, extra, \$13,316.00, 2.81%, to the adjusted amount of \$2,735,038.40.

BE IT FURTHER RESOLVED, that copies of this change order be provided to The Finance Director for her information and attention.

\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

A large, handwritten signature in black ink, appearing to read "Paul L. Stephenson", is written over the printed name and title of the Mayor. The signature is somewhat stylized and overlaps the text.

ATTEST:

\_\_\_\_\_  
Rhoda Lichtenstadter, RMC  
Township Clerk



RESOLUTION NO. 2002 – 17

A RESOLUTION APPROVING A CHANGE  
ORDER FOR EAGLE CONSTRUCTION/  
TOWN CENTER.

WHEREAS, Willingboro Township Council, by Resolution No. 2001-72 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted a change order to allow for mobilization for paving at Campbell Drive; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of January, 2002, that the change order be approved.

1. The change order No. 3 adjust the contract to include the above changes, extra, \$2,300, 2.31%, to the adjusted amount of \$2,721,722.40.

BE IT FURTHER RESOLVED, that copies of this change order be provided to The Finance Director for her information and attention.

\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

\_\_\_\_\_  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO.L 2001 – 136

A RESOLUTION APPROVING A CHANGE  
ORDER FOR EAGLE CONSTRUCTION/  
TOWN CENTER.

WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 89 awarded a contract to Eagle Construction for the Town Center project; and

WHEREAS, the engineer has submitted a change order to increase the contract, to include an application permit for fill requirements by NJDOT, in accordance with his letter dated November 14, 2001; and


WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of November, 2001, that the change order be approved.

1. The change order #2 adjusts the contract to include the above changes, extra, \$45,000, 2.22%. to the adjusted amount of \$2,719,422.40

BE IT FURTHER RESOLVED, that copies of this change order be provided to the Finance Director for her information and attention.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 – 89

A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR EAGLE CONSTRUCTION – TOWN CENTER

WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 72, awarded a contract to Eagle Construction in the amount of \$2,660,274; and

WHEREAS, the Engineer has submitted a change order to increase the contract, to include the relocation of Park-N-Ride Enclosure, and additional soil erosion controls; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of July, 2001, as follows:

1. The change order #1 adjusts the contract to include the above changes, extra, \$14, 149.00.
2. Change Order No. 1 adjusts the contract to include increases, which changes the original contract by .0053% making the contract \$2,674,422.40
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

---

EDDIE CAMPBELL, JR.  
MAYOR

ATTEST;

---

Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 - 72

BID AWARD – WILLINGBORO TOWN CENTER PROJECT

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the Willingboro Town Center Project; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Eagle Construction Services, Inc., General Contractors, P. O. Box E, Burlington, New Jersey 08016. The award is for a base bid in the amount of \$2,597,514.00 with Option 1, Landscaping, in the amount of \$28,560.00 and Option 2, Landscaping, in the amount of \$34,200.00, for a total bid amount of \$2,660,274.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of May, 2001, that the bid be accepted as per the recommendation of the Township Engineer.

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

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

Attest:

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

**RESOLUTION NO. 2004 - 95**

**A RESOLUTION EXTENDING THE DATE  
FOR 2004 3RD QUARTER TAXES**

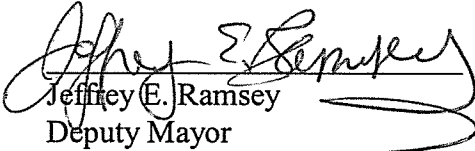
WHEREAS, the Township Council of the Township of Willingboro has determined that it is impossible to send out the regular third quarter tax bills for 2004 in a timely fashion, for reasons beyond the control of the Township of Willingboro; and

WHEREAS, it is anticipated that the tax bills will be prepared and sent (mailed) to taxpayers on or before July 23, 2004; and


WHEREAS, the Township Council of the Township of Willingboro has determined that taxpayers are entitled to a reasonable extension of time to make the payments of the third quarter 2004 taxes, without the imposition of penalties;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of July, 2004, that the Treasurer of the Township of Willingboro be and hereby is authorized to accept payments of third quarter 2004 taxes not later than August 16, 2004, without the imposition of interest or penalties; and

BE IT FUTURE RESOLVED, that certified copies of this resolution shall be provided to the Treasurer of the Township of Willingboro for her information and attention.

  
Jeffrey E. Ramsey  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

## AFFIDAVIT OF TAX BILL MAILING

If tax bills are issued after the statutory mailing date, the law requires that the bill include notice of the payment date after which interest will be charged back to the statutory due date. In order for proper internal controls to be maintained and transactions audited, it is necessary for the tax collector to certify the date by which all original bills were mailed and the date by which payment is to be received without interest (see payment schedule information in Section 1 of the guide to Chapter 72, Laws of 1994). This certification is to be filed with the municipal clerk, who must keep it on file as an official document.

A certification must be filed if extended payment dates are required. A separate certification is required for each mailing of tax bills mailed after the statutory dates, whether calendar or state fiscal year, estimated or reconciled. The certification does not apply to mailing of advice copies, only the original bill.




## AFFIDAVIT OF TAX BILL MAILING

I, the undersigned, certify as follows,

1. I am the Tax Collector of the Willingboro Township in the County of Burlington.
2. The mailing or other delivery all of original tax bills for the third quarter 2004 installments for tax year 2004 was completed on August 22, 2004.
3. Pursuant to N.J.S.A. 54:4-66 et seq., the payment for the third quarter installment must be received by August 16, 2004 after which time all receipts shall be deemed delinquent, with interest accruing from August 1, 2004.

I do certify that the foregoing statements made by me are true.

  
\_\_\_\_\_  
Signature

Joanne G. Diggs 1132  
Printed Name Cert.#

Dated: July 30, 2004

Willingboro Township Council Meeting of July 27, 2004

**Rose Street Property cont'd.**  
Brief discussion followed.

Motion was made by Deputy Mayor Ramsey to table this issued until Mayor Campbell is available.

There was no second. Motion died.

Deputy Mayor Ramsey asked that the record show that he thinks it is a mistake – it doesn't make any since at all to allow a zoning change so that houses can be built at market rate, or any other rate, on that stretch of Rose Street. Deputy Mayor Ramsey said that he perceives it to be a major, major problem and added that when a vote is taken, now or in the future, his vote will be no.

**Deputy Mayor Ramsey said that a motion is needed to send this proposal by our Planner to the Planning Board.**

**Motion was made by Councilwoman Collins  
Seconded by Councilman Ayer**

Discussion:

Councilman Ayer stated that this is our proposal. It just so happens that we asked the Planner to say whether it was appropriate or not and he has said it is.

Ms. Rose noted that the statute provides that any zone change requires that there be a formal review and recommendation from the Planning Board.

Councilman Ayer pointed out that he did not want it to come about that the Planner recommended it and therefore we are going to do it. We're going to do it and it turns out that the Planner has accepted the notion and verified it.

Deputy Mayor Ramsey noted that the vote today is just to sent it to the Planning Board and the Planning Board could say no.

Ms. Rose agreed that the Planning Board could say that it is not going to recommend the change and Council could still proceed. But, what would also have to happen is that there would have to be the preparation of an ordinance to amend the zoning ordinance of the township along with notification and public hearing.

