# RESOLUTION NO. 2003 - //3 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.

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.

Paul L. Stephenson, Mayor

ATTEST:

Marie Annese, RMC

Township Clerk

### **RESOLUTION NO. 2003 - 114**

### A RESOLUTION AWARDING THE BIDS FOR RE-ROOFING AND CARPENTRY AND PAINTING OF RESIDENTIAL HOUSES

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Re-Roofing and Carpentry and for Painting of Residential Houses; 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 bids of NJ Masonry & Roofing, Inc. 2720 Sherman Avenue, Camden, New Jersey 08105 and Wayne Browne, Premier Painting, Box 2456, Willingboro, New Jersey 08046; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of August, 2003, that the bids be accepted as per the attached recommendations.

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

# WILLINGBORO TOWNSHIP

### INSPECTIONS INTER-OFFICE MEMO

TO:

DENISE M. ROSE

TOWNSHIP MANAGER

FROM:

LEONARD MASON

**DIRECTOR OF INSPECTIONS** 

DATE:

AUGUST 12, 2003

SUBJECT:

**BID RECOMMENDATIONS** 

I have reviewed the bids submitted for Property Maintenance Violation Abatements. I am recommending we award bids for the following work:

### **Re-Roofing and Carpentry**

NJ Masonry & Roofing, Inc.

### Painting of Residential Houses

**Premier Painting** 

We received no bids for Lawn and Landscaping. We are currently utilizing companies on a per quote basis of each property as needed.

Leonard Mason

Director of Inspections

and Mason

LM:lam Attachment

Tuesday, June 17, 2003

LAWN, LANDSCAPING, MAINTENANCE AND LIGHT HAULING

NO BIDS RECEIVED

(13 BIDS WERE MAILED OUT)

Bids opened by Mr. Len Mason and Edith Baldwin on June 17, 2003 at 10:45 A.M.downstairs in Community Room (8 Bid Packets were mailed out) BID RETURN SHEET

Iπ	RE-ROUFING AND CARPENTRY REPAIRS	Alper Enterprises, Inc.	NJ Masonry & RoofingInc.
hank *	Contractor will be responsible for removing all	Price Per Square: Labor & Materials	
	deteriorated roofing tabs on the principal structure roof patios and reroof with 20-year warranty asphalt shingles, self-sealing tabs	\$ 120.00	\$ 120.00
	Contractor will be responsible for installing drip edging On the entire roof of the structure including additions, if necessary.	ecessary.	
2.	Removing all roofing shingles to roof sheating and install new roof shingles.	Price Per Square: Labor & Materials	
	Contractor will be responsible for removing all debris from the site.	the site. \$ 205.00	\$ 200.00
ယ္	Contractor will be responsible for replacing in a workman like manner, fascia trim, all boards on the structure with lumber as designated by the Department of Code Enforcement.	like Price Per Square: Labor & Materials	
	Contractor will be responsible for carpentry, removing Deteriorated boards on the structure and replacing with Sliding board where necessary.		
	Contractor will be responsible for removing all debris From the site	\$ 5.00 Per Linear Ft.	S4.00 Per Linear Ft.
7	The following items must be submitted with the proposal form for:	)Ti	, and
		Bid Bond	X
	c	Certificate of Consent of Surety	X
	Φ	Disclosure Statement X	X
	z	Non-Collusion Affidavit	X
	>	Affirmative Action Affidavit (signed & dated)	X
	в	Bid Certification X	X
<u></u>	O MR. MASON FOR REVIEW AND RECOMMENDATIONS		

TO MR. MASON FOR REVIEW AND RECOMMENDATIONS C: Mayor, Council, Mgr. & Solicitor

# PAINTING OF RESIDENTIAL PROPERTIES

Bid opened by Mr. Len Mason and Edith Baldwin on June 17, 2003 at 11:00 A.M. downstairs in Community Room. (9 Bid Packets were mailed out)

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PAINTING OF GARAGE DOORS AND/OR SHUTTERS PAINTING OF EXTERIOR TRIM

\$50.00 Garage Door \$25.00 Per Shutter 18.00 sq. ft.

PAINTING OF ENTIRE HOUSE

\$25.00 sq. ft.

The following items must be submitted with the proposal form for:

**Bid Guarantee** 

**Certificate of Consent of Surety** 

Disclosure Statement

Non-Collusion Affidavit

**Affirmative Action Affidavit** 

**Bid Certification** 

To Mr. Mason for review and recommendation. c: Mayor, Council, Mgr. & Solicitor



### **TOWNSHIP OF WILLINGBORO**

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

August 28, 2003

NJ Masonry & Roofing, Inc. 2720 Sherman Avenue Camden, New Jersey 08105

Dear Sir:

Enclosed is a copy of Resolution No. 2003-114 adopted at the Willingboro Township Council meeting of August 26, 2003 awarding your company the bid for Re-Roofing and Carpentry.

Thank you for taking part in our bidding process.

Sincerely,

Marie Annese, RMC Township Clerk

Marie Unnesepoul

Encls.

Cc: Mr. Leonard Mason Wayne Browne



### **TOWNSHIP OF WILLINGBORO**

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

August 28, 2003

Wayne Browne Premier Painting Box 2456 Willingboro, New Jersey 08046

Dear Mr. Browne:

Enclosed is a copy of Resolution No. 2003-114 adopted at the Willingboro Township Council meeting of August 26, 2003 awarding your company the bid for Painting of Residential Houses.

Thank you for taking part in our bidding process.

rie linnas (sau)

Sincerely,

Marie Annese, RMC

Township Clerk

Encls.

Cc: Mr. Leonard Mason Wayne Browne

### **RESOLUTION NO. 2003 - 115**

# A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE

WHEREAS, Willingboro Township Council adopted Resolution No. 2003 – 52, authorizing a professional service contract with Croxton Collaborative (Architectural/Engineering services Municipal Complex not to exceed \$28,000.) on April 1, 2003; and

WHEREAS, it is necessary to amend Resolution 2003 – 52 to include Interior Design Services/Programming; 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;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of August, 2003, as follows:

- 1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for Interior Design Services/Programming services relative to the Municipal Complex and in accordance with the attached agreement increasing the original \$28,000 to \$40,000.00 (an increase of \$12,000.00)
- 2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
- 3. A notice of this action shall be published once in the Burlington County Times.

Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC Township Clerk

### Certification Of Availability of Funds

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

Resolution Date: 08/26/03 Resolution Number: 2003-115

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.

475 FIFTH AVENUE NEW YORK, NY 10017

Contract: 03-00003 CROXTON-MUN BLDG ARCHITECT/FFE

Account Number Amount Department

C-04-55-902-002-908 12,000.00 2002 GENERAL CAPITAL

Total 12,000.00

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

Chief/Financial Office

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

17 February 2003

10 April 2003: Revised for clarification and consistency with AIA Contract B141-1997 and B171, 1990 Edition dated 17 February, 2003.

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

Re: Attachment to AIA Contract B141-1997, Owner/Architect Agreement for Architectural, Engineering Services and AIA Contract 171, 1990 Edition, Owner/Architect Agreement for Interior Design Services, for the Renovation/Adaptive Reuse of the Willingboro Municipal Building including the Vacated Library Space at One Salem Road, Willingboro, New Jersey.

Dear Ms. Rose:

We are delighted to be selected by the Willingboro Town Council to undertake the renovation and expansion of the Township's existing Municipal Offices, including the incorporation of the space shortly to be vacated by the Public Library. The centrally located building at One Salem Road appears to be ideally suited for the Township's needs, especially the Police Department, and given the relocation of the Library, provides considerable expansion space to relieve the current cramped conditions. It will also allow for the provision of infinitely more comfortable, energy efficient and pleasing facilities for the municipal offices. There are a number of issues that you wished to be addressed which are not part of a standard AIA Contract, so we are providing this letter as an attachment to the contract.

We have received a copy of the original RFP for Architectural Services, and are addressing all of the pertinent issues indicated therein. A copy of our Certificate of Insurance in the amount of \$1,000,000 is attached to this proposal, as requested. We have confirmed that the Township of Willingboro will be named as an 'additional insured' on this policy. When we receive the signed contract from you, we will forward a copy of it to the Insurance Company per their instructions. They will issue an adjusted document noting the Township of Willingboro as an additional insured, which we will then forward to you.

While we realize that you are quite familiar with Croxton Collaborative at this time, we are following the RFP request and are attaching some background information about the firm, along with the resumes of key personnel who will work on this project. Because we realize the importance of the municipal office project, both Randolph Croxton and Kirsten Childs, the two directors of the firm will be involved, as we were and continue to be, on the other Willingboro projects.

Further, Ron Gabel, one of our three senior associates, will be the project manager for this project, assisted by Chris Garvin. Shannon Ratcliff will assist with the management of the interiors, from programming through design and installation. The amount of work and fairly compact timeframe for the municipal office project might demand that additional personnel be assigned, in which case we will provide you with resumes and details at that time. All staff members are based in New York City.

In addition to the RFP document, we have received the Tarquini Organization's 1998 "Municipal Facility Needs Assessment" report, which we have reviewed with the intent to fully understand the scope. Clearly, thoughtful effort went into developing this document, however, to-day, more than four years later, we realize that considerable up-dating of the municipal office requirements will be necessary to develop a program for optimum office use, courtroom(s), police services, etc., addressing the Township's current and potentially expanding needs.

This project starts with the advantage of having the Public Library space at its disposal, leaving the entire building available for the various, often cross-linked, municipal services. This will allow us to undertake the physical renovation in phases, possibly without having the municipal offices move out to temporary facilities. Our objective will be to minimize disruption to those public services that are currently located within the building by having each one undertake a single move to finished space. The Library space can be the first to be completed and occupied by whichever department (or departments) is programmed for that space, leaving large empty areas to be the next to go into construction. (This goal however, may not be possible for all moves, especially the Police Department which currently occupies the lower floor and will probably, because of its size and need for access to the parking lot, remain largely on that floor).

Establishing Scope of Work for Existing 30,120 gsf Building and New Construction that May or May Not be Required:

We have added the following Pre-design Phase in order to be sure that there is an accurate 'scope of work' with the full consensus of the Town Council. We have provided a working assumption for the purposes of preparing our AIA Contract draft, the scope and fee will be adjusted to reflect the Pre-design scope approved by the Town Council.

### Pre-design Phase: (Architecture)

- Preparation of new, verified, measured drawings (CADD) for the entire building (utilizing the existing plans which the Township owns) and identifying conditions that require work as noted in the inspections below. These will form the new baseline drawings for our work.
- Physical evaluation/inspection of the building by licensed architects and engineers, to include structural issues, windows, roof, HVAC system(s), electrical service, plumbing, weather-tightness, etc.
- Evaluation of work for the Little Red School House

### Pre-design Phase: (Interior Design)

 Programming of all six departments to include personnel, space requirements by task, furniture and equipment needs (for present and proposed expansion/ growth):

### **Departments**

- Township Management
- Fiscal Services
- Court and Court Administration
- Inspections and Enforcement
- Human Services
- Police Department
- Inventory existing furniture for reuse.

Deliverable: Pre-Design Report and Presentation to Town Council to confirm final

Scope of Work, Program and Schedule (Architecture and Interior Design).

The following text and the attached contracts reflect the current project description and scope subject to finalization during the Pre-design Phase:

### **Basic Services: Architecture**

Schematic Design
Design Development
Construction Documentation
Bid/Negotiation
Construction Administration

### **CCA Consultants: Architecture**

<u>Engineers</u>: (Basic services included in the proposal)

The services of an engineer to provide MEP and Fire Protection Services are included in our proposal, as well as the services of a structural engineer.

Landscape Architect Services: (Not included, to be determined)

Our Landscape Architect will address 'site improvements', the park, and the Little Red School House environs, as well as overall, low-maintenance landscape treatment, parking and fencing. Final scope for this consultant will be established in the Pre-design Phase.

Cost Estimator's Services: (Not included, to be determined) Requirement/Scope will be established in the Pre-design Phase.

### **CCA:** Interior Design Services

Services for Interior Design are in addition to those indicated in AIA Document B141 – 1997 and are covered under AIA Document B171-1990 (Standard Form of Agreement for Interior Design Services), attached for your review.

### Furniture, Furnishings and Equipment (FF&E)

No additional consultant is required for the FF&E portion of the work which can be undertaken by Croxton Collaborative on terms that are in agreement with AIA Document B171 (see attached). We propose to prepare schedules for you to purchase through State Contracts to the extent possible, and we will prepare separate schedules for you to publicly bid the remaining FF&E contracts, as required.

We will work with a Furniture Dealer or Dealers to manage the purchase, warehousing, physical inspection and installation, as well as develop estimated cost schedules for all FF&E items proposed for the office up-grade. This process simplifies delivery and installation of all new and refurbished FF&E. Please note that any and all discounts available to Croxton Collaborative for the *net* cost of FF&E items are passed on to the client. We do not use gross costs and we do not mark up furniture for resale.

### Township of Willingboro Consultants

### Tel/Data Consultant

The Township will be responsible for the provision of a tel/data consultant who will provide drawings, equipment schedules and services in connection with the equipment and layout of all new and existing communication requirements for a complete and functional system for the new and reassigned municipal office space. Croxton Collaborative will provide baseline drawings for this vendor and the electrical engineer will provide drawings for accessible conduit, to co-ordinate with the vendor's layouts.