Councilwoman Collins asked Deputy Mayor Ramsey why he was so strongly against this.

Deputy Mayor Ramsey said it is the only piece of land locked property that we have in the town that's quite and unobstructed. There are a couple of homes already in that area. Leave it as it is.

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

Motion carried.



RESOLUTION NO. 2004 - 96

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:

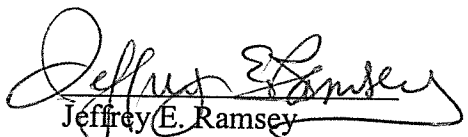
Year	Block/Lot	Assessed To	Amount
2002	814 / 69	Ewah, Rosalyn	\$ 392.16
2003	814 / 69	Ewah, Rosalyn	\$ 355.23

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 27<sup>th</sup> day of July, 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.

  
Jeffrey E. Ramsey  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

RESOLUTION TO CANCEL TAXES FOR ADDED ASSESSMENT

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	814/69	Ewah, Rosalyn	\$ 392.16
2003	814/69	Ewah, Rosalyn	355.23

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

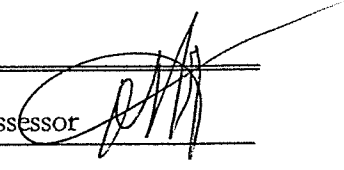
AND WHEREAS, 54:4-99 and 100-allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

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.

TOWNSHIP OF WILLINGBORO  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

INTEROFFICE MEMORANDUM

TO: Joanne Diggs, Tax Collector  
FROM: William R. Tantum, Assessor   
COMPANY: Township of Willingboro  
DATE: 7/7/04  
RE: Block 814 Lot 69, 35 Enderly Lane -  
Ewah, Rosalyn

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:

As a result of a clerical error from the inspections office, the above referenced property was erroneously assessed for a double garage conversion when in fact no conversion had taken place. This was confirmed by a personal inspection by myself.

Therefore, please cancel the taxes billed for the added assessment error amounting to \$588.24 for taxes and \$25.45 in interest. See attached account inquiry details.

An adjustment in the assessed value of \$9000 is required for the 2003 or \$355.23 and 2004 tax year since the assessed total was not changed until this date 7/7/04.

2002 - ADDED -	392.16
2003 - ADDED -	355.23
	<hr/>
	747.39

CANCEL BY RESOLUTION

DID ADJUSTMENT 7-7-04  
40 H & EDWARDS.

RESOLUTION NO. 2004 - 97

WHEREAS, Willingboro Township Council, by Resolution No. 2003 – 84 awarded a bid to Trap Rock Industries, Inc. for 2002 Roadway Repairs in the amount of \$821,230.00; and

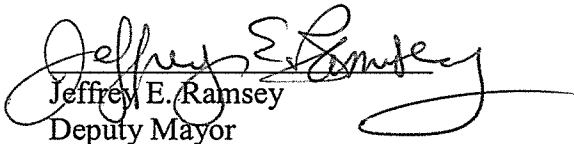
WHEREAS, the Engineer has submitted paperwork for Payment Certification No. 5 and Change Order No. 1 resulting in an Adjusted Amount of Contract \$815,652.44 as per the engineer's letter dated December 5, 2003 and approved by Resolution No. 2004 - 16; and

WHEREAS, the Engineer has now submitted paperwork for Change Order No. 2 (Supplemental \$5,969.79 – Extra \$13,758.78 and Reduction \$83,748.25) resulting in an Adjusted Amount of Contract \$751,632.76) as per the attached letter and documents dated June 24, 2004; and


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

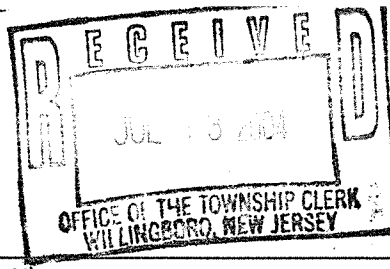
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of July, 2004, that the above change order be approved.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Jeffrey E. Ramsey  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



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

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

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

June 24, 2004

Mark E. Malinowski, PE

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

John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicis, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

RE: 2002 Roadway Repairs  
Willingboro Township  
Final Payment  
LWR File No. 2002-39-31

Patrick J. Ennis, PE  
Gordon L. Lenher, LS  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Dear Ms. Rose:

This letter is to certify that Trap Rock Industries, P.O. Box 419, Kingston, NJ 08528, has completed the above referenced contract. We are certifying that payment be made in the amount of

*Forty One Thousand Six Hundred Seventy One Dollars and 57/100--(\$41,671.57)*

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

This is in accordance with the enclosed Payment Certification spread sheet and Change Order which presents a net savings of \$69,597.24.

If you have any questions or require additional information, please call.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosures

cc: Trap Rock Industries  
John P. Augustino, LWR Director of Inspections

F:\2004USR\2002-39-31\MISC\PAYCERT-FINAL-U24.DOC

CHANGE ORDER NO. 2 (Final)

Contractor Trap Rock Industries, Inc.  
Address P.O. Box 419  
Kingston, NJ 08528

Date June 24, 2004  
Project No. 2002-39-31  
2002 Road Repairs  
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes; reflects as-built quantities.

**SUPPLEMENTAL**

No.	Description	Quantity	Unit Price	Amount
4S	Concrete Gutter @ Sandal Lane	Lump Sum	\$5,969.79	\$ 5,969.79
				<b>Total</b> \$ 5,969.79

**EXTRA**

2	Milling 0" - 3"	624.3 SY	\$ 1.75	\$ 1,092.53
4	Hot Mix Asphalt Surface Course, Mix I-5, 2" Thick	886.6 SY	\$ 5.25	\$ 4,654.65
11	Fire Hydrant Symbols	2 UT	\$ 105.00	\$ 210.00
14	Long Life Epoxy Traffic Stripes, 4" Wide	1,002 LF	\$ .80	\$ 801.60
19	Repair Inlet, Complete	7 UT	\$1,000.00	\$ 7,000.00
				<b>Total</b> \$13,758.78

**REDUCTION**

3	Roadway Excavation, Unclassified (0"-6" or 0"-11")	674.3 CY	\$ 15.50	\$10,451.65
5	Hot Mix Asphalt Base Course, Mix I-2, 5" Thick	4,844.9 CY	\$ 13.00	\$62,983.70
6	Dense Graded Aggregate, Variable Thickness	394.3 CY	\$ 23.00	\$ 9,068.90
13	24" White Stop Bar	2 UT	\$ 52.00	\$ 104.00
15	Parking Spaces Numbers & Letters	40 UT	\$ 11.00	\$ 440.00
18	Bike Safe Grates	1 UT	\$ 200.00	\$ 200.00
20	6" Perforated Corrugated Polyethylene Pipe	20 LF	\$ 25.00	\$ 500.00
				<b>Total</b> \$83,748.25

Amount of Original Contract..... \$821,230.00

Carl A. Tummey  
Engineer 6-29-04  
Date

Adjusted amount of Contract due to previous Change Orders..... \$815,652.44

WILLINGBORO TOWNSHIP  
Municipality

Supplemental..... \$ 5,969.79

Extra..... \$ 13,758.78

Jeffrey E. Ramsey  
Deputy Mayor 7/27/04  
Date

Reduction..... \$ 83,748.25

TRAP ROCK INDUSTRIES, INC.  
Contractor

Adjusted Amount of Contract..... \$751,632.76

William C. Stables  
By: William C. Stables Signed 7-6-2004  
President Date

Change in Contract..... (.0847)%



2002 Roadway Repairs Project  
 Township of Millington, Burlington County, NJ  
 LWR File No. 2002-29-31  
 Tzan, Roe & Industries, Inc.

Final Payment

Through  
 06/10/04



Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
1	Maintenance & Protection of Traffic	1 LS	\$46,000.00	\$ 46,000.00	0.00	0.00	0.00	1.00	46,000.00	0.00
2	Milling, 0"-3"	30,333 SY	\$ 1.75	\$ 53,082.75	0.00	0.00	0.00	30,957.30	54,175.28	0.00
3	Roadway Excavation, Unclassified (0"-6" or 0"-11")	3,153 CY	\$ 15.50	\$ 48,871.50	0.00	0.00	0.00	2,478.70	38,419.85	0.00
4	Hot Mix Asphalt, Surface Course, Mix I-5, 2" Thick	30,333 SY	\$ 5.25	\$ 159,248.25	0.00	0.00	0.00	31,219.60	163,902.90	0.00
5	Hot Mix Asphalt Base Course, Mix I-2, 5" Thick	13,430 SY	\$ 13.00	\$ 174,590.00	0.00	0.00	0.00	8,585.10	111,606.30	0.00
6	Dense Graded Aggregate, Variable Thickness	2,286 CY	\$ 23.00	\$ 52,578.00	0.00	0.00	0.00	1,891.70	43,509.10	0.00
7	Removal of Concrete Base (#6")	5,424 SY	\$ 9.00	\$ 48,816.00	0.00	0.00	0.00	1,733.00	15,597.00	0.00
8	Concrete Curb	4,754 LF	\$ 19.50	\$ 92,703.00	0.00	0.00	0.00	5,058.00	98,631.00	0.00
9	6" R.C. Driveway Apron	387 SY	\$ 57.50	\$ 22,252.50	0.00	0.00	0.00	393.10	22,603.25	0.00
10	6" R.C. Handicap Ramps	102 SY	\$ 225.00	\$ 22,950.00	0.00	0.00	0.00	143.10	32,197.50	0.00
11	Painted Fire Hydrant Symbol	8 UT	\$ 105.00	\$ 840.00	0.00	0.00	0.00	10.00	1,050.00	0.00
12	Painted Crosswalks	2 UT	\$ 155.00	\$ 310.00	0.00	0.00	0.00	2.00	310.00	0.00
13	24" White Stop Bar	4 UT	\$ 52.00	\$ 208.00	0.00	0.00	0.00	2.00	104.00	0.00
14	Long Life Epoxy Traffic Stripes, 4" Wide	2,000 LF	\$ 0.80	\$ 1,600.00	0.00	0.00	0.00	3,002.00	2,401.60	0.00
15	Parking Space Numbers or Letters	40 UT	\$ 11.00	\$ 440.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Pedestrian Crossing Sign	4 UT	\$ 115.00	\$ 460.00	0.00	0.00	0.00	4.00	460.00	0.00
17	Inlets, Type 'B' or 'E'	3 UT	\$ 3,000.00	\$ 9,000.00	0.00	0.00	0.00	3.00	9,000.00	0.00
18	"Bike Safe" Grates	7 UT	\$ 200.00	\$ 1,400.00	0.00	0.00	0.00	6.00	1,200.00	0.00
19	Repair Inlet, Complete	11 UT	\$ 1,000.00	\$ 11,000.00	0.00	0.00	0.00	18.00	18,000.00	0.00
20	6" Perforated Corrugated Polyethylene Pipe	2,050 LF	\$ 25.00	\$ 51,250.00	0.00	0.00	0.00	2,030.00	50,750.00	0.00
21	Adjust Manhole Casting	1 UT	\$ 300.00	\$ 300.00	0.00	0.00	0.00	1.00	300.00	0.00
22	24" RCP	343 LF	\$ 60.00	\$ 20,580.00	0.00	0.00	0.00	343.00	20,580.00	0.00
23	24" RC Headwall	1 UT	\$ 2,750.00	\$ 2,750.00	0.00	0.00	0.00	1.00	2,750.00	0.00
1S	Rip Rap Scour Hole @ JFK Parking Lot	1 UT	\$ 1,566.82	\$ -	1,566.82	0.00	1,566.82	1.00	0.00	1,566.82
2S	Mitrail HP 570 Fabric @ JFK Lot	1 LS	\$ 6,263.75	\$ -	6,263.75	0.00	6,263.75	1.00	0.00	6,263.75
3S	Rip Rap Gabion and Tree Removal	1 LS	\$ 4,284.62	\$ -	4,284.62	0.00	4,284.62	1.00	0.00	4,284.62
4S	Concrete Gutter @ Sandal Lane	1 LS	\$ 5,969.79	\$ -	5,969.79	0.00	5,969.79	1.00	0.00	5,969.79
<b>TOTALS</b>				\$ 821,230.00	18,084.98	0.00			733,547.78	18,084.98

Total Amount Earned	\$751,632.76
Less Amount Previously Pd	\$709,961.19
Less 0% Retainage	\$0.00
Amount Due	\$41,671.57



**RESOLUTION NO. 2004 - 98**


**A RESOLUTION AUTHORIZING THE APPLICATION  
FOR STATE AID FROM NJDOT**

WHEREAS, the New Jersey Department of Transportation, Bureau of Local Aid, has advised that funds are available for improvements on public highways, and construction of highways, under the jurisdiction of municipalities; and


WHEREAS, the Township of Willingboro is eligible to receive funding under said program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 27th day of July, 2004, that application be made to the Commissioner of Transportation for aid under the Fiscal Year 2005 Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available; and

BE IT FURTHER RESOLVED, that the Deputy Mayor and Clerk are hereby authorized and directed to sign such forms as may be necessary in order to apply for available funds.

  
Jeffrey E. Ramsey  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



Post-It® Fax Note	7671	Date	7/26	# of pages	9
To	Marie Arnesen	From	Carl Turner		
Co./Dept.		Co.	LORD, Worrell & Richter, Inc.		
Phone #		Ph	Phone (609) 387-2800		
Fax #	835-0782	Fa	Fax (609) 387-3009		

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

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

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE, PP

July 23, 2004

Mark E. Malinowski, PE

John P. Augustino

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

Barry S. Dirkin

Carl A. Turner, PE

Robert L. Carmelia, LS

Patrick J. Ennis, PE

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Mr. Stephen G. Moy, District Engineer  
New Jersey Department of Transportation  
District 4 Local Government  
One Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002

RE: Application for State Aid, FY 2005  
Municipal Aid Program  
The Transportation Trust Fund  
Charleston Road (Section II)  
Willingboro Township  
LWR File No. 2004-39-10

Dear Mr. Moy:

Enclosed please find three (3) copies of the following items:

1. Complete, signed and sealed New Jersey Department of Transportation Resolution, Application and Agreement for State Aid to Counties and Municipalities under the New Jersey Transportation Trust Fund Authority Act.
2. Construction Estimate detailing the proposed items and quantities.
3. Plan showing the proposed project.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:km  
Enclosures

c: Denise M. Rose, Township Manager

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July 23, 2004

**CHARLESTON ROAD  
WILLINGBORO TOWNSHIP  
LWR File No. 2004-39-10**

**(Hampshire Lane to Vansciver Parkway)  
TOTAL ESTIMATED COST OF IMPROVEMENT  
LENGTH OF ROAD FOR SECTION IV = 2,582 FEET**

**A. Construction Cost**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00
2	ROLLED CONCRETE CURB	1,600	LF	\$ 30.00	\$ 48,000.00
3	VERTICAL CONCRETE CURB	68	LF	\$ 28.00	\$ 1,904.00
4	6" R.C. CONCRETE APRON/SIDEWALK	36	SY	\$ 63.00	\$ 2,268.00
5	6" R.C. HANDICAP RAMP WITH BRICK CENTER	12	UT	\$ 1,000.00	\$ 12,000.00
6	REPAIR INLET	8	UT	\$ 1,100.00	\$ 8,800.00
7	6" UNDERDRAIN	264	LF	\$ 35.00	\$ 9,240.00
8	12" WHITE STOP BARS	1	UT	\$ 325.00	\$ 325.00
9	PAINTED CROSSWALK	2	UT	\$ 325.00	\$ 650.00
10	DOUBLE YELLOW LINES	2,492	LF	\$ 0.70	\$ 1,744.40
11	MILLING, 0"-3"	9,147	SY	\$ 3.25	\$ 29,727.75
12	REMOVAL OF CONCRETE BASE (+/- 5")	9,147	SY	\$ 9.00	\$ 82,323.00
13	ROADWAY EXCAVATION, UNCLASSIFIED	4,400	CY	\$ 10.00	\$ 44,000.00
14	HOT MIX ASPHALT BASE COURSE, 5" THICK	9,147	SY	\$ 13.50	\$ 123,484.50
15	HOT MIX ASPHALT SURFACE COURSE, 2" THICK	9,147	SY	\$ 9.00	\$ 82,323.00
16	DENSE GRADED AGGREGATE, VARIABLE THICKNES	4,400	CY	\$ 20.00	\$ 88,000.00
17	FIRE HYDRANT MARKING	3	UT	\$ 100.00	\$ 300.00
18	4' DIAMETER PAINTED CIRCLE FOR CROSSING GUAI	1	UT	\$ 150.00	\$ 150.00
19	GEOTEXTILE PAVING FABRIC	9,147	SY	\$ 3.50	\$ 32,014.50
<b>TOTAL:</b>					<b>\$ 577,254.15</b>

**B. Design Engineering**

Department of Transportation Participation (%)

$$S = A - B[(C - D)/E] = 7 - (8 - 7) [(1,000,000 - 577,254) / 499,999] = 5.1$$

$$\text{DOT Participation in Design Engineering} = \$577,254 \times 0.051 = \$29,439.95$$

**C. Construction Inspection**

$$10\% \text{ of Construction Cost} = 10\% \text{ of } \$577,254 = \$57,725.42$$

$$\text{Total Estimated Cost (A+B+C)} = \$577,254.15 + \$29,439.95 + \$57,729.42 = \$664,419.52$$

New Jersey Department of Transportation  
Resolution, Application, and Agreement for  
State Aid to Counties and Municipalities

**"Appendix RD"**  
**Roadway Data Sheet**

Project - Charleston Road (Section II)

From: - Hampshire Lane To: - Vansciver Parkway

Municipality - Willingboro Township County - Burlington

**Existing Road Conditions**

Current ADT - 10,000 approx. % Truck Traffic over 5 Tons - ±1.5% Legal Speed Limit - 30 MPH

Commuter Bus Route - Yes  No

Right of Way Width - 60'

Pavement Width - 32' Type - Asphalt Depth - 6" concrete Depth - 2"  
(base) (surface)

Shoulder Width - None Type - \_\_\_\_\_ Depth - \_\_\_\_\_  
(If different for each side or varying, provide minimum width for each side)

Curbing - One Side - \_\_\_\_\_ Both Sides - x

Sidewalk - One Side - \_\_\_\_\_ Both Sides - continuous

Parking Restrictions - No Parking

Existing Bridge being replaced or repaired - Yes \_\_\_\_\_ No

If Yes, and is part of project, complete Appendix BR

**Proposed Improvements**

Right of Way Width - 60'  
Pavement Width - 32' Type - Asphalt Depth - 5" I-2 Base  
17" DGA Depth - 2"  
(base) (surface)

Shoulder Width - N/A Type - \_\_\_\_\_ Depth - \_\_\_\_\_  
(If different for each side or varying, provide minimum width for each side)

Curbing - One Side - \_\_\_\_\_ Both Sides -

Sidewalk - One Side - \_\_\_\_\_ Both Sides - Continuous

Parking Restrictions - No Parking

Will the project meet AASHTO standards? - Yes  No \_\_\_\_\_ If No, list Design Exceptions below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### New Jersey Department of Transportation Resolution, Application, and Agreement for State Aid to Counties and Municipalities

Name of Sponsor: Willingboro Township

Mailing Address: One Salem Road  
Willingboro, NJ 08046

Federal Tax Identification Number 22-6007381  
(Must be inserted by Sponsor)

Program (only check one):  
County Aid \_\_\_\_\_ Municipal Aid  Discretionary Aid \_\_\_\_\_  
Centers of Place \_\_\_\_\_ Pedestrian Safety \_\_\_\_\_ Bikeway \_\_\_\_\_  
Bridge Bond Act \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Sponsor Priority No. I (Prioritized by Program)

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:  
Reconstruction of Charleston Road (Section II)  
(Project Name)

From: Hampshire Lane

To: Vansciver Parkway

in the Municipality of Willingboro Township County of Burlington

State of New Jersey for a distance of .49 miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$ 716,375.55. The Sponsor requests \$ 716,375.55 in State funds and anticipates contributing \$ 0.00; AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

#### Type of Improvement (Check only major type of work)

- |  |   |
|--|---|
| <input type="checkbox"/> Resurfacing                       | <input type="checkbox"/> Culvert (Less than 20 foot span) |
| <input checked="" type="checkbox"/> Roadway Reconstruction | <input type="checkbox"/> Bridge (20 foot span or greater) |
| <input type="checkbox"/> Surface Treatment                 | <input type="checkbox"/> Safety Improvement               |
| <input type="checkbox"/> Traffic Signal Installation       | <input type="checkbox"/> Pedestrian Safety                |
| <input type="checkbox"/> Intersection Improvement          | <input type="checkbox"/> Other (Describe Below)           |
| <input type="checkbox"/> Bikeway                           |   |

#### Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)

Remove existing asphalt surface and entire concrete subbase a distance of 2,582 feet east of the junction of Hampshire Lane and reconstruct the entire road with 17" thick Dense Graded Aggregate, 5" Thick Hot Mix Asphalt Base Course and then install new 2" Hot Mix Asphalt overlay. The concrete subbase has deteriorated so severely that the contractions and expansions have caused surface openings that create a hazard for all vehicles. Reconstruct 1,000 feet of rolled concrete curbing, and 68 feet of vertical concrete curbing, construct concrete handicap ramps and drive aprons. Rehabilitate drainage structures, install underdrains and re-stripe road. Charleston Road is a major cross town connection street. This serves the Willingboro Township. Fire Department and Emergency Services Headquarters.