### Security Consultant

The Township will also be responsible for the provision of a security specialist. We will co-ordinate all necessary work with this consultant.

### Architectural Signage and Graphics

Requirement/Scope will be established in the Pre-design Phase.

### Schedule/Process:

We are available and ready to start work on the Municipal Building on approval of the Pre-design Phase. Our first steps will be to assemble the full team of consultants and set up a series of meetings with you for programming. As quickly as possible and concurrent with this effort, we will be undertaking the pre-design phase as noted earlier.

We believe that if the Municipal Office schedule allows, this work can be completed as quickly as four (4) weeks from date of approval. See schedule following:

Time to Contract Award	8 Mont
Phase 4: Bid/Negotiation	4 weeks
Phase 3: Construction Documentation	12 weeks
Phase 2: Design Development Presentation and Board Review:	6 Weeks 2 Weeks
Phase 1: Schematic Design Presentation and Board Review:	4 Weeks 2 Weeks
Pre-Design Phase: Presentation and Board Review:	4 Weeks 2 Weeks

	8 WONTHS
Phase 5: Construction Administration	Phased per final scope of work approved in Pre-design Report
Furniture Installation/Furnishing	2 Weeks after completion of

### Compensation

In the attached AIA documents we have provided our best estimate of fees by phase for Architectural/Engineering and Interior Design Services associated with the basic renovation project (excluding possible new construction), along with Croxton Collaborative's consultant fees. Fees for any new construction, if required will be included in the Pre-design Report, and be subject to approval by Town Council.

The Pre-design Phase can be authorized at this time, with the main contracts subject to Town Council approval. Payments for the phase are as follows:

Architecture/Engineering	
<ul> <li>Initial payment upon signature of this letter:</li> <li>Full payment on submission of Report and Presentation:</li> </ul>	\$14,000.00 \$14,000.00
Interior Design Services/Programming	,
<ul> <li>Initial payment upon signature of this letter:</li> <li>Full payment on submission of Report and Presentation:</li> </ul>	\$ 6,000.00 \$ 6,000.00

# The initial payment for pre-design services is Twenty Thousand Dollars

\$20,000.000

We hope that the above is consistent with your goals and understanding of the project. We feel that the underlying knowledge of working with the Township and our familiarity with at least part of the building will assist us in managing this project in an efficient and timely manner. To the extent possible, we will dovetail trips to Willingboro for work on the Municipal Offices to coincide with our work on The Kennedy Center, so as to minimize cost, your time and the Township meetings.

We look forward to working with you on this exciting and successful project to revitalize the Municipal Offices, and we thank you for your continued confidence in us. We will make every effort to make this project all that it can be.

Yours sincerely,

Randolph R. Croxton, FAIA

Director of Planning and Architecture

Kirsten Childs, ASID Director of Facilities Planning and Interior Design

Pre-Design Phase Authorized by:

Accepted by:

Mayor Stephenson

Date:\_\_\_\_

Randolph P. Croxton, President

Date: 10 april 2013

CC: Michael A. Armstrong, Esq.

### RESOLUTION NO. 2003 - 52

# A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE

WHEREAS, the need exists for architectural services for the Township of Willingboro; 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;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of April, 2003, as follows:

- 1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for architectural services relative to the Municipal Complex and in accordance with the attached agreement.
- 2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
- 3. A notice of this action shall be published once in the Burlington County Times.

Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC

Township Clerk

ise Rose anship of Willingboro February 2003 Page 5

Pre-Design Phase:		4 Weeks
Presentation and Board Review:		2 Weeks

Phase 1: Schematic Design 4 Weeks Presentation and Board Review: 2 Weeks

Phase 2: Design Development 6 Weeks Presentation and Board Review: 2 Weeks

Phase 3: Construction Documentation 12 weeks

Phase 4: Bid/Negotiation 4 weeks

### **Time to Contract Award**

8 Months

Phase 5: Construction Administration

Phased per final scope of work approved in Pre-design

Report

Furniture Installation/Furnishing

2 Weeks after completion of

contract

### Compensation

In the attached AIA documents we have provided our best estimate of fees by phase for Architectural/Engineering and Interior Design Services associated with the basic renovation project (excluding possible new construction), along with Croxton Collaborative's consultant fees, beyond the basic services contract. Fees for any new construction, if required will be included in the Pre-design Report, and be subject to approval by Town Council.

The Pre-design Phase can be authorized at this time, with the main contract subject to town Council approval. Payments for the phase are as follows:

Initial payment upon signature of this letter: \$14.000.00 \$14,000.00

Full payment on submission of Report and presentation:

We hope that the above is consistent with your goals and understanding of the project. We feel that the underlying knowledge of working with the Township and our familiarity with at least part of the building will assist us in managing this project in an efficient and timely manner. To the extent possible, we will dovetail trips to Willingboro for work on

### **RESOLUTION NO. 2003 - 116**

# A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION – SFY04 STATEWIDE LOCAL DOMESTIC PREPAREDNESS EQUIPMENT GRANT

WHEREAS, there are monies available under the SFY04 Statewide Local

Domestic Preparedness Equipment Grant with the New Jersey Department of

Law and Public Safety; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 26<sup>th</sup> day of August, 2003, that the Mayor is hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Department of Law & Public Safety in the amount of \$150,000.00.

Dr. Paul L. Stephenson

Mayor

ATTEST:

Marie Annese, RMC Township Clerk



OAG Tracking #:	
Municipality Wil	lingboro Township

### SFY04 Statewide Local Domestic Preparedness Equipment Grant Application

(Please provide all requeste	ed information below:)
State of New Jersey Vendo	or ID: 21-600 7381
Agency Name:	Willingboro Township
Agency Address:	One Salem Road
	Willingboro, New Jersey 08046
Agency Phone Number:	609-877-2200 <b>Ext</b> . 6218
Agency Fax Number:	609-877-0953
Agency Contact:	Ramona L. Barrientos Title: OEM Deputy Coordinator
Contact Email Address:	rbarrientos@twp.willingboro.nj.us
Mayor/Designee	Dr. Paul Stephenson
Address:	One Salem Road
	Willingboro, New Jersey 08046
Phone #:	Ext.
Chief Financial Officer:	Joanne G. Diggs Title: Financial Director
CFO Address:	One Salem Road
	Willingboro, New Jersey 08046
CFO Phone #:	609-877-2200 <b>Ext.:</b> 6211
Dr. Paul Stephenso Mayor/Designee (typed nar	
Dan Styth	1 Spane Mary gaile
Signature	Date Signature Date

**Filing Instructions:** 

Completed Application with <u>original signatures</u> along with the accompanying Response Discipline Agency Identification Forms, must be postmarked no later than August 29, 2003 to the following address:

New Jersey Department of Law & Public Safety

Hughes Justice Complex 25 Market Street P.O. Box 081 Trenton, N.J. 08625

Attn: Steven C. Talpas

OAG Tracking	#:	
Municipality:	Willingboro	Townshir

# FY04 Statewide Local Domestic Preparedness Equipment Grant Program

### Response Discipline Agency Identification Form

(please provide all requested information below for each agency)

### Willingboro Township--OEM

List the name/address of the police department, including the description of the item, quantity, and estimated total cost (please duplicate form for additional equipment items if needed)

Name/address of Department	Item(s) Description	Q	Total Cost
Office of Emergency Mgn 429 JFK Way Willingboro, NJ 08046		u a n ti t	\$112,000.00
	1. Disaster Relief Veh/Canteen	1	\$ 112,000.00
	2.		\$
	3.		\$
	4.		\$
	5.		\$
	6.	-	\$
	7.	<u> </u>	\$
	8.		\$
	9.		\$
	10.	$\vdash$	\$
	11.		\$
	12.	_	S

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Please provide an explanation as to how the requested equipment above will enhance your jurisdiction's domestic preparedness response capability.

### WILLINGBORO TOWNSHIP

In response to the FY04 Statewide Local Domestic Preparedness Equipment Grant, the Office of Emergency Management has identified the need for a **Disaster Relief Vehicle** (Canteen). This vehicle would support **all** emergency services including Police, Fire, and EMS. In the event of a localized emergency this vehicle/canteen would also support our residents with hot and cold beverages and food if required.

Emergency Management will provide the service and staff the vehicle as required, providing needed relief to our emergency service personnel.

In the recent past we have had to rely on support service from outside the State (PA.) with a response time of several hours.

The estimated cost of a fully equipped vehicle including radios, graphics package and light package is \$112,00.00, which is well within the grant limit.

This equipment would be a valuable asset to our emergency personnel.

OAG Tracking	g #:	
Municipality:	Willingboro	Townshir

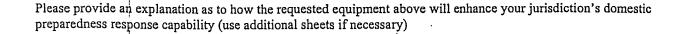
### FY04 Statewide Local Domestic Preparedness Equipment Grant Program Response Discipline Agency Identification Form

(please provide all requested information below for each agency)

### II Fire Departments

List the name/address of each fire department, including the description of the item, quantity, and estimated total cost (please duplicate form for additional items if needed)

Name/address of Department	Item(s) Description	Q	Total Cost
Willingboro Fire Dept. Charleston Road Willingboro, NJ 08046	Update a total of 54 Self- Contained Breathing Apparatus for EBSS capabilities	u a n ti t	\$38,000.00
	1. Emergency Breathing Support System	e,	\$ 38.000.00
	2.	54	\$.
	3.	-	\$
	4.		\$
i	5.		\$
	6.		\$
	7.		\$
	8.		\$
•	9.		\$
	10.		\$
	11.		\$
	12.	,	\$



The Willingboro Fire Department currently uses the Scott SCBA (Self-Contained Breathing Apparatus) to protect their personnel in hazardous environments. The SCBA provides a fresh air source so personnel can operate primarily inside of a burning structure. The firefighter is also enabled to operate in areas of undetermined sources of toxic chemical releases to assist citizens who may become trapped in those areas.

The EBSS (Emergency Breathing Support System) is a system that can save firefighters. Firefighters put their own lives on the line to save total strangers during times of both emergency and non-emergency situations. The EBSS is basically a "Buddy Breather". This means that if a firefighter's air source should be depleted or compromised another firefighter can "hookup" their air source to the firefighter in need and assist them out of the hazardous environment.

Along with buddy breathing capabilities, the EBSS can give firefighters a potentially unlimited air supply. If a firefighter should become disabled in a hazardous atmosphere (i.e. burning structure, chemical release, biological attack) that firefighter does not have to compromise their respiratory system. Their SCBA mask can remain on them while a new source of air is hooked-up to them. Searching for and removing victims can be very time consuming, this system may be able to assist firefighters with the completion of their task of helping people survive.

Upgrading the Self-Contained Breathing Apparatus for the firefighters of the Willingboro Fire Department will assist the firefighters as they can better serve their community (and surrounding communities) relating to Domestic Preparedness. Every additional edge we can provide our front line emergency personnel can only strengthen our communities as a whole and provide added protection for their citizens.

### RESOLUTION No. 2003 - 117

### INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Township Council requires the services of a Consultant to provide Marketing Services; and

WHEREAS, it has been determined that Vision Marketing Associates, Inc. is qualified to serve the Township of Willingboro as Marketing Consultants; and

WHEREAS, the Township has determined that the role of Marketing Consultants is not one which would provide for regular full time or part time employment, but is more appropriately filled by an independent consultant who can perform the role of Marketing Consultants; and

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

WHEREAS, Vision Marketing Associates, Inc. has offered its services to the Township as an Independent Consultant qualified to perform the services of Marketing Consultant.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Vision Marketing Associate, Inc. as follows:

- I. Retention of Independent Consultant. Vision Marketing Associate, Inc. is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Township Marketing Consultant.
- II. Term and Services. During the term of this Agreement, which shall run for a period of six months from September 1, 2003 to February 28, 2004, the Independent Consultant agrees to serve as Marketing Consultant for the Township and to undertake the coordination and supervision of the preparation and implementation of a marketing plan, subject to the approval of the Township Council.
- III. Compensation. During the term of this Agreement, the compensation is fixed at \$71,400.00 The payment schedule is as follows:

Initial Payment

\$ 8,000

September 5, 2003

Upon Execution of Agreement

Second Payment

\$51,700

January 15, 2004

Completion of focus meetings Negotiation of Media Buys Final Payment \$11,700 February 28, 2004
Promotional Item Design & purchase
Marketing Brochure Design
Roll Out event
Pre-production Filming

All payments are subject to the availability of funds and Township Council authorization.

Billings shall be submitted to the Township within ten days after completion of the Project phase. Voucher shall be paid upon submission.

### IV. Equal Opportunity.

- 1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- 2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A.10:5-31 and the applicable regulations hereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- V. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.
- VI New Jersey Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.
- VII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.

- VIII. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justly or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. Ownership of Work Product. The Township shall have sole ownership of all work product that is produced as a result of this agreement, including but not limited to all notes, written and recorded material wheather on computer, tape, or disk of any kind.
- X. Scope of Service: The Marketing Consultants shall be responsible for the scope of service identified in the Request for Marketing Services and its response(s) to that request, which are made a part of this agreement.
- IX. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- X. Entire Agreement. This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- XI. Termination. The parties hereto may terminate this Agreement by either party given ten (10) days written notice to the other.

In Witness Whereof, this Agreement has been executed on this 26th day of Aug. 2003, for the purpose and the term specified herein.

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC Township Clerk

Vision Marketing Associate, Inc.

Marketing Consultant

### Certification Of Availability of Funds

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

Resolution Date: 08/31/03 Resolution Number: 2003-117

Vendor: VISION VISION MARKETING ASSOC

Contract: 03-00007 VISION MKT- MARKETING SERV

Account Number Amount Department

3-01-20-110-110-131 8,000.00 MAYOR & COUNCIL

Total 8,000.00

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

Chief Financial Officer

Associates, Inc.

PO Box 2456 Willingboro, NJ 08046 (609) 877-8002

September 3, 2003

Denise Rose Manager Township of Willingboro One Salem Road Willingboro, NJ 08046



### Dear Mrs. Rose:

On behalf of Pat Lindsay-Harvey and myself, I would like to thank the members of Township Council for approving our company to serve as the township's marketing consultant. We look forward to meeting the challenges of those responsibilities. We remain very confident that the public relations and marketing needs of Willingboro will be met with a high level of quality and professionalism.

Enclosed, please find the original signed contract agreement. Because our attorney required a three-day period for review, we were unable to submit an executed contract to you earlier. While we are signing this contract in good faith, our attorney raised some concerns about Article XI - Termination - that is does not include the term "with cause."

Sincerely,

Wayne Browne

cc: Hon. Paul Stephenson, Mayor

Hon. Eddie Campbell Jr., Deputy Mayor

Hon. James Ayrer, member

Hon. Lavonne B. Johnson, member

Hon. Jeffrey L. Ramsey, member

Michael Armstrong, Esq.



## TOWNSHIP OF WILLINGBORO

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

August 28, 2003

Mr. Wayne Browne Vision Marketing Associates, Inc. P. O. Box 2456 Willingboro, New Jersey 08046

Dear Mr. Browne:

Attached is the original and two copies of Resolution No. 2003 -117 which was adopted by Willingboro Township Council at their meeting of August 26, 2003. It would be appreciated if you would sign all and return the original and one copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma Att.

cc: Ms. Patricia Lindsay Harvey

Jul. 2003-117

Spirit. 8/29/2003

### NOTICE OF PROFESSIONAL SERVICES CONTRACT

Pursuant to N.J.S.A. 40A:11-5, notice is hereby given that the Willingboro Township Council adopted a Resolution on August 26, 2003 amending a contract for professional services with Vision Marketing Associates, Inc.

- A. The nature of the Contract: Marketing Consultants
- B. The duration of the contract: February 28, 2004
- C. The services to be performed under the contract are:
- In accordance with (A) above.

D. The amount of the contract: In accordance with the Salary Ordinance or Contract, The amount not to exceed \$71,400

### **Public Notices**

E. The professionals shall comply with P.L. 1975, Chapter 127 (NJAC 17:27).

A copy of the authorizing Resolution and the contract is on file and available for public inspection in the Office of the Township Clerk of the Township of Willingboro, Municipal Complex, One Salem Road; Willingboro, New Jersev.

Marie Annese, RMC Township Clerk

Adv. Fee: \$28.08 BCT: August 29, 2003 Aff. Chg.: \$10.00

### RESOLUTION NO. 2003 - 118

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF LABOR COUNSEL AND AUTHORIZING PROFESSIONAL SERVICE CONTRACT WITH HAROLD GEORGE, ESQUIRE.

WHEREAS, the Township of Willingboro has a sizable outstanding police force;

WHEREAS, the body of law governing the interactions of police and civilians is a complex frequently changing body of law;

WHEREAS it is in the best interest of the Township to engage counsel with expertise in police disciplinary actions to ensure a just and effective management its police force;

WHEREAS, the services to be performed are regulated by law and the person to be appointed are practicing recognized professions;

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;

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of August, 2003, that Harold W. George, Esquire is appointed as Special Labor counsel for a term expiring 12/31/03;

**BE IT FURTHER RESOLVED,** that the appointee shall be compensated in accordance with the salary ordinance or by agreement.

**BE IT FURTHER RESOLVED,** that the Mayor and Clerk are hereby authorized and directed to execute the attached agreements with Harold W. George, Esquire of the Law Office of Sumners & George and;

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

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC Township Clerk

### Certification Of Availability of Funds

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

Resolution Date: 09/05/03 Resolution Number: 2003-118

Vendor: HAROLD HAROLD GEORGE, ESQUIRE

LAW OFFICE OF SUMNERS & GEORGE 849 W STATE ST, PO BOX 630

TRENTON, NJ 08046

Contract: 03-00009 HAROLD GEORGE, POLICE ATTORNEY

Account Number Amount Department

3-01-20-155-000-138 25,000.00 TOWNSHIP ATTORNEY (LEGAL DEPT)

Total 25,000.00

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

Chief Financial Officer



### **TOWNSHIP OF WILLINGBORO**

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

August 28, 2003

Harold W. George, Esquire Summers & George 849 W. State Street P.O. Box 630 Trenton, New Jersey 08604

Dear Mr. George:

Attached is a copy of Resolution No. 2003-118, adopted by the Willingboro Township Council on August 26, 2003, which reflects your professional services contract. Also attached is an original and two copies of the contract. Please sign all and return the original and one copy to this office.

Thank You.

Sincerely,

Marie Annese, RMC Township Clerk

Att:

/saw

# LAW OFFICES SUMNERS GEORGE A PROFESSIONAL CORPORATION

849 WEST STATE STREET P.O. BOX 0630 TRENTON, NEW JERSEY 08604

> TEL: (609) 393-6604 FAX: (609) 394-8003

WRITER'S E-MAIL ADDRESS: hgeorge@sgdesqs.com

SEP 1 5 2003

OFFICE OF THE TWP CLERK WILLINGBORO, NEW JERSEY

GREGORY E. WILLIAMS

THOMAS W. SUMNERS, JR. HAROLD W. GEORGE

MORRIS G. SMITH\* COUNSEL

\*MEMBER OF NJ & PA BAR

September 10, 2003

Marie Annese, RMC Township Clerk Township of Willingboro Municipal Complex One Salem Road Willingboro, New Jersey 08046

Dear Ms. Annese:

Enclosed herewith please find an original and one (1) copy of an executed Professional Service Contract.

Thank you for the opportunity to represent you in this matter. Should you have any questions or require any additional information, please do not hesitate to contact me at the number listed above.

Very truly yours,

SUMNERS GEORGE, P.C.

HAROLD W. GEORGE, ESQUIRE amb

HWG:amb Enclosure

### 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 the HAROLD W. GEORGE, ESQUIRE, of Sumners & George, 849 W. State Street, P.O. Box 630, Trenton, New Jersey 08604;

WHEREAS, the Township of Willingboro has, by Resolution, appointed Harold W. George, Esquire to serve as Special Labor Counsel for the un-expired term of prior counsel, Steven Holden, Esquire to represent the Township in all Police Disciplinary matters, beginning June 10, 2003 and ending December 31, 2003; 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.

The Special Labor Counsel shall be the Township of Willingboro's attorney in legal proceedings involving Police Affairs and Police Disciplinary matters, and shall be the legal advisor to the Township Solicitor and Township Council of the Township of Willingboro on these legal matters.

### 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.

# CONTRACT FOR PROFESSIONAL SERVICES SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay the Special Labor Counsel a sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

Upon presentation of appropriate vouchers all charges for services rendered and costs incurred. All matters including but not limited to, police legal disputes, disciplinary hearings litigation and meetings shall be charged at an hourly rate of One Hundred Twenty-Five Dollars (\$125.00) 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 Special Labor Counsel 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 - WILLINGBORO POLICE DEPARTMENT RESPONSIBILITIES.

The Township of Willingboro and Willingboro Township Police Department agree to provide all necessary assistance in properly post auditing the accounts to insure that no overcommitments or over-expenditures will be created as a result of the efforts of the Special Labor Counsel 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 Special Labor Counsel's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

#### SECTION 5. RECORDS AND PAPERS.

#### CONTRACT FOR PROFESSIONAL SERVICES

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Special Labor Counsel shall be and remain the property of the Township of Willingboro and the Willingboro Township Police Department. The Special Labor Counsel 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 and the Willingboro Township Police Department.

#### SECTION 6. LIMITATIONS OF SCOPE OF WORK.

This contract contemplates that the Special Labor Counsel 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 legal 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 effect to the extent that funds are provided, upon the annual approval of Township Counsel by Resolution.

# TOWNSHIP OF WILLINGBORO CONTRACT FOR PROFESSIONAL SERVICES

#### **SECTION 7. AFFIRMATIVE ACTION.**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of August 2003.

FOR THE TOWNSHIP OF WILLINGBORO

DR. PAUL L. STÉPHENSON, Mayor

ATTEST:

MARIE ANNESE, Township Clerk

SUMNERS & GEØRGE

C-4

#### 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;

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.

#### 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.

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 t 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).

#### 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 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 ahs 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.

#### 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.

#### 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 the HAROLD W. GEORGE, ESQUIRE, of Sumners & George, 849 W. State Street, P.O. Box 630, Trenton, New Jersey 08604;

WHEREAS, the Township of Willingboro has, by Resolution, appointed Harold W. George, Esquire to serve as Special Labor Counsel for the un-expired term of prior counsel, Steven Holden, Esquire to represent the Township in all Police Disciplinary matters, beginning June 10, 2003 and ending December 31, 2003; 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.

The Special Labor Counsel shall be the Township of Willingboro's attorney in legal proceedings involving Police Affairs and Police Disciplinary matters, and shall be the legal advisor to the Township Solicitor and Township Council of the Township of Willingboro on these legal matters.

#### 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.

# CONTRACT FOR PROFESSIONAL SERVICES SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay the Special Labor Counsel a sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

Upon presentation of appropriate vouchers all charges for services rendered and costs incurred. All matters including but not limited to, police legal disputes, disciplinary hearings litigation and meetings shall be charged at an hourly rate of One Hundred Twenty-Five Dollars (\$125.00) 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 Special Labor Counsel 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 - WILLINGBORO POLICE DEPARTMENT RESPONSIBILITIES.

The Township of Willingboro and Willingboro Township Police Department agree to provide all necessary assistance in properly post auditing the accounts to insure that no overcommitments or over-expenditures will be created as a result of the efforts of the Special Labor Counsel 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 Special Labor Counsel's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

#### SECTION 5. RECORDS AND PAPERS.

#### CONTRACT FOR PROFESSIONAL SERVICES

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Special Labor Counsel shall be and remain the property of the Township of Willingboro and the Willingboro Township Police Department. The Special Labor Counsel 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 and the Willingboro Township Police Department.

#### SECTION 6. LIMITATIONS OF SCOPE OF WORK.

This contract contemplates that the Special Labor Counsel 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 legal 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 effect to the extent that funds are provided, upon the annual approval of Township Counsel by Resolution.

# TOWNSHIP OF WILLINGBORO CONTRACT FOR PROFESSIONAL SERVICES

#### **SECTION 7. AFFIRMATIVE ACTION.**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of August 2003.

FOR THE TOWNSHIP OF WILLINGBORO

DR. PAUL L. STEPHENSON, Mayor

ATTEST:

MARIE ANNESE, Township Clerk

SUMNERS & GEORGE

IAROLD W. GEORGE, Esquire

#### 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;

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.

#### 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.

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 t 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).

#### 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 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 als 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.

#### 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.

#### RESOLUTION NO. 2003- //9

# RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE REAL ESTATE CONTRACT FOR THE PURCHASE OF PROPERTY OF IMANI REALTY, INC.

WHEREAS, the Township of Willingboro Council has found that it is in the best interest of the Township to purchase undeveloped corner lots and undeveloped environmentally sensitive lots; and

WHEREAS, Imani Realty, Inc, has offered for sale Lot No. 33, Block 529 located on the Willingboro Tax Map; and

**NOW THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Willingboro, assembled in public session this 26th day of August, 2003, that the Mayor and Township Clerk shall execute the Real Estate Contract for the Purchase of Lots 33, Block 529 on the Tax Map of the Township of Willingboro and shall provide to Imani, Inc., the deposit of \$5,000.00 to be held in escrow by Imani Realty, Inc., until the closing date;

**BE IT FURTHER RESOLVED,** that copies of this resolution be provided to the Imani Realty Inc., and the Finance Director for their information and attention.

DR. PAUL STEPHENSON, MAYOR

ATTEST:

MARIE ANNESE, RMC

Township Clerk

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE IS MADE BETWEEN:

IMANI REALTY, INC., whose address is 600 Beverly-Rancocas Road, Willingboro, NJ 08046 referred to as the Seller AND

THE TOWNSHIP OF WILLINGBORO, whose address is One Salem Road, Willingboro, NJ 08046 referred to as the Buyer.

1. **Purchase Agreement.** The Seller agrees to sell and Buyer agrees to buy the property described in this contract.