[SUBMIT 3 COPIES OF THIS FORM TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT ALONG WITH 3 LOCATION MAPS]

Total Estimated Cost of Improvement (Attach a detailed cost estimate)

Construction Cost (From attached estimate)	\$ <u>608,128.65</u>
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ <u>47,434.03</u>
Right-of-Way Costs (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ _____
Construction Inspection and Material Testing if requesting (10% of the final allowable construction cost maximum)	\$ <u>60,812.87</u>
Total Estimated Cost	\$ <u>716,375.55</u>

Project Information

Is utility work planned within the project limits over the next five (5) years? – Yes  No \_\_\_\_\_

Is the purchase of right-of-way required before the start of project construction? – Yes \_\_\_\_\_ No

Does the project intersect a State Highway? – Yes \_\_\_\_\_ No  If yes, which highway? \_\_\_\_\_

If Yes, is the intersection signalized? – Yes \_\_\_\_\_ No \_\_\_\_\_

Is there a railroad crossing within the project limits? – Yes \_\_\_\_\_ No

Is there a railroad crossing 100 feet outside of the project limits? – Yes \_\_\_\_\_ No

Will the construction impact traffic across a railroad crossing outside the project limits? – Yes \_\_\_\_\_ No

**ADDITIONAL FORMS OR DOCUMENTS REQUIRED  
ATTACH ONLY THOSE FORMS APPLICABLE TO THE PROJECT**

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" (may also need "Appendix RD")

Bikeway Project – Attach a copy of "Appendix BW" (may also need "Appendix RD" and "Appendix BR")

Pedestrian Safety Project – Attach a copy of "Appendix PD" (may also need "Appendix RD" and "Appendix BR")

Location map, no larger than 8 1/2" x 11" in size, showing project limits (all information must be clear and legible with street names labeled)

**NOTE** For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the Sponsor agrees that:

- It shall arrange for financing of the total cost of the project provided for in this Agreement.
- It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- The Sponsor must notify the Department of its decision of this Agreement within sixty (60) days of its receipt of notification of the amount allotted by the Department.
- Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- New Jersey Office of Management and Budget, Circular Letter 89-19, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
  - Preparation of contract drawings and supplementary specifications.

2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
  3. Construction of the above referenced improvement.
  4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual On Uniform Traffic Control Devices" published by Federal Highway Administration.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
  2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
1. Two (2) copies of the summary of construction bids.
  2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. It shall award a construction contract for the project within twelve (12) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may grant an extension of this twelve (12) month period after receiving an adopted resolution containing the request from the Sponsor. The Department may cancel the funds allotted to the project if the Sponsor does not award the construction contract within the specified time.
- v. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- w. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
- x. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 10 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- y. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage as determined by the Commissioner, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project completion.



2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement.
  3. If the Sponsor requests, project funding can be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department. Progress payments of not less than \$50,000 may be made. The final voucher, with supporting information as required by the Department, is to be submitted within six (6) months of project completion.
- z. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- aa. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- bb. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- cc. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- dd. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- ee. It shall maintain the completed project in a manner satisfactory to the Department.
- ff. It will comply with Title VI of the 1964 Civil Rights Act.
- gg. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.

AND BE IT FURTHER RESOLVED that the Deputy Mayor and Clerk are hereby authorized to execute and attest this Resolution, Application and Agreement.

**FOR THE SPONSOR**

ATTEST and AFFIX SEAL: *Daria Arrese* (Clerk) *Jeffrey E. Sander* (Presiding Officer)

**FOR THE DEPARTMENT OF TRANSPORTATION**

Fiscal Year/Funds: \_\_\_\_\_

Job Number: \_\_\_\_\_

Account: \_\_\_\_\_

State Funds: \_\_\_\_\_

FAO Number: \_\_\_\_\_

Certification of Funds \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Director, Division of Accounting and Auditing

APPROVED AS TO FORM: Attorney General of New Jersey APPROVED: \_\_\_\_\_ Date \_\_\_\_\_ Director, Division of Local Aid and Economic Development

By \_\_\_\_\_ Deputy Attorney General

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on \_\_\_\_\_

\_\_\_\_\_  
Secretary, Department of Transportation

RESOLUTION NO. 2004 - 99

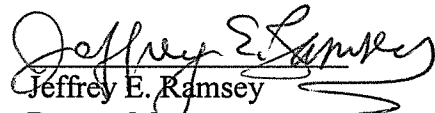
**A RESOLUTION AUTHORIZING THE RELEASE  
OF THE PERFORMANCE GUARANTEE FOR  
Timothy Huang, Tim's Auto Service Garage  
Levitt and VanSciver Parkways**

WHEREAS, there has been a request by Mr. Timothy Huang, Planning Board applicant, to release the performance guarantee; and


WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated July 26, 2004, that the applicant has complied with the requirements granting site plan approval;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of July, 2004, that in accordance with the attached recommendations, all improvements have been inspected and all escrow balances have been paid, that the performance guarantee be released on the posting of a Maintenance Guarantee in the amount of 15% or \$1,650.00 for two years.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director and to the Planning Board.

  
Jeffrey E. Ramsey  
Deputy Mayor

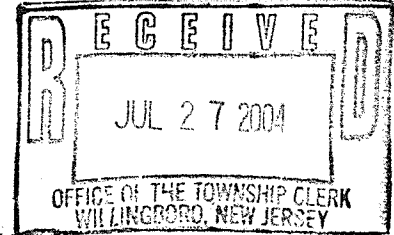
Attest:

  
Marie Annese, RMC  
Township Clerk

Robert W. Lord, PE & LS, PP  
Raymond L. Worell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

**TRANSMITTED VIA FACSIMILE  
609-835-0782**

July 26, 2004



Mark E. Malinowski, PE

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

John P. Augustino  
Gerald J. DeFelicis, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

RE: Performance Guarantee Release  
Proposed Auto Service Garage  
Willingboro Township, New Jersey  
LWR File No. 2002-39-90

Robert L. Carmelia, LS  
Patrick J. Ennis, PE  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Dear Ms. Annese:

The requirements of the Approval Resolution granting Site Plan Approval for the above referenced site have been met. All improvements have been inspected. It would therefore be appropriate for Council to release the Performance Guarantee on the posting of a Maintenance Guarantee in the amount of 15% or \$1,650.00 for a period of two years.

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

Very truly yours,

LORD, WORRELL & RICHTER, INC.

A handwritten signature in cursive script that reads "Carl A. Turner".

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

cc: Denise Rose, Willingboro Township Manager  
Timothy Huang

RESOLUTION NO. 2004 – 100

A RESOLUTION TO CANCEL TAXES

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


<b>Year</b>	<b>Block/Lot</b>	<b>Assessed To</b>	<b>Amount</b>
2004	608 / 104	Frederick Hatten	\$2,618.28

WHEREAS, the above property was granted an exemption as a disabled veteran as of March 29, 2004; and


WHEREAS, NJSA 54:4-3.30a et seq. allows for the exemption from taxation from real and personal property for any citizen and resident of the state who has a total or 100% disability as defined by this statute.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of July, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to NJSA 54:4-3.30a.