2. **Property.** The property to be sold consists of (a) lot with no improvements on it, and (b) all of Seller's rights relating to the land. The land is located in the Township of Willingboro, in the county of Burlington and State of NJ, as shown on the municipal tax map as **Lot No. 33**, **Block. 529** on the Official Tax Map of the Township of Willingboro.

3. Purchase Price. The purchase price is TWENTY NINE THOUSAND NINE HUNDRED. (\$29,900.00)

4. Payment of Purchase Price. On execution of this contract a deposit of Five Thousand (\$5,000.00) shall deposited in the escrow account of Imani Realty, Inc. The balance TWENTY FOUR THOUSAND NINE HUNDRED (\$24,900.00) shall be paid at the time of final settlement.

5. **Time and Place of Closing.** The Buyer and Seller agree that closing shall take place on a date no later than September 30, 2003, time of the essence. The closing will be held at Imani Realty & Associates or the title company of the Buyer.

6. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the property to Buyer. This transfer of ownership will be free of all claims and rights of others executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

7. **Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale the Seller agrees to provide the Buyer agrees to accept a deed known as a Bargain and Sale Deed with Covenants Against Grantor's Acts.

8. Adjustments at Closing. Seller represents that the property is not subject to any liens or assessments for "roll back" taxes. If there is any obligation because of roll-back taxes, Seller agrees to make an allowance or adjustment at the time of closing and to pay any amount due out of the proceeds to be received at that time.

9. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of the property. The Buyer has inspected the property and relies on this inspection and any rights which may be provided for in other parts of this contract. Seller warrants to the best of Seller's knowledge that there are no hazardous wastes present on the property and that the property is free of any underground oil tanks.

10.**Risk of Loss.** The seller is responsible for any damage to the property, except for normal wear and tear until the

closing.

11. Complete Agreement. This contract is the entire and only agreement between the Buyer and Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller also promises that the Seller has not made any other contract to sell the property to anyone else.

12. Parties Bound. This contract is binding upon all parties who sign it and all who succeed to their rights and

responsibilities.

13. Choice of Law and Choice of Jurisdiction. This contract shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Any litigation concerning, relating to, or arising under this contract shall be filed in the Superior court of New Jersey, Burlington County.

14. Realty Transfer Fee. The Seller shall be solely responsible for the payment of any realty transfer fee associated with this sale.

SIGNED AND AGREED TO BY:	
Witness on Attested by:	
8/29/63 By	Imani/Realty, Inc.
Date As to Seller	Scher
Cyntha Wates	V
$igg \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	
· ·	Township of Willingboro

8/24/03 Darellyese As to Buyer

Buyer



WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

August 28, 2003

Ms. Cynthia Waters Imani Realty, Inc. 600 Beverly Rancocas Road Willingboro, New Jersey 08046

Dear Ms. Waters:

Attached is a copy of Resolution No. 2003 – 119 which was adopted by Willingboro Township Council at their meeting of August 26, 2003. Also attached are three copies of the Contract for Sale. It would be appreciated if you would sign all copies and return two to this office.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma Att.

cc: Michael Armstrong, Esq.

### CONTRACT FOR SALE OF REAL ESTATE

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14. Realty Transfer Fee. The Seller shall be solely responsible for the payment of any realty transfer fee associated with this sale.

SIGNED	AND	AGREED	TO BY:

Witness or Attested by:

Imani Realty, Inc.

Seller

Date

s to Seller

Township of Willingboro

8/26/03

As to Buye

Buyer

#### RESOLUTION NO. 2003-

#### RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE REAL ESTATE CONTRACT FOR THE PURCHASE OF PROPERTY OF IMANI REALTY, INC.

WHEREAS, the Township of Willingboro Council has found that it is in the best interest of the Township to purchase undeveloped corner lots and undeveloped environmentally sensitive lots; and

WHEREAS, Imani Realty, Inc, has offered for sale Lot No. 33, Block 529 located on the Willingboro Tax Map; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of August, 2003, that the Mayor and Township Clerk shall execute the Real Estate Contract for the Purchase of Lots 33, Block 529 on the Tax Map of the Township of Willingboro and shall provide to Imani, Inc., the deposit of \$5,000.00 to be held in escrow by Imani Realty, Inc., until the closing date;

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Imani Realty Inc., and the Finance Director for their information and attention.

#### AS AMENDED:

<ul> <li>The closing date is amended to not late.</li> </ul>	r than September 30, 2003.	
Soller is responsible for any realty trans	sfer taxes.	
	•	
ACCEPTED AS TO:		
Va XXX		
SELLER	BUYER	
	<b>;</b>	
Dated: $8/29/03$	1	
. 7	Dr. Paul Stephenson, Mayor	
	Dr. Paul Stephenson, Mayor	
ATTEST:	Dr. Paul Stephenson, Mayor	
	Dr. Paul Stephenson, Mayor	r

# Imani Realty & Associates 600 Beverly-Rancocas Road Willingboro, New Jersey 08046 (609) 877-9000 (609) 877-9009 fax

September 4, 2003

Ms. Marie Annese, RMC Township Clerk Township Of Willingboro Municipal Comples, One Salem Road Willingboro, NJ 08046

RE: Lot #33, Block #529 - JFK Way, Willingboro, NJ

Dear Ms. Annese,

Attached you will find two (2) copies of the signed contracts for the above property as well as a signed Resolution.

Please remit the agreed upon deposit of \$5000.00 to my office as soon as possible. If you or the township's attorney require information concerning the prior title policy for the land, I will be happy to assist you with that information.

Thank you for your assistance with this matter.

Cynthia Waters

Realtor

CW/l

Enc.

Cc: M. Boyer, Imani Realty & Associates



Collegiate Title Corporation 110 Marter Ave., Suite 107 Moorestown, NJ 08057 856-231-0990 Fax: 856-778-8110

# Settlement Statement

U.S. Department of Housing and Urban Development OMB No. 2502-0265 REV. HUD-1 (3/86) <

www.collegiatetitle.com	et	OFHA 2.	ins.
		5. UConv. Ins. JMBER	7. LOAN NUMBER
		8. MORTGAGE INSURANCE CASE NUMBER	α.
This form is furnished to give you a statement of actual settleme C. Note: Items marked "(p.o.c.)" working they are a WARNING: It is a crime to knowingly make false statements to the conviction can include a fine and imprisonment. For details see:	nt costs. Amounts paid hown here for informal ne United States on this Title 18 U. S. Code Se	you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown.  And outside the closing; they are shown here for information purposes and are not included in the totals.  And was take attements to the United States on this or any other similar form. Penalties upon and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.	TitleExpress Settlement System Printed 09/30/2003 at 13:24 JH
D. NAME OF BORROWER: Township of Willingboro, NJ 08046 ADDRESS: One Salem Road, Willingboro, NJ 08046	ro ngboro, NJ 08046		
ELLER:	Road, Willingbor	o, NJ 08046	
ENDER:			
G. PROPERTY ADDRESS: Block 529, Lot 33, (Vacant Land), Willingboro, NJ 08046 Township of Willingboro	cant Land), Willin oro	gboro, NJ 08046	
H. SETTLEMENT AGENT: Collegiate Title Corporation, Telephone: 856-231-0990	ration, Telephone	Other Real Estate Collegiate Title Corporation, Telephone: 856-231-0990 Fax: 856-778-8110 140 Marter Avenue, Suite 107, Moorestown, NJ 08057	
	LION.	V SIMMARY OF SELLER'S TRANSACTION	ANSACTION:
J. SUMMARY OF BORROWER'S I KANSACTION:	ACTION:	400. GROSS AMOUNT DUE TO SELLER	
Contract sales price	29,900.00	401. Contract sales price	00'006'87
102. Personal Property	822.00	1	
		404,	
105.	900	405. Adjustments for items paid by seller in advance	ller in advance
Adjustifierts for items paid by select in devel			
110.		410.	
111.		411.	
112. 120 GROSS AMOUNT DUE FROM BORROWER	30,722.00	412. 420. GROSS AMOUNT DUE TO SELLER	29,900.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER			ER
1	5,000,00	501. Excess Deposit (see Instructions) 502. Settlement charges to seller (line 1400)	349.25
202. Principal amount of new loans			
1 1		1	
205.		505. 506	
206.		507,	
208.		508.	
		509. Adiustments for items unbaid by seller	d by seller
Adjustments for items unpaid by seller		513.	
213.		514.	
215.		515,	
216.		516. 547	
217.		517.	
219.		519.	340.05
220. TOTAL PAID BY/FOR BORROWER	5,000.00	520. TOTAL REDUCTION AMOUN! DUE SELLER I	ER
300. CASH AT SETTLEMENT FROM OR TO BORROWER	20 700 00	604 Gross amount due to seller (line 420)	29
	5,000.00		349.25
302. Less amounts paid by/lior bollower (iii) a 220)		1	20 550 75
303, CASH FROM BORROWER	25,722.00	603. CASH TO SELLER	X :: A C   A C

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the internal Revenue Service. If you are required to file a return a nogligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction. identification number. If you do not provide your correct taxpayer identification

You are required by law to provide the settlement agent (Fed. Tax ID No:	SELLER(S) SIGNATURE(S):	SELLER(S) NEW MAILING ADDRESS:	SELLER(S) PHONE NUMBERS:
You	ž	SELI	SEL

PAGE 2

File Number: 0307572  MENT STATEMENT  REV. HUD-1 (3/86)  TitleExpress Settlement System	m Printed 09/30/2003 g	PAGE 2 113:24 JH
000000000000000000000000000000000000000	PAID FROM	PAID FROM
JAL SALES/BROKER'S COMMISSION based on price \$29,900,00 (@ 0,000 = 20).	BORROWER'S	SELLER'S
of s	SETTLEMENT	SETTI EMENT
702. \$		
703. Commission paid at Settlement		
801. Loan Origination Fee %		
805 Jandark Instruction Eng		
806. Mortgage Application Fee		
- 4		
809,		
810. 841		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From to @\$ /day		
m for to		
- 1		
904	4	
1000 RESERVES DEPOSITED WITH LENDED FOR		
110. 65 DO OM		
County Property Tax mo.@\$		
mo. @ \$		
	0.00	0.00
ı		
1101. Settlement or closing fee to Collegiate Title Corporation	150.00	150.00
102. Abstract of title search		
100. Title examination 1104. Title insurance binder		
1106. Notary Fees		45.00
1107. Attorney's fees		00.61
1108. Title Insurance to Collegiate Title Corporation	377.00	
(includes above items No:		
Lender's Policy		
1111. Overnight Payoff Fee to Collegiate Title Corporation		14.25
1112.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees Deed \$65.00 ; Mortgage \$ ; Release \$	65.00	
Realty Transfer Tax Deed \$120.00 ; Mortgad		120.00
Release of Mortgage to Collegiate Title Co		50.00
1205.		
Substitutional Settlement		
1302, Pest Inspection	230.00	
\$1303; miles		
1304		
(1305)		
1306.		
1308.		
4400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	822.00	349.25

HUD CERTIFICATION OF BUYER AND SELLER

ents made on my account or b reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disburs. on. I further certify that I have received a copy of the HUD-1 Settlement Statement. I have carefully In this transarot

Imani Realty, Inc.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SMILAR FORM, PENALTIES UPON CONVICTION CAN INCLUDEA FINE AND IMPRISONMENT. FOR DETALS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transactic I have caused or will cause the funds to be disbursed in accordance with this statement.



Collegiate Title Corporation 110 Marter Ave., Suite 107
Moorestown, NJ 08057
856-231-0990 Fax: 856-778-8110
www.collegiatetitle.com
e-mail: collegiatetitle@earthlink.net

3. Conv. Unins. Conv. Ins 2. □FmHA 5. □Conv In B. TYPE OF LOAN 4. □VA 5. [ 6. FILE NUMBER 0307572 1. OFHA

7. LOAN NUMBER

8. MORTGAGE INSURANCE CASE NUMBER

TitleExpress Settlement System Printed 09/30/2003 at 13:24 JH This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TOWNSHIP OF WILLIAM SECTION OF WILLIAM SECTION OF A One Salem Road, Willingboro, NJ 08046 Imani Realty, Inc. 600 Beverly-Rancocas Road, Willingboro, NJ 08046 D. NAME OF BORROWER: E. NAME OF SELLER: ADDRESS C. Note:

Other Real Estate
Collegiate Title Corporation, Telephone: 856-231-0990 Fax: 856-778-8110
110 Marter Avenue, Suite 107, Moorestown, NJ 08057 Block 529, Lot 33, (Vacant Land), Willingboro, NJ 08046 Township of Willingboro ☐ Principal Residence
H. SETTLEMENT AGENT:
PLACE OF SETTLEMENT: F. NAME OF LENDER:
ADDRESS:
G. PROPERTY ADDRESS:

1. SETTLEMENT DATE: 09/30/2003	CITES, CALLE TOT, MODIESCOWII, NO USUS	יאנואין ואס חפתטי/	
J. SUMMARY OF BORROWER'S TRANSACTION:	ANSACTION:	K. SUMMARY OF SELLER'S TRANSACTION:	
~1		400. GROSS AMOUNT DIJE TO SELLER	
- 1	29,900,00		00000
- 1		Personal Property	73,300.00
103. Settlement charges to borrower (line 1400)	822.00	1	
104,		404,	
105.		405.	
Adjustments for items paid by seller in advance	dvance	Adjustments for items paid by seller in advance	
109,		409	
110.		410	
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	30,722.00	. GROSS AMOUNT DUE TO SELLER	20 000 00
	WER	SELLER	1200.00
- 1	5,000,00	501. Excess Deposit (see instructions)	T
		Settlement charges to seller (line 1400)	וצמני זכן
203. Existing loan(s) taken subject to			\ \ \ \
204,			nb 6876
205.			1
206.		506.	Ī
207.		507.	
208.		508.	
.509.		509.	
Adjustments for items unpaid by seller	er	Adjustments for items unpaid by seller	
213.		513.	
214.		514,	
215,		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	5,000.00		4185.19
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	30,722.00	601. Gross amount due to seller (line 420)	00.006,6
302. Less amounts paid by/for borrower (line 220)	5,000.00	602. Less reduction amount due seller (line 520) 41 8-	4185.19
_			****

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603, CASH TO SELLER

25,722.00

18.41656

) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification Under penalities of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.	
You are required by law to provide the settlement agent (Fed. Tax ID No: _ number, you may be subject to civil or criminal penalites imposed by law.	·

Ξ SELLER(S) NEW MALING ADDRESS: SELLER(S) PHONE NUMBERS: PAGE 2

PAID FROM

SELLER'S

**BORROWER'S** 

MENT OF HOUSING AND URBAN DEVELOPMENT

EMENT STATEMENT

REV. HUD-1 (3/86)

EMENT CHARGES

Printed 09/30/2003 at 13:24
PAID FROM P TitleExpress Settlement System File Number: 0307572

120.00 50.00 14.25 0.00 150.00 15.00 00,3611 SETTLEMENT FUNDS AT 65.00 230.00 822.00 0.00 150.00 377.00 SETTLEMENT **FUNDS AT** (enter on lines 103, Section J and 502, Section K) HUD CERTIFICATION OF BUYER AND SELLER Deed \$ | Mortgage \$ to Collegiate Title Corporation Escrow Acct. COMMISSION based on price \$29,900.00 @ 0.000 g Œ, 읦 윌 읩 to Robins Associates Land Surveying Release \$ ; Mortgage \$ to Collegiate Title Corporation to Collegiate Title Corporation to Collegiate Title Corporation 113. 200. GOVERNMENT RECORDING AND TRANSFER CHARGES 811. 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE - 200.00 Inco, Roch mo. @ \$ mo. @ \$ mo. @ \$ 703. Commission paid at Settlement
800. ITEMS PAYABLE IN CONNECTION WITH LOAN 805. 000. RESERVES DEPOSITED WITH LENDER FOR ; Mortgage \$ Deed \$120.00 29,900.00 유 요 1300. ADDITIONAL SETTLEMENT CHARGES 1400. TOTAL SETTLEMENT CHARGES sion of commission (line 700) as follow 2 ₽ Interest From the Mortgage Insurance Premium for 903. Hazard Insurance Premlum for 904. 201. Recording Fees Deed \$65.00 (includes above items No: Attorney's fees (includes above items No: Lender's Inspection Fee Mortgage Application Fee 101. Settlement or closing fee 1102. Abstract or title search 1103. Title examination 1104. Title insurance binder 1203. State Tax/stamps
1204. Release of Mortgage
1205. 105. Document Preparation 111. Overnight Payoff Fee . County Property Tax . Flood Insurance 801. Loan Origination Fee 802. Loan Discount 100, TITLE CHARGES 1202. Realty Transfer Tax 1002. Mortgage insurance 805. Lender's Inspectic 806. Mortgage Applica 807. Assumption Fee 1003. City Property Tax 1108. Title Insurance 1302. Pest Inspection 1303. 803. Appraisal Fee 804. Credit Report Notary Fees 1301. Survey 1308 1107. 1109. 1110. 88 88

carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO A UNITED STATES ON THIS OR BAY SIMILAR FORM. PENALTIES UPON CONVINCIONE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 14: U.S. CODE SECTION 1001 AND SECTION 1010.

ment which I have prepared is a true and accurate account of this transact the funds to be disbursed in accordance with this statement. 9-30-03 DATE

# RESOLUTION NO. 2003 - /JO 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 2003, that an Executive Session closed to the public shall be held on 9, 2003, at 7.25 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

Marie Annese, RMC
Township Clerk

#### **RESOLUTION NO. 2003 – 121**

# A RESOLUTION AWARDING A BID FOR POLICE DEPARTMENT VEHICLES

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Police Department Vehicles; 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 Winner Ford, Cherry Hill, New Jersey for the lease of three 2004 Ford Explorers, 4 Door mid, 4WD vehicles at \$9,096.27 for a payment of \$27,288.81 per year for three years; 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 2<sup>nd</sup> day of September, 2003, N that the bids be accepted as per the attached bid return sheet and recommendation; and

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

#### Certification Of Availability of Funds

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

Resolution Date: 09/02/03 Resolution Number: 2003-121

Vendor: WINNE033 WINNER FORD

250 HADDONFIELD-BERLIN ROAD

CHERRY HILL, NJ 08003

Contract: 03-00008 WINNER FORD POLICE VEHICLES

Account Number Amount Department

3-01-25-240-247-146 27,288.81 POLICE DEPARTMENT

Total 27,288.81

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

Chief Financial Officer

#### Willingboro Township Police Department Willingboro, New Jersey 08046

To:

Denise Rose - Township Manager

From: Captain John McKone

Date: August 26, 2003

Ref:

Police Vehicle Request

Denise,

Originally we had hoped to replace six patrol vehicles this year. Unfortunately, our present budget situation will only allow us to replace three patrol vehicles.

The bid process was completed in July of this year, however we had to wait until now to be sure we had the money to acquire new vehicles. Attached is the lowest bid sheet from Winner Ford in Cherry Hill, New Jersey. I'm sure Councilman Ramsey will be happy to hear the lowest bid was from a New Jersey company, instead of a company from Delaware.

After consultation with Ramona Barrientos regarding available budget money, I am recommending we replace three patrol vehicles with new Ford Explorers. I have highlighted the lease price on the attached bid sheet.

Thank you.

Deved 7/10/03 @ 10Am DINNER FORE "Bid Return Sheet " YORMIN 40R. FULL Option "A" - Purchase Prica A-1"4WD Purchase price of vehicle (unit price) 22:870.97 23,257.58 Trade-in figure (if applicable) "Base Care" Warranty (3yr - 100,000 miles "0" deductible) 3175.00 3175,00 3175.00 Price per unit deduct trade (if applicable) include warranty 3175.00 26.045.97 Option "B" - Lease Purchase 36 Monthly Payments 26 432:57 29224.15 23.976:88 Purchase price of vehicle (unit price) 22,870.97 .23,257.58 24.049.15 Trade-in figure (if applicable) 20, 80%. 88 Total payment for term of lesse (36 months) per vehicle 27.986.04 0 28, 401. 4 31 401.00 Monthly payment per vehicle 25 890-84 777.39 788-93 872.25 Annual percentage rate 5.00.0% 719.19 5.00 % 5:00 % Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) 5-35% must supply warranty coverage documents 3175.6 Total monthly cost include warranty 3,175.7 3175000 3175,-(include trade in figure if applicable) 777.39 788-93 8.72.25 Option "C" - Lease Purchase 3 Annual Payments 719.19 Purchase price of vehicle (unit price) 22,870.97 23257.58 Trade-in figure (if applicable) 20,801.88 Total payment for term of lease (3 years) per vehicle 27288.81 27.693.87 30,618:63 Annual payment per vehicle 25.2/3.62 9096:21 Annual percentage rate 9,231.29 10.206.2 4,8570 8. 404.5 4.85.72 4,8570 Extended Warranty "Base Care" per vehicle · 5125 /2 (3yrs - 100,000 miles - "0" deductible) . must supply warranty coverage documents 3175,6 31750 3175,00 Total Annual payment cost (including warranty) per vehicle 3175.00 (Including trade-in figure if applicable) :... 9096.27 9,23/29 10,206,21 8.404.54

#### Bid Requirements:

- 1. Bid Guarantee
- 2. Certificate of Consent of Surety
- 3. Disclosure Statement
- 4. Non-Collusion Certification
- 5. Affirmative Action
- Other (Certificate of Emp. Info. Report)

# RESOLUTION NO. 2003 - / 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 \_\_\_\_\_\_\_\_, 2003, that an Executive Session closed to the public shall be held on \_\_\_\_\_\_\_\_\_, 2003, at \_\_\_\_\_\_\_\_ 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.

Paul L. Stephenson, Mayor

Marie Annese, RMC

Township Clerk

#### **RESOLUTION NO. 2003 - 123**

## A RESOLUTION AUTHORIZING RETURN OF ESCROW BALANCE

WHEREAS, Dr. Samuel Friedman filed an application for minor subdivision with the Willingboro Township Planning Board on June 21,2002, and posted the required fees; and

WHEREAS, Dr. Samuel Friedman's application is complete in all aspects as certified by the Township Engineer and all bills have been signed off for payment; and

WHEREAS, Dr. Samuel Friedman has requested that the money remaining in his escrow account be refunded.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 9<sup>th</sup> day of September, 2003, that the escrow balance of \$1,754.31 be refunded to the applicant as requested.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer and to the Planning Board for their information and attention.

Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC Township Clerk RESOLUTION NO. 2003 -

# A RESOLUTION AUTHORIZING RETURN OF ESCROW BALANCE

WHEREAS, Dr. Samuel Friedman filed an application with the Willingboro Township Planning Board on June 21,2002, and posted the required fees; and

WHEREAS, Dr. Samuel Friedman's application is complete in all aspects and all bills have been signed off for payment and

WHEREAS, Dr. Samuel Friedman has requested that the money remaining in his escrow account be refunded.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 23rd day of September, 2003, that the escrow balance of \$1,754.31 be refunded to the applicant as requested.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer and to the Planning Board for heir information and attention

Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC Township Clerk

for minor subdivision

as certified by the Township Engineer

# WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

# TELEFAX COVER SHEET

<b>T</b> 0;	CARL TURNIN	Mana	Anneas
COMPANY:			
DATE:	9/5/2003	A. C. A. C.	
TO FAX NO.			
	CARL TURNUR	The state of the s	
FROM:	Tario Caroneres Com MT. (202 PAGES	2	
(.	TAGES		
SUBJECT:			
		Deliver for the second	
	,	_	
FOR YOUR IN	FORMATION PLEASE RESPOND		
THANK YOU			

### A RESOLUTION CONCERNING THE PATRIOT ACT

**WHEREAS**, the Constitution of the United States of America and its Bill of Rights, along with the Constitution of the State of New Jersey, guarantee certain liberties to all citizens, including:

- \* Freedom of speech and peaceful assembly;
- \* Established rights in judicial proceedings, including presumption of innocence, due process, legal counsel and probable cause;
- \* Protection from unreasonable searches and seizures;

WHEREAS, the sanctity of these precious liberties may be threatened by certain new laws, including "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (also known as the USA PATRIOT ACT), several executive orders, the Homeland Security Act, and the proposed Domestic Security Enhancement Act of 2003 (also known as PATRIOT II);

WHEREAS, residents of Willingboro have expressed alarm about the pursuit of security without appropriate protection of Constitutional rights;

**WHEREAS**, the Willingboro Township Council is committed to upholding the United States Constitution and its Bill of Rights, and the New Jersey State Constitution; and

WHEREAS, it is generally accepted that unwarranted secrecy is antithetical to a true democracy, and that actions undertaken by secret indictment or process undermine established norms for civil discourse between government and those whom it would govern;

# NOW, THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL TOWNSHIP OF WILLINGBORO:

Section 1. Submits a letter to the New Jersey Congressional delegation conveying the concerns of Willingboro residents regarding the PATRIOT ACT, including but not limited to the following:

- \* Monitoring political and religious gatherings;
- \* Obtaining library records, bookstore records, and internet records without proper authorization and without notification;
- \* Issuing subpoenas through the United States Attorney's Office without a court's approval or knowledge;
- \* Eavesdropping on confidential communications between lawyers and their clients;
- \* Entering private residences, businesses and organizations without consent, before serving a search warrant;
- \* Engaging in racial profiling and detention without charges; and
- \* Withholding information from Congress and the public on actions taken under these laws.

Section 2. Urges members of the New Jersey Congressional delegation to actively work for the revocation of any sections of the USA PATRIOT ACT, any proposed new Federal legislation and Executive Orders which limit or violate fundamental rights and liberties embodied in the Municipal Ordinances of the Township of Willingboroand in the Constitutions of the State of New Jersey and of the United States.

Section 3. Requests the Township Manager to instruct Township employees to continue practices and policies favoring and protecting Constitutional rights and liberties;

Section 4. Directs the Township Manager to transmit copies of this Resolution to the Governor of the State of New Jersey, Willingboro's State legislative delegation, Willingboro's delegation in the United States Congress, and the President of the United States.

Section 5. Effective Date. This Resolution is effective on the date of its passage.