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

  
Jeffrey E. Ramsey  
Deputy 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 2004:

Year	Block/Lot	Assessed to:	Amount
2004	608 / 104	Frederick Hatten	\$ 2,618.28

AND WHEREAS, the above property was granted an exemption as a disabled veteran as of March 29, 2004.

AND WHEREAS, 54:04-03.30a, et seq.-allows for the exemption from taxation from real and personal property for any citizen and resident of the State who has a total or 100% disability as defined by this statute.

THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this \_\_\_\_\_ day of \_\_\_\_\_, 2004 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-3.30a.

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

RESOLUTION TO CANCEL TAXES FOR ADDED ASSESSMENT

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

INTEROFFICE MEMO

**FILE COPY**

TO: Anna Leale, Tax Collector

FROM: Stacey A. Wallace, Assessor's Office

RE: Property Tax Exemption (15F)

DATE: March 31, 2004

---

Frederick Hatten of 135 Holbrook Lane (Block: 608, Lot: 104) has been approved for a property tax exemption as a disabled veteran under N.J.S.A. 54:04-03.30, et seq.

Mr. Hatten is eligible for this exemption as of March 29, 2004.

**RESOLUTION NO. 2004 - 101**  
**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:

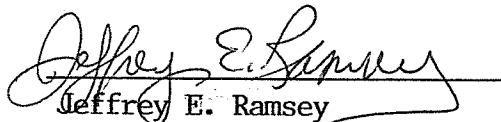
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 7/27, 2004, that an Executive Session closed to the public shall be held on 7/27, 2004, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

ATTEST:

  
Marie Annese, RMC  
Township Clerk

  
Jeffrey E. Ramsey  
Deputy Mayor

RESOLUTION NO. 2004 – 102  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO AUTHORIZING THE  
PROFESSIONAL SERVICE CONTRACT WITH ALLEN S.  
ZELLER, ESQUIRE OF ZELLER & BRYANT, LLP, AS ZONING  
BOARD ATTORNEY, POLICE DISCIPLINARY AFFAIRS  
COUNSEL AND TAX APPEAL ATTORNEY.**

---

**WHEREAS**, the Township of Willingboro has entered into an Agreement with Zeller and Bryant, LLP, to serve as the Township Zoning Board attorney, Police disciplinary affairs counsel and tax appeal attorney for the period of January 1, 2004 to December 31, 2004, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) and;

**WHEREAS**, it is in the best interest of the Township to engage counsel with expertise in Zoning law; police disciplinary actions and tax appeals as counsel to the represent the interests of the Township in these matters, and;

**WHEREAS**, the Township and Zeller & Bryant, LLP have agreed to amend the present contract and to enter into a new contract for those services appointing Allen S. Zeller, Esquire, as a salaried employee for the township of Willingboro providing those services, 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;

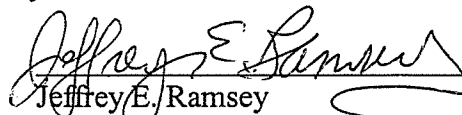
**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July 2004, that Allen S. Zeller, Esquire, of the law firm of Zeller & Bryant, LLP, is appointed as a salaried employee as Zoning Board attorney, Special Labor counsel and Tax attorney for a term beginning August 1, 2004 and expiring on December 31, 2004, and;

**BE IT FURTHER RESOLVED**, that the appointee shall be compensated, in an amount not to exceed (\$30,000.00) thirty thousand dollars and in accordance with the agreement attached.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Allen S. Zeller, Esquire of the law firm Zeller & Bryant, LLP, and;

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Allen S. Zeller for his information and attention and that a notice of this action shall be printed once in the Burlington County Times.

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

  
\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor





# TOWNSHIP OF WILLINGBORO

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

*Copy for cert  
B.R. to  
for Anne*

August 5, 2004

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

*Contract paid 8/19/04*

Dear Mr. Zeller:

Attached for your information and file is a certified copy of Resolution No. 2004 – 102 which was adopted by Willingboro Township Council at their meeting of August 3, 2004. Also attached is the original and two copies of the employment agreement effective now through December 31, 2004.

It would be appreciated if you would sign all and return them to this office so that they can be signed by Mayor Campbell. Upon completion a fully executed copy will be sent to you. ✓

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

RESOLUTION NO. 2004 – 102  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO AUTHORIZING THE  
PROFESSIONAL SERVICE CONTRACT WITH ALLEN S.  
ZELLER, ESQUIRE OF ZELLER & BRYANT, LLP, AS ZONING  
BOARD ATTORNEY, POLICE DISCIPLINARY AFFAIRS  
COUNSEL AND TAX APPEAL ATTORNEY.**

---

**WHEREAS**, the Township of Willingboro has entered into an Agreement with Zeller and Bryant, LLP, to serve as the Township Zoning Board attorney, Police disciplinary affairs counsel and tax appeal attorney for the period of January 1, 2004 to December 31, 2004, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) and;

**WHEREAS**, it is in the best interest of the Township to engage counsel with expertise in Zoning law; police disciplinary actions and tax appeals as counsel to the represent the interests of the Township in these matters, and;

**WHEREAS**, the Township and Zeller & Bryant, LLP have agreed to amend the present contract and to enter into a new contract for those services appointing Allen S. Zeller, Esquire, as a salaried employee for the township of Willingboro providing those services, 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;

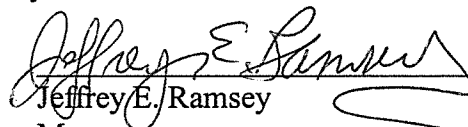
**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July 2004, that Allen S. Zeller, Esquire, of the law firm of Zeller & Bryant, LLP, is appointed as a salaried employee as Zoning Board attorney, Special Labor counsel and Tax attorney for a term beginning August 1, 2004 and expiring on December 31, 2004, and;

**BE IT FURTHER RESOLVED**, that the appointee shall be compensated, in an amount not to exceed (\$30,000.00) thirty thousand dollars and in accordance with the agreement attached.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Allen S. Zeller, Esquire of the law firm Zeller & Bryant, LLP, and;

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Allen S. Zeller for his information and attention and that a notice of this action shall be printed once in the Burlington County Times.

  
Marie Annese, RMC  
Clerk

  
Jeffrey E. Ramsey  
Mayor



# TOWNSHIP OF WILLINGBORO

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

August 19, 2004

Allen S. Zeller, Esq.  
Zeller & Bryant  
Woodcrest Pavilion – Suite 400  
Ten Melrose Avenue  
Cherry Hill, New Jersey 08003

Dear Mr. Zeller:

As per your request, attached is a fully executed copy of the Employment Agreement relative to Resolution No. 2004 – 102.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

*Zeller  
& Bryant*  
ATTORNEYS AT LAW, LLP

ALLEN S. ZELLER  
WAYNE R. BRYANT  
MATTHEW B. WIELICZKO  
JAMES W. BURNS

DEENA M. GREBLE  
ANGELA B. KOSAR  
JOSEPH A. LOWE  
MICHAEL J. NEEDLEMAN  
BRIANA A. PERRY  
ERIC J. RISO  
SANDRA J. ROSS

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

ATTENTION: Marie Annese, Township Clerk

RE: Resolution No. 2004-102

Dear Ms Annese:

In accordance with your request, enclosed please find three (3) copies of the Employment Agreement that I have signed consistent with Resolution 2004-102. I would appreciate it if you would forward a fully executed copy to me once it has been signed by the Township.