Dr. Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC

Township Clerk

#### **Resolution 2003 – 125**

Resolution supporting the relocation and improvement of a jug handle located between Beverly-Rancocas Road and the Rancocas Creek as presented by the project study team of the Burlington County Corridor Planning Study for improvements within the Township of Willingboro

WHEREAS, a portion of Route 130 is located in the Township of Willingboro, County of Burlington: and

WHEREAS, the Township Council of the Township of Willingboro is acutely aware of the difficulties and dangers presented by the current traffic problems associated with Route 130; and

WHEREAS, the Project Study Team of the Route 130 Burlington County Corridor Planning Study has developed a conceptual project for the relocation and improvement a jug handle located between Beverly-Rancocas Road and the Rancocas Creek; and

WHEREAS, such relocation will improve both the vehicular and pedestrian safety and traffic circulation of Route 130; and

WHEREAS, such relocation will improve the storm water management of the area and improve the water quality of the Willingboro Lakes;

Now, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, assembled in open session on the ninth day of September 2003, hereby endorses the above noted conceptual project

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the New Jersey Department of Transportation, Bureau of Mobility Strategies, Project Manager for its information and action.

Dr. Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC

Township Clerk



# TOWNSHIP OF WILLINGBORO

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

September 10, 2003

Mr. Calvin Davis, Manager Bureau of Mobility Strategies 1035 Parkway Avenue P.O. Box 600 Trenton, New Jersey 08625

Dear Mr. Davis:

Attached please find a certified copy of Resolution 2003 - 125 what was adopted by the Willingboro Township Council on September 9, 2003, reflecting the Project Study Team for the improvements within Willingboro Township regarding the area between Beverly-Rancocas Road and Rancocas Creek.

Sincerely,

Marie Annese, RMC

Township Clerk

Att./saw

# RESOLUTION NO. 2003 - 126 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 923, 2003, that an Executive Session closed to the public shall be held on 923, 2003, at 8:55 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

ATTEST:

Marie Annese, RMC Township Clerk

#### **RESOLUTION NO. 2003 - 127**

### A RESOLUTION AUTHORIZING RETURN OF PERFORMANCE BOND FOR FUNERAL HOME, PINE STREET (ALPHA BAPTIST)

WHEREAS, there has been a request from Rev. Bass, Alpha Baptist Church to release the Funeral Home portion of the Performance Guarantee (\$8,545.20); and

WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated September 12, 2003, 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 23<sup>rd</sup> day of September, 2003, in accordance with the attached recommendation, that the Funeral Home portion of the Performance Guarantee be released and the Beauty Parlor portion remain with the Township.

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

Paul L. Stephenson

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

Mark E. Malinowski, PE

Ms. Marie Annese, Township Clerk

Willingboro Township Municipal Complex One Salem Road Willingboro, NJ 08046

Dear Ms. Annese:

I am in receipt of your fax letter of September 8, 2003 regarding the above referenced matter. Please note that only the Funeral Home portion of the Performance Bond, i.e. \$8,545.20 (+ interest) is approved to be released. The portion of the Bond for the Beauty Parlor, i.e. \$2,826.00 (+ interest) is to remain with the Township.

RE: Performance Bond

LWR File No. 94-39-88

Alpha Baptist Church / Mays Funeral Home

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

TRANSMITTED VIA FACSIM

(609) 835-0782

September 12, 2003

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Willingboro Township Engineer

CAT:db

94-39-88\LET\CAT\ANNESE-PERFBOND-S08.DOC (03)

Jeffrey S. Richter, PE, PP

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

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP



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

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

Robert W. Lord, PE & LA, PP

Raymona I. Worsell, H. Ph. & US, PE CMI

hours & Richten pr. pp.

TRANSMITTED VIA FACSIMILE (609) 835-0782

September 12, 2003

Mark E. Malmowski, Pf-

John P. Augustino

Stephen L. Bergar

Canald J. JeBrace, Jr. CTA, 197 April

Borry S Dickin

Carl A. Turner, Pf.

Ms. Marie Annese, Township Clerk

Willingboro Township Municipal Complex One Salom Road

Willingboro, NJ 08046

SEP 1 2 2003

OFFICE OF THE TOWNSHIP GLERK
WILLINGSORO, NEW JERSEY

RE: Performance Bond

Alpha Baptist Church / Mays Funeral Home

LWR File No. 94-39-88

Patrok I Frnis PC

Camfor L. Lenber, LS

Edwin R. Ruble, US

Caubachae Sello, 19

C. Kenneth Anderson, Pt. & 15, PP.

Chilip C. Di Martino, CPRP

Conv. Zulas, US

Censultants

Dear Ms. Annese:

I am in receipt of your fax letter of September 8, 2003 regarding the above referenced matter. Please note that only the Funeral Home portion of the Performance Bond, i.e. \$8,545.20 (+ interest) is approved to be released. The portion of the Bond for the Beauty Parlor, i.e. \$2,826.00 (+ interest) is to remain with the Township.

If you should 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

14 PERSONAL PT CADANNESS PERFRONDISOR DEC (03)

CIVIL ENGINEERING . SURVEYING . PLANNING . PARKS & RECREATION



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

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

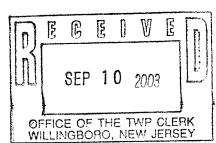
C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

TRANSMITTED VIA FACSIMILE (609) 835-0782

September 8, 2003

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



RE: Performance Bond Alpha Baptist Church / Mays Funeral Home LWR File No. 94-39-88

Dear Ms. Annese:

I am in receipt of your fax letter of September 8, 2003 regarding the above referenced matter. Please note that only the Funeral Home portion of the Performance Bond, i.e. \$8,545.20 (+ interest) is approved to be released. The portion of the Bond for the Beauty Parlor, i.e. \$5,983.50 (+ interest) is to remain with the Township.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Willingboro Township Engineer

arl A June

CAT:db

94-39-88\LET\CAT\ANNESE-PERFBOND-S08.DOC (03)

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

TRANSMITTED VIA FACSIMII (609) 877-3454

July 8, 2003

Mark E. Malinowski, PR

Jeffrey S. Richber, PR. PP.

Robert W. Lord, PE & LS. PP

RAYMOND L. WOTTELL IL I'D & LS. I'K LIME

Alpha International Academy of Excellence 9 Rose Street Willingboro, NJ 08046

John P. Augustina

Stephen L. Herser

Cerala J. Derekoa, Jr. CLA, PP. AICP

Barry S. Dirkin

Attention:

Joseph O. Bass, PhD President-CEO

RE: Alpha Baptist Church

Funeral Home: LWR No. 94-39-88 Beauty Parlor: LWR No. 94-39-88

Day Care Expansion: LWR No. 2002-39-86

Patrick J. Ermis, PE Edwin R. Ruble, LS Gurbachan Sethi, PE" Cary Zube, LS

Consultants

Philip C. DiMartino, CPRP

Dear Dr. Bass:

I am in receipt of your letter dated July 2, 2003, regarding your three (3) remaining projects. After reviewing your letter, I discovered numerous errors and omissions which is probably due to the fact that you are a minister/businessman and not an engineer. Please allow me to set the record straight and uncomplicate matters.

As per my letter dated November 26, 2002 to Denise Rose and Members of Council regarding your request to Council, my focus was to document release of approximately \$11,000 in Performance Guaranty money for remaining work on the Funeral Home and Beauty Parlor. Additionally, the 179 Somerset Drive property was to serve as the guaranty for both the \$11,000 you wanted returned and the Performance Guaranty required for your newest project (the Daycare Expansion). The Council voted on a Conditional Resolution authorizing the release of the funds as long as there was enough lien against the property for all of the remaining work.

Before a Resolution can be generated, the availability of funds (in this case, the lien on the 179 Somerset Drive property) had to be verified. Because my investigation of previous records, the tax office, the finance office and the Township Manager's recollection n etted no property held by the Township for any of your projects, the matter was turned over to the legal department.

1.1

But Wall of the Bornelly W.

Bass, PhD 2003 2

Therefore, the matter was not complex. Either the property had a lien from the Tov or it didn't. If it didn't, to do as you requested, a lien had to be generated. As far Engineer's office was concerned, your matter was then a legal issue. As a result, until the department concluded their investigation:

- 1. The \$8,545.20 Performance Bond for the Funeral Home could not be released.
- 2. The \$2,826.00. Performance Bond for the Beauty Parlor could not be released.
- 3. The Daycare Expansion required a Performance Bond \$27,594.00.

This is the long and short of it and it is not complicated.

## Daycare Expansion - (LWR No. 2002-39-86)

As stated to you and indicated to legal counsel: because it was discovered that there is no Township lien against 179 Somerset (as was indicated in most of your correspondence); and based on the fact that there is not enough equity to cover the Performance Guarantee (as per legal counsel); and because the construction of the expansion proceeded during the investigation period; and because the expansion has been inspected and deemed complete, I have recommended that the requirements for the Daycare Expansion Performance Bond be waived and that an appropriate Maintenance Bond be provided in the amount of \$2,759.40.

In regards to the amount of the Performance Bond, "the manner of determining the amount of bond" is not in keeping with what you can get the work done in a non-union town but rather what the Township must pay to get the work done. This amount is based on State Mandated prevailing wage rates which are 15, 20 and sometimes 30% more than normal construction costs.

Lastly, the fence is part of the project. As noted prior to your revised plans, it was placed in the wrong location and has since been relocated.

Because this issue is in the Legal Department, this recommendation must be presented to Council by that Department.

# Funeral Home and Beauty Parlor:

As per inspection by this office to validate the November 26, 2002 letter, the items listed as incomplete since 1999, were still incomplete.

Also, your fact indicated in one line that the work was complete and in another line that there were landscape issues remaining. Based on this, I think we can both agree that unless this work was done since the November, 2002 letter, it is still left to be done. Based on your comment that you did not want to complete this work and that the buyer of the property would need to complete the project, I feel it in order to have these projects

O. Bass, PhD

8, 2003 age 3

completed immediately. Therefore, as a part of the Daycare Expansion Certificate of Occupancy, all remaining work on these remaining properties (Funeral Home and Beauty Parlor) are to be completed. This will allow the Township to close out all remaining Alpha Baptist projects. These projects have been lingering for over 8 years.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Willingboro Township Engineer

#### CAT:db

c: Denise Rose, Township Manager and Members of Council (via facsimile 835-0782)
Michael Armstrong, Esq., Township Solicitor (via facsimile 877-7755)
Len Mason, Construction Official
John Augustino, LWR, Director of Inspections

F:\2003USR\2002-39-86\CAT\BASS-PROJECTSTATS-LUT.DXC

Dono

April 11, 2001 (update and correction of 5/9/00)

Funeral Home & Beauty Parlor Escrow Balance zeroed out 8/17/98

Performance Guarantee \$100,000.00 Posted 4/07/95

Reduced to \$80,000.00 5/02/95 Res. #99, 1995

Reduced to \$26,568.50 1/16/96 Res. #15, 1996

Reduced to \$11,371.20 4/06/99 Res. #59, 1999

Alpha Day Care Balance

\$ 793.80 (12/97)

Bond \$11,371.20 Interest Earned 1997 448.86 1998 456.34 1999 483.92 \$12,760,32 C.T. 5/99 - 43.50 C.T. 5/99 - 1,133.75

\$11,583.07

Bond w/Int.

\$11,583.07

Total Both

\$12,376.87

## RESOLUTION NO. 2003 - 128

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A.40A:2-26(e) IN CONJUNCTION WITH A POOL LOAN FINANCING WITH THE BURLINGTON COUNTY BRIDGE COMMISSION

WHEREAS, THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO desires to make application to the Local Finance Board for its approval of a non-conforming maturity schedule pursuant to N.J.S.A. 40A:2-26(e) in order to issue a bond to the Burlington County Bridge Commission for an amount not to exceed \$10,562,000;

WHEREAS, the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY as follows:

- Section 1. The application to the Local Finance Board is hereby approved, and the Township's Bond Counsel, along with other representatives of the Township, are hereby authorized to represent the Township in matters pertaining thereto.
- Section 2. The Clerk of the Township is hereby directed to prepare and file a copy of the proposed resolution with the Local Finance Board.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Recorded Vote

<u>AYE</u>	<u>NO</u>	ABSTAIN	ABSENT
Ayrer, Johnson, Ramsey	None	None	None
Campbell, Stephenson			

The foregoing is a true copy of a resolution adopted by the governing body of the Township of Willingboro on Sept. 23, 2003.

MARIE ANNESE, Clerk



# TOWNSHIP OF WILLINGBORO

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

September 24, 2003

Mr. Ronald J. Ianoale McManimon & Scotland LLC One Riverfront Plaza Fourth Floor Newark, New Jersey 07102

> Re: Resolution Approving Application to Local Finance Board

Dear Mr. Ianoale:

Attached for your records and file is a copy of Resolution No. 2003 – 128 approving application to the Local Finance Board. Resolution 2003 – 128 was adopted by Willingboro Township Council at their meeting of September 23, 2003.

Sincerely,

Marie Annese, RMC

Township Clerk

/ma

Att.

## **RESOLUTION NO. 2003 – 129**

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

WHEREAS, the Willingboro Urban ReNEWal, L.L.C. (hereinafter "ReNEWal") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.09 known as the "Library Retail" property and Block 3, Lot 4.11 known as the "residential" parcel of the Town Center; and

WHEREAS, the conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board; and

WHEREAS, the development by ReNEWal, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

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

WHEREAS, ReNEWal and Willingboro Square, L.L.C., entered into a Purchase and Sale Agreement on October 2, 2002, as amended by a certain First Amendment to Purchase dated November 18, 2002, providing for the conveyance to Willingboro Square, L.L.C. of the subdivided ReNEWal site, consisting of 9.69 acres, which appears on the Township's tax map as Lot 4.11, Block 3; and

WHEREAS, on July 22, 2003, the Township and Willingboro Square, L.L.C. entered into a "Redevelopment Agreement for A 216 Unit Residential Development of Block 3, Lot 4.11 in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and Between the Township of Willingboro and Willingboro Square, L.L.C.", appointing Willingboro Square, L.L.C. as the redeveloper of Lot 4.11, Block 3; and

WHEREAS, on September 29, 2003, Willingboro Square, L.L.C. consented, by correspondence attached herewith, to ReNEWal's request to grant a mortgage on Block 3, Lot 4.11.

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

WHEREAS, ReNEWal intends to enter into a mortgage agreement with Yardville National Bank to grant a mortgage on Block 3, Lot 4.09, the "Library Retail" property and a second mortgage on Lot 4.11, to secure loans totaling \$2,000,000.00 for the purpose of providing permanent financing in relation to the Library Retain improvements, as well as other improvements of the project; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-9, the Township hereby consents to the proposed mortgage agreements between ReNEWal and Yardville National Bank, provided said mortgages are in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment Agreement between the Township and ReNEWal, and the Redevelopment Agreement between the Township of Willingboro and Willingboro Square, L.L.C.; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30<sup>th</sup> day of September, 2003, that the Township of Willingboro hereby consents to the proposed mortgage agreements between ReNEWal and Yardville National Bank, subject to and provided said agreements are in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

**BE IT FURTHER RESOLVED,** that certified copies of this Resolution be provided to Willingboro Urban ReNEWal, L.L.C. and Willingboro Square, L.L.C. for their information and attention.

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC Township Clerk

## HARRY STADLER

Attorney at Law

90 Woodbridge Center Drive - Suite 600 Woodbridge, New Jersey 07095 Woodbridge, New Jersey 07095 24-1008 (732) 750-1111 Fax: (732) 750-7951

September 29, 2003

Thomas Clark III, Esq. Cureton Caplan 950 B Chester Ave. Delran, NJ 08054

Dear Mr. Clark:

Based upon your letters of September 29, 2003, on behalf of Willingboro Square, LLC, please be advised that we consent to your mortgage refinance with Yardville National Bank and support your request to the Borough to permit same. This is based upon an overall debt amount on Lot 4.11 being a maximum of \$940,000.

I trust this letter contains the confirmation you require. By copy of this letter, I am informing Michael Armstrong of our consent.

If you have any questions, please feel free to give me a call.

Very truly yours,

Harry Stadler

cc:

Michael Armstrong, Esq. Yvonne Marcuse, Esq. Henry Stein

# RESOLUTION NO. 2003 - 139 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 10/07, 2003, that an Executive Session closed to the public shall be held on 10/07, 2003, at 7:25 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

Marie Annese, RMC Township Clerk

#### **RESOLUTION NO. 2003 – 131**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of October, 2003, that refunds be made as per the attached schedule; and

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

NATIONS OF NEW YORK – NATIONS TITLE 585 STEWART AVENUE SUITE 690 GARDEN CITY, N.Y. 11530 BLOCK 623 LOT 4 10 HASTING LANE OVERPAYMENT TAXES	\$750.41
CONGRESS TITLE CORP. 110 BARCLAY PAVILLION EAST CHERRY HILL, N.J. 08034 BLOCK 610 LOT 1 2 HASKELL LANE OVERPAYMENT TAXES	742.16
TRANSAMERICAS REAL ESTATE TAX SERVICE 58 SOUTH SERVICE ROAD SUITE 210 MELVILLE, N.Y. 11747 BLOCK 314 LOT 28 55 PENNANT LANE OVERPAYMENT TAXES	871.17
LINDA JOHNSON PO BOX 473 WILL., N.J. 08046 BLOCK 215 LOT 22 69 BALFOUR LANE OVERPAYMENT TAXES	788.89
TRILLI-STANG, KAREN & STANG, JAMES 13 SANDAL LANE BLOCK 1300 LOT 4 13 SANDAL LANE OVERPAYMENT TAXES	700.02

#### **RESOLUTION NO. 2003 - 132**

#### A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2001, 2002 and 2003:

Year	Block/Lot	Assessed To	Amount
2001	1114 / 24	Mallon, Joseph	\$ 91.25
2002	1114 / 24	Mallon, Joseph	183.25
2002 (Maint)	1114 / 24	Mallon, Joseph	366.00
2003	1114 / 24	Mallon, Joseph	197.35
2003 (Maint)	1114 / 24	Mallon, Joseph	214.00
2001	1114/25	Mallon, Joseph	456.25
2002	1114 / 25	Mallon, Joseph	916.25
2003	1114 / 25	Mallon, Joseph	986.75

WHEREAS, the governing body of the Township of Willingboro has agreed to the donation of the above properties; and

WHEREAS, the properties are therefore owned by the municipality; 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.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of October, 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, attention and compliance.

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC Township Clerk

# WILLINGBORO TOWNSHIP

## INTEROFFICE MEMO

DATE:

October 3, 2003

TO:

Denise Rose

FROM:

Joanne Diggs

SUBJECT:

Cancel Taxes

The attached resolution will cancel the taxes on Block 1114 Lots 24 and 25 that are being acquired by the Township.

C. Marie Anesse / William Tantum Crystal Bowie,

#### RESOLUTION TO CANCEL TAXES

WHEREAS, The records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2001,2002 and 2003:

Year	Block/Lot	Assessed to:	Amount
2001	1114/24	Mallon, Joseph	91.25
2002	1114/24	Mallon, Joseph	183.25 * marie, carriet, my
2002 (Maint.)	1114/24	Mallon, Joseph	366.00 Gliose Journe 197.35 lever Journe
2003	1114/24	Mallon, Joseph	197.35 ever. Four
2003 (Maint.)	1114/24	Mallon, Joseph	214.00
2001	1114/25	Mallon, Joseph	456.25
2002	1114/25	Mallon, Joseph	916.25
2003	1114/25	Mallon, Joseph	986.75

AND WHEREAS, The governing body of the Township of Willingboro has agreed to the donation of the above properties,

AND WHEREAS, The properties are therefore owned by the municipality,

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 Tov	vnship Council of the Township of
Willingboro, assembled in public session this	
2003 that the Tax Collector is hereby authorize	ed and directed to cancel the same pursuan
to N.I.S.A. 54:4-99 and 100	1

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

#### RESOLUTION NO. 2003 –133

WHEREAS the Township Council of the Township of Willingboro\_has agreed to the establishment of a Length of Service Award Program (LOSAP) Deferred Compensation Plan. This plan is to be made available to all bona fide eligible volunteers who are performing qualified services which is defined as fire fighting and prevention services, emergency medical services and ambulance services pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The establishment of this Length of Service Award Program will also comply with New Jersey Public Law 1997, Chapter 388 and the Length of Service Award Plan Document; and

WHEREAS, the Township Council of the Township of Willingboro deems it appropriate to act to ensure retention of existing Willingboro Fire Company and the Willingboro Emergency Squad members and to provide incentives for recruiting new volunteer firefighters/first aid organization members; and

WHEREAS, the Township Council of the Township of Willingboro has a Length of Service Award Plan Document that implements the Programs objectives; and

WHEREAS, certain tax benefits could accrue to eligible volunteer firefighters organization members;

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Willingboro is adopting a Length of Service Award Program Deferred Plan which is substantially similar to a Plan that has been submitted to the Internal Revenue Service for a Private Letter Ruling. The use of the Ruling is for guidance only and the Township Council of the Township of Willingboro, acknowledges that for Internal Revenue Service purposes, the Ruling of another Township Council is not to be considered precedent; and

**BE IT FURTHER RESOLVED** by the Township Council of the Township of Willingboro that, it hereby adopts a Length of Service Award Program Deferred Plan provided by the Lincoln National Life Insurance Company and Lincoln Financial Group, it's agent, Plan Identifier: 01-LOSAP-LINCOLN-101700; and

**BE IT FURTHER RESOLVED** that The Lincoln National Life Insurance Company and Lincoln Financial Group, it's agent, has agreed to be the provider for the Township of Willingboro Length of Service Award Deferred Program and it's eligible volunteers as provided for in it's Length of Service Award Plan Document, Plan Identifier: 01-LOSAP-LINCOLN-101700; and

- **BE IT FURTHER RESOLVED** that the Lincoln National Life Insurance Company and Lincoln Financial Group it's agent, will provide, for the benefit of the participants, a Multi-Fund Variable Annuity contract as its funding vehicle; and
- **BE IT FURTHER RESOLVED** that in accordance with N.J.A.C. 5:30-14.37 the Township of Willingboro solicited proposals for a Length of Service Award Program (LOSAP) and Service Agreement from three providers of LOSAP services. The Vendors responding to the request for proposals were Lincoln National Life Insurance Company and Lincoln Financial Group its agent, and VFIS. The successful vendor is Lincoln Life Insurance Company and Lincoln Financial Group, its agent. The Township reviewed both proposals of the responding companies. Lincoln National Life Insurance Company was selected because of the level of service, the financial stability of the company, features of the plan's investment options and references; and
- **BE IT FURTHER RESOLVED** that there has been no collusion, or evidence or appearance of collusion, between any local official and a representative of Lincoln National Life Insurance Company and Lincoln Financial Group, its agent, in the selection of a provider pursuant to N.J.A.C. 5:30-14.29.
- **BE IT FURTHER RESOLVED** that the Director of Finance is authorized to execute an Administrative Services Agreement with the Lincoln National Life Insurance Company and Lincoln Financial Group, its agent, Plan Identifier: 01-LOSAP-LINCOLN-101700 and such other agreements as are necessary to implement the LOSAP Deferred Program. It is implicitly understood that there is to be no cost other than the Service Award by the Township Council to the program; and
- **BE IT FURTHER RESOLVED** that the Director of Finance is authorized to serve as the "Local Plan Administrator" of the plan, represent the Township of Willingboro, and execute individual Participation Agreements between Lincoln National Life Insurance Company and Lincoln Financial Group, it's agent and bona fide eligible volunteers; and
- **BE IT FURTHER RESOLVED** that the Director of Finance is authorized to serve as the "Local Plan Administrator" of the plan, represent the Township of Willingboro, and execute individual Participation Agreements between Lincoln National Life Insurance Company and Lincoln Financial Group, it's agent and bona fide eligible volunteers; and
- **BE IT FURTHER RESOLVED** by the Township Council of the Township of Willingboro that the Township Clerk forwards a certified true copy of this resolution to the Director of Finance; and

**BE IT FURTHER RESOLVED** that the Director of Finance will submit all necessary documents to the Director of the Division of Local Government Services in the State Department of Community Affairs for approval.

Dr. Paul L. Stephenson, Mayor

Attest:

Marie Annese Township Clerk

#### CERTIFICATION

I Marie Annese, Township Clerk\_do solemnly swear that this is a true copy of a resolution duly passed by the Township Council of the Township of Willingboro at a meeting held on October 7, 2003.

Township Clerk

# RESOLUTION NO. 2003 - 135 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 10/14, 2003, that an Executive Session closed to the public shall be held on 10/14, 2003, at 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.

Paul L. Stephenson, Mayor

Marie Annese, RMC

Township Clerk

- 4) the principal amount of each maturity of the Bonds;
- 5) the interest rates on the Bonds;
- 6) the terms of redemption of the Bonds; and
- 7) any other provisions deemed advisable by the Chief Financial Officer not in conflict with the provisions hereof or of the Local Bond Law.

The Authorized Officers shall execute a certificate evidencing the determinations or other actions taken pursuant to the authority granted hereunder, and any such certificate shall be conclusive evidence of the actions or determinations of the Authorized Officer as to the matters stated therein.

- SECTION 4. <u>Determination of Average Period of Usefulness</u>. The following matters are hereby determined with respect to the Bonds:
- (A) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the Ordinances and the respective periods or average period of usefulness therein determined, is not less than 19.53 years.
- (B) The Bonds shall mature within the average period of usefulness herein determined.
- SECTION 5. <u>Redemption</u>. The Bonds shall be subject to redemption and prepayment prior to their respective maturity and principal payment date as set forth in the hereinafter defined Bond Purchase Agreement.
- SECTION 6. <u>Payment of Bonds</u>. The principal of and the interest on each Bond when due shall be payable at the principal office of the trustee for the Commission, or at such other place as directed by the Commission or any other subsequent owner of the Bonds.
- SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the Township by the manual or facsimile signatures of the Mayor and the Chief Financial Officer and the seal of the Township shall be affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Township. If any officer whose signature appears on the Bonds ceases to hold office before the delivery of the Bonds, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Bonds may bear the signature of, or may be signed by, such persons as at the actual time of the signing of such Bonds sha'l be the proper officers to sign such Bonds although at the date of such bonds such persons may not have been such officers.
- SECTION 8. Negotiability and Transfer of Bonds. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. The Township shall maintain and

248966.1 3

keep, at the principal office of the Township, books for the registration and transfer of Bonds, and upon presentation thereof for such purpose at said principal office, the Township shall register or cause to be registered therein, and permit to be transferred thereon, any bond qualified hereunder for registration or transfer, in every case subject to such reasonable regulations as it may prescribe and upon payment of a charge sufficient to reimburse the Township for any tax, fee or other governmental charge to be paid by it in connection therewith.

Each Bond shall be transferable only upon the registration books, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Township and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the Township shall execute and deliver a new Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, series, maturity and interest rate or rates as the surrendered Bond. Bonds, upon surrender thereof at the principal office of the Township, with a written instrument satisfactory to the Township, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate or rate.

SECTION 9. Ownership of Bonds. The Township may treat and consider the person in whose name any Bond shall be registered upon the books of the Township as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof or interest thereon and for all other purposes whatsoever; and payment of, or on account of, the principal or interest on such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as herein provided. All payments made, as in this Section provided, shall be valid and effectual to satisfy and discharge the liability upon the several Bonds to the extent of the sum or sums so paid.

SECTION 10. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated or destroyed, stolen or lost the Township shall execute and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond and upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost upon filing with the Township evidence satisfactory to the Township that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Township with indemnity satisfactory to it and complying with such other reasonable regulations, as the Township may prescribe and paying such expenses as the Township may incur in connection therewith.

SECTION 11. Form of Bonds. Subject to the provisions of this Resolution, the Bonds and the assignment thereon shall be, respectively, in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances and be required or permitted by this Resolution or as may be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

248966.1 4

## (Form of Bond)

\$ ,	

## UNITED STATES OF AMERICA STATE OF NEW JERSEY COUNTY OF BURLINGTON

# TOWNSHIP OF WILLINGBORO GENERAL OBLIGATION BOND, SERIES 2003

DATE OF ORIGINAL ISSUE:

Township of Willingboro, in the County of Burlington, New Jersey, (the "Township") hereby acknowledges itself indebted and for value received promises to pay to
BURLINGTON COUNTY BRIDGE COMMISSION  (the "Commission")  c/o (the "Trustee")  Account No
the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Commission at the corporate trust office of the Trustee thirty (30) days prior to each and, commencing, 2004, in an amount equal to the interest accruing to each such and This bond as to principal, when due, will be payable at the corporate trust office of the Trustee thirty (30) days prior to each principal maturity date. Upon the occurrence of an event of default by the Commission under the bond resolution adopted by the Commission (as the same may be supplemented and amended, the "Resolution") which event of default is directly attributable to a default hereunder or to a default by the Township under its Bond Purchase Agreement with the Commission relating to the Commission's purchase of this bond, or in the event of default in any payments of principal of or interest on this bond, the Trustee may by notice to the Township proceed to protect and enforce its rights and the rights of the holders of the Commission's Bonds by a suit or suits in equity or at law all as provided in the Resolution.
Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.
As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close.

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248966.1

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the General Obligation Bonds, Series 2003 referred to in a resolution of the Township adopted on November 5, 2003 and entitled "Resolution of the Township of Willingboro, in the County of Burlington, New Jersey Providing for the Issuance and Sale of the Township's \$10,562,000 General Obligation Bonds, Series 2003 Authorized by Bond Ordinances Heretofore Adopted to Finance Various General Improvements in the Township; and Providing for the Form, Maturity Date and Sale to the Burlington County Bridge Commission and Providing Other Details with Respect to Said Bonds" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The principal amount of the Bonds maturing on or before	, 20	shall not
be subject to redemption and prepayment prior to their respective maturity and date.	l principa	l payment
The principal amounts of the Bonds maturing on or aftersubject to redemption and prepayment prior to their respective maturity and pr	, 20	_ shall be
after, 20 at the option of the Township, upon the giv	ing of n	otice, the
payment of the amounts and the compliance with the requirements of the C	ommissio	on's Bond
Resolution.		

The full faith and credit of the Township are hereby irrevocably pledged for the punctual - payment of the principal of and the interest on, and all other amounts due under, this bond - according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

The Township agrees to pay all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond.

248966.1

IN WITNESS WHEREOF, the Township of Willingboro, in the County of Burlington, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

		NSIP OF WILLINGBORO, IN THE NTY OF BURLINGTON, NEW JERSEY
Attest:	Ву:	Mayor
Township Clerk (SEAL)	By:	Chief Financial Officer
(.	Assignment Pr	rovision on back of Bond)
	· · · · · · · · · · · · · · · · · · ·	Assignment
FOR VALUE RECEIVED transfers unto and Address of Assignee) the as Attorney to with full power of suf-	within bond a transfer this	(Please Print or Type Name and irrevocably appoints bond on the registration books of the
		NOTICE The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.
Dated: Signature of Guarantee:		

# Township of Willingboro, in the County of Burlington, New Jersey General Obligation Bond, Series 2003

## SCHEDULE A

Schedule of Principal and Interest Payments

Maturity Date

Principal Amount

Interest Rate

Debt Service

SECTION 12. <u>Authorization for Official Statement</u>. The Mayor, Chief Financial Officer, and Clerk of the Township, and the auditor, bond counsel and other officers, agents and employees of the Township are authorized to prepare and distribute information to the Commission with respect to the Township in connection with the sale of the Bonds in such form as may be approved by the Chief Financial Officer. The use in the Official Statement of the financial and other information relating to the Township and pertaining to the Bonds is hereby authorized. The Chief Financial Officer is hereby authorized to deem final the information concerning the Township set forth in the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Mayor, the Chief Financial Officer and the Clerk of the Township are hereby authorized and directed to approve a final official statement with respect to information relating to the Township and the Bonds, with such changes, revisions, insertions and omissions from the Preliminary Official Statement as may be approved by the Mayor or the Chief Financial Officer.

SECTION 13. <u>Pledge of Township</u>. The full faith and credit of the Township is hereby pledged for the payment of the principal of and interest on said Bonds and said Bonds shall be general obligations of the Township payable as to principal and interest from ad valorem taxes which may be assessed on the taxable property within said Township without limitation as to rate or amount.

SECTION 14. <u>Investment of Proceeds of Bonds</u>. The Township will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds; and the Township hereby imposes on itself and all officers having custody or control of the proceeds of the Bonds, throughout the term of the Bond, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the Bonds will not be or become arbitrage bonds.

SECTION 15. <u>Tax Covenants Relating to the Tax Reform Act of 1986</u>. In order to maintain the exclusion from gross income or federal income tax purposes of interest on the Bonds, and for no other purpose, the Township covenants to comply with each applicable requirement of the Code applicable to the Bonds, and the Township covenants not to take any action or fail to take any action which would cause the interest on the Bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code.

The Township covenants and agrees with the holders of the Bonds that the Township shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would cause the Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148, respectively, of the Code, or any successor provision.

SECTION 16. <u>Bonds Not Federally Guaranteed</u>. The Township covenants that it will take no action that would cause the Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

248966.1

SECTION 17: Approval of Bond Purchase Agreement. Pursuant to N.J.S.A. 40A:2-27(a)(2), the execution, delivery and performance by the Township of the Bond Purchase Agreement ("Bond Purchase Agreement") by and between the Township and the Commission relating to the sale of the Bonds, in substantially the form submitted to this meeting and retained in the permanent files of the Township, is hereby approved. The Authorized Officers of the Township are each hereby authorized to execute the Bond Purchase Agreement on behalf of the Township in substantially the form submitted to the Township.

SECTION 18. Execution of Bonds; Other Action. The proper officers of the Township are hereby authorized to execute the Bonds and to deliver the Bonds to or upon the direction of the Commission upon receipt of the purchase price thereof, and to take such other action and execute such other agreements and certificates, including a tax and non-arbitrage certificate, as may be necessary or proper to effect the issuance of said Bonds or otherwise to comply with the Local Bond Law, this Resolution, the Commission's Bond Resolution, the Bond Purchase Agreement or the Code.

SECTION 19. Severability. In case any one or more of the provisions contained in the Resolution or in the Bonds issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution or of said Bonds, and this Resolution and the Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 20. <u>Governing Law</u>. The laws of the State of New Jersey shall govern the construction of this Resolution and of the Bonds issued hereunder.

SECTION 21. Effective Date. Thus Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES: Ayrer, Johnson, Ramsey, Campbell and Stephenson

NAYES: None

Paul L. Stephenson

Mayor

Marie Annese, RMC Township Clerk

#### **CERTIFICATE**

I, Marie Annese, Clerk of the Township of Willingboro, in the County of Burlington,
State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of
a meeting of the governing body of the Township duly called and held on November 5, 2003 has
been compared by me with the original minutes as officially recorded in my office in the Minute
Book of the governing body and is a true, complete and correct copy thereof and of the whole of
the original minutes so far as they relate to the subject matters referred to in the extract.

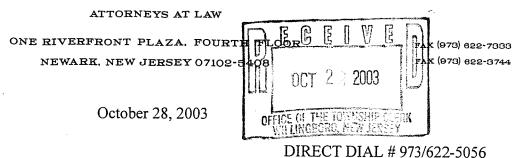
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this \_\_\_\_\_ day of November, 2003.

Marie Annese, Clerk

(SEAL)

#### McMANIMON & SCOTLAND, L.L.C.

TELEPHONE
' (973) 822-1800



Via Federal Express
Joanne G. Diggs, CFO
Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

Re: Resolution Authorizing the Sale of Bonds to the Burlington County Bridge Commission

Dear Mrs. Diggs:

I have enclosed a form of Resolution to be adopted by the Township of Willingboro at its meeting of November 5, 2003 regarding the upcoming sale of a \$10,562,000 General Obligation Bond to the Burlington County Bridge Commission. The adoption of this resolution will authorize the Township of Willingboro to participate in the upcoming pool loan of the Burlington County Bridge Commission, which is scheduled to close on December 11, 2003.

If adopted, please have the Clerk provide us with a certified copy of the resolution to me at her earliest convenience.

Sincerely yours,

RJI/sg

Ronald J. Ianoale

**Enclosures** 

cc:

Marie Annese, Clerk, w/encl. Michael Armstrong, Esq., w/encl. Stephen Ryan, C.P.A., w/encl.



### TOWNSHIP OF WILLINGBORO

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

November 11, 2003

Mr. Ronald J. Ianoale McManimon & Scotland LLC One Riverfront Plaza Fourth Floor Newark, New Jersey 07102

Re: Resolution No. 2003 - 139

Providing for Issuance and Sale of General Obligation Bonds and Providing for the form, maturity date and sale to the Burlington County Bridge Commission.

Dear Mr. Ianoale:

Attached is a certified copy of the above referenced resolution which was adopted by Willingboro Township Council at their meeting of November 5, 2003.

If you have any questions - please call. Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma

Att.

			TRANSACTION F	REPORT	_	NOV-11-200	03 TUE 12:3	1 PN
DATE ST	ART	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M	# [
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# WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

	TELEFAX COVER SHEET
TO:	LON IANORLE
COMPANY:	Mas
DATE:	11/11/63
TO FAX NO.	1-973-622-7333
DD ONE-	MARIC ALNESCENT. 620,2 PAGES //
FROM:	/ NICC 9/NOESCEXT. 620.2 PAGES //

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

	TELEFAX COVER SHEET
<b>T0:</b>	LON IANORLE
COMPANY:	M = 5
DATE:	11/11/63
TO FAX NO.	1-973-622-7333
FROM:	MARIC ALNOSCEXT. 6202 PAGES //
SUBJECT:	
•	Stard copy To Follow
FOR YOUR IN	FORMATIONPLEASE RESPOND
THANK YOU.	

SECTION 17: Approval of Bond Purchase Agreement. Pursuant to N.J.S.A. 40A:2-27(a)(2), the execution, delivery and performance by the Township of the Bond Purchase Agreement ("Bond Purchase Agreement") by and between the Township and the Commission relating to the sale of the Bonds, in substantially the form submitted to this meeting and retained in the permanent files of the Township, is hereby approved. The Authorized Officers of the Township are each hereby authorized to execute the Bond Purchase Agreement on behalf of the Township in substantially the form submitted to the Township.

SECTION 18. Execution of Bonds; Other Action. The proper officers of the Township are hereby authorized to execute the Bonds and to deliver the Bonds to or upon the direction of the Commission upon receipt of the purchase price thereof, and to take such other action and execute such other agreements and certificates, including a tax and non-arbitrage certificate, as may be necessary or proper to effect the issuance of said Bonds or otherwise to comply with the Local Bond Law, this Resolution, the Commission's Bond Resolution, the Bond Purchase Agreement or the Code.

SECTION 19. <u>Severability</u>. In case any one or more of the provisions contained in the Resolution or in the Bonds issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution or of said Bonds, and this Resolution and the Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 20. Governing Law. The laws of the State of New Jersey shall govern the construction