Very truly yours,

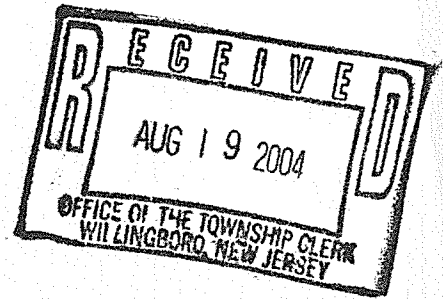
  
ALLEN S. ZELLER, Esquire

ASZ:kn  
enc.

WOODCREST PAVILION  
TEN MELROSE AVENUE  
SUITE 400  
CHERRY HILL, NJ 08003

856-428-6600  
FAX 856-428-6314

August 18, 2004



## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

**THIS AGREEMENT** made this 27<sup>th</sup> day of July, 2004 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **ALLEN S. ZELLER** of the law firm of **ZELLER & BRYANT, LLP**, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

**WHEREAS**, the Township employed Allen S. Zeller, Esquire to serve as the Attorney for the Township Zoning Board of Adjustment, tax appeals and police matters (hereinafter collectively "Boards") by duly adopted Resolution No. 2004-102 at its July 27, 2004 meeting;

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

1. The Township hereby employs Allen S. Zeller, Esquire as its attorney for and during the period commencing August 1, 2004 and ending December 31, 2004, for the performance of legal services hereinafter set forth. Allen S. Zeller, Esquire may have a member of his firm, Law Office of Zeller and Bryant, LLP, represent said Township in his absence.
2. Attorney hereby accepts such employment and agrees to represent the Boards in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the Township, represent its personnel and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Attorney shall give all legal counsel and advice where required by the Boards or any member thereof and shall, in general, serve as the legal advisor to the Boards on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Attorney shall:
  - A. Draft or approve as to form and sufficiency all legal documents and resolutions made, executed or adopted by or on behalf of the Boards.
  - B. With the approval of the Boards, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by the Boards.
  - C. Subject to the approval of the Township Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Boards or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Boards in the administration

## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

of municipal affairs.

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

3. The following duties of the Attorney shall be covered by his annual employment contract:

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$125.00 per hour. Said fees shall not be part of this employment contract.

4. The attorney's employment contract on an annual basis shall be Thirty Thousand Dollars (\$30,000.00), which shall be paid in the form of salary and pension benefits. This contract covers the period of August 1, 2004 to December 31, 2004. The attorney's salary for this contract period shall be Twelve Thousand Five Hundred Dollars (\$12,500.00), payable in thirteen (13) equal installments.

5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.


7. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.


**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

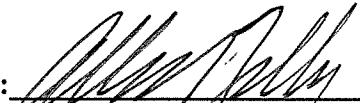
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

**ATTEST:**

**TOWNSHIP OF WILLINGBORO**

  
Clerk

By:   
Eddie Campbell, Jr., Mayor

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

**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.



## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

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

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

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

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

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

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

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

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

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

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.

## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

THIS AGREEMENT made this 27<sup>th</sup> day of July, 2004 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **ALLEN S. ZELLER** of the law firm of **ZELLER & BRYANT, LLP**, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

WHEREAS, the Township employed Allen S. Zeller, Esquire to serve as the Attorney for the Township Zoning Board of Adjustment, tax appeals and police matters (hereinafter collectively "Boards") by duly adopted Resolution No. 2004-102 at its July 27, 2004 meeting;

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

1. The Township hereby employs Allen S. Zeller, Esquire as its attorney for and during the period commencing August 1, 2004 and ending December 31, 2004, for the performance of legal services hereinafter set forth. Allen S. Zeller, Esquire may have a member of his firm, Law Office of Zeller and Bryant, LLP, represent said Township in his absence.
  
2. Attorney hereby accepts such employment and agrees to represent the Boards in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the Township, represent its personnel and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Attorney shall give all legal counsel and advice where required by the Boards or any member thereof and shall, in general, serve as the legal advisor to the Boards on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Attorney shall:
  - A. Draft or approve as to form and sufficiency all legal documents and resolutions made, executed or adopted by or on behalf of the Boards.
  
  - B. With the approval of the Boards, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by the Boards.
  
  - C. Subject to the approval of the Township Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Boards or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Boards in the administration

## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

of municipal affairs.

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

3. The following duties of the Attorney shall be covered by his annual employment contract:

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$125.00 per hour. Said fees shall not be part of this employment contract.

4. The attorney's employment contract on an annual basis shall be Thirty Thousand Dollars (\$30,000.00), which shall be paid in the form of salary and pension benefits. This contract covers the period of August 1, 2004 to December 31, 2004. The attorney's salary for this contract period shall be Twelve Thousand Five Hundred Dollars (\$12,500.00), payable in thirteen (13) equal installments.

5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.

7. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

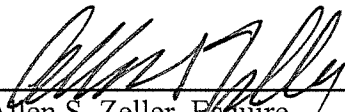
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

**ATTEST:**

**TOWNSHIP OF WILLINGBORO**

  
Clerk

By:   
Eddie Campbell, Jr., Mayor

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

**EXHIBIT A**

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

## EMPLOYMENT AGREEMENT TOWNSHIP ATTORNEY

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

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

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

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



**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

**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

**EMPLOYMENT AGREEMENT  
TOWNSHIP ATTORNEY**

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 - 103

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO AWARDED PROFESSIONAL  
SERVICES CONTRACT TO HARRY F. RENWICK OF RENWICK AND  
ASSOCIATES**

**WHEREAS**, the Township of Willingboro requires consulting services to estimate the value of liquor licenses to the Township and, for the protection and advancement of its interests; and

**WHEREAS**, the Township of Willingboro has solicited and reviewed the curricula vitae of Harry F. Renwick of Renwick & Associates, Valuation Solutions to provide said services, and has designated it an appropriate valuation consultant for the provision of said services for the purpose of appraising the value of six (6) liquor licenses; 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 for public bidding under N.J.S.A. 40A:11-5(1)(a), and that the appointee Harry F. Renwick is qualified to provide such services; and

**WHEREAS**, that 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

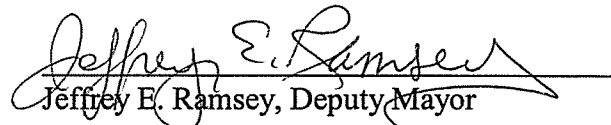
**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, this 27th day of July, 2004, that **Harry F. Renwick** is appointed as appraiser for liquor licenses for a term, which shall expire on December 31, 2004 and for a total amount not to exceed the sum of FOUR THOUSAND FIVE HUNDRED (\$4,500.00) DOLLARS.

**BE IT FURTHER RESOLVED**, that the Deputy Mayor and Clerk are hereby authorized and directed to execute an agreement with Harry Renwick of Renwick & Associates that is consistent with this resolution.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Harry F. Renwick for his information and attention.



Marie Annese, RMC  
Township Clerk



Jeffrey E. Ramsey, Deputy Mayor



# TOWNSHIP OF WILLINGBORO

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

*Copy of the letter  
rev - B. J.*

August 12, 2004

Mr. Harry F. Renwick  
Renwick & Associates  
104 East Main Street  
Maple Shade, New Jersey 08052

Dear Mr. Renwick:

Attached for your information and file is a certified copy of Resolution No. 2004 – 103 which was adopted by Willingboro Township Council at their meeting of July 27, 2004.

Also attached is an original and two copies of the contract for professional services. It would be appreciated if you would sign and return all to this office. When received the contract will be signed by Mayor Campbell and a fully executed copy will be sent out to you.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**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 Harry F. Renwick, Renwick & Associates, 104 East Main Street, Maple Shade, New Jersey 08052;

**WHEREAS**, the Township of Willingboro has, by Resolution, appointed Harry F. Renwick to provide services as a valuation consultant, which contract will end December 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 Harry F. Renwick, Renwick & Associates 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.**

As Valuation Consultants Renwick and Associates shall provide the Township of Willingboro consulting services to determine an estimated value of its six (6) liquor licenses.

## TOWNSHIP OF WILLINGBORO

### CONTRACT FOR PROFESSIONAL SERVICES

The services shall include, but is not limited to research, analysis as is necessary for the preparation of the related report of the estimated value of the liquor licenses.

#### 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 Renwick & Associates a sum not to exceed Four Thousand Five hundred (\$4,500.00).

Upon presentation of appropriate vouchers all charges for services rendered and costs incurred. All matters, including commission preparation, testimony if necessary, shall be charged at an hourly rate of One hundred fifty Dollars (\$150.00) per hour, with costs, 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.

#### **SECTION 3. BILLING PROCEDURE.**

The Valuation consultant will submit vouchers for approval for all fees rightfully due and owing for the services referred to in this contract on the 10<sup>th</sup> 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

## **TOWNSHIP OF WILLINGBORO**

### **CONTRACT FOR PROFESSIONAL SERVICES**

a result of the efforts of the Valuation Consultant 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 the Valuation Consultant'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 the Valuation Consultant shall be and remain the property of the Township of Willingboro. The Valuation Consultant shall upon termination or expiration of this contract surrender to his successor 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 the Valuation Consultant 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 valuation 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.

In the event that the Township of Willingboro shall fail to enter into a new contract upon the expiration of the terms of this contract, this contract shall continue to be in full force and

**TOWNSHIP OF WILLINGBORO**

**CONTRACT FOR PROFESSIONAL SERVICES**

effect to the extent that funds are provided, upon the annual approval of Township Counsel by Resolution.

**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. 12101 et seq. are specifically incorporated herein as a material provision of this contract.

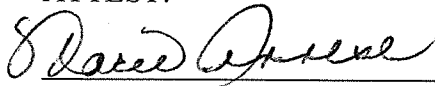
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

23rd day of August 2004.

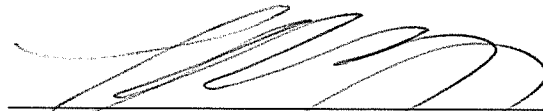
**FOR THE TOWNSHIP OF WILLINGBORO**

  
EDDIE CAMPBELL, JR., Mayor

ATTEST:

  
MARIE ANNESE, Township Clerk

**RENWICK & ASSOCIATES**

  
HARRY F. RENWICK



**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**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;

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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.

**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

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.

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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).

**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

## **TOWNSHIP OF WILLINGBORO**

### **CONTRACT FOR PROFESSIONAL SERVICES**

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.

**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**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 Harry F. Renwick, Renwick & Associates, 104 East Main Street, Maple Shade, New Jersey 08052;

**WHEREAS**, the Township of Willingboro has, by Resolution, appointed Harry F. Renwick to provide services as a valuation consultant, which contract will end December 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 Harry F. Renwick, Renwick & Associates 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.**

As Valuation Consultants Renwick and Associates shall provide the Township of Willingboro consulting services to determine an estimated value of its six (6) liquor licenses.

**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

The services shall include, but is not limited to research, analysis as is necessary for the preparation of the related report of the estimated value of the liquor licenses.

**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 Renwick & Associates a sum not to exceed Four Thousand Five hundred (\$4,500.00).

Upon presentation of appropriate vouchers all charges for services rendered and costs incurred. All matters, including commission preparation, testimony if necessary, shall be charged at an hourly rate of One hundred fifty Dollars (\$150.00) per hour, with costs, 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.

**SECTION 3. BILLING PROCEDURE.**

The Valuation consultant will submit vouchers for approval for all fees rightfully due and owing for the services referred to in this contract on the 10<sup>th</sup> 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

## **TOWNSHIP OF WILLINGBORO**

### **CONTRACT FOR PROFESSIONAL SERVICES**

a result of the efforts of the Valuation Consultant 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 the Valuation Consultant'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 the Valuation Consultant shall be and remain the property of the Township of Willingboro. The Valuation Consultant shall upon termination or expiration of this contract surrender to his successor 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 the Valuation Consultant 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 valuation 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.

In the event that the Township of Willingboro shall fail to enter into a new contract upon the expiration of the terms of this contract, this contract shall continue to be in full force and

**TOWNSHIP OF WILLINGBORO**

**CONTRACT FOR PROFESSIONAL SERVICES**

effect to the extent that funds are provided, upon the annual approval of Township Counsel by Resolution.

**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. 12101 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

23rd day of August 2004.

**FOR THE TOWNSHIP OF WILLINGBORO**

  
\_\_\_\_\_  
EDDIE CAMPBELL, JR., Mayor

ATTEST:

  
\_\_\_\_\_  
MARIE ANNESE, Township Clerk

**RENWICK & ASSOCIATES**

  
\_\_\_\_\_  
HARRY F. RENWICK



**TOWNSHIP OF WILLINGBORO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**Exhibit A**  
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**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

**TOWNSHIP OF WILLINGBORO**  
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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).

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**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.

## **TOWNSHIP OF WILLINGBORO**

### **CONTRACT FOR PROFESSIONAL SERVICES**

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.

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

**TELEFAX COVER SHEET**

TO: Contract & Bonded Co  
COMPANY: \_\_\_\_\_  
DATE: 8/24/04  
TO FAX NO. Auto

FROM: Doree Orsini EXT. 6202 PAGES 9

SUBJECT: Contract - Harry H. Orsini Signed

FOR YOUR INFORMATION

PLEASE RESPOND

THANK YOU.

*Hand copy of  
and delivered to  
CHB - 8/24/04*

\*\*\*\*\*  
\* P. 01 \*  
\* TRANSACTION REPORT \*  
\* AUG-24-2004 TUE 12:44 PM \*  
\* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
\* AUG-24 12:41 PM ARMSTRONG 2' 35" 9 SEND OK 233 \*  
\* TOTAL : 2M 35S PAGES: 9 \*  
\*\*\*\*\*

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

TELEFAX COVER SHEET

TO: Crestal & Bovee Co  
COMPANY: \_\_\_\_\_  
DATE: 8/24/04  
TO FAX NO. Auto  
FROM: Derek Casper EXT. 6202 PAGES 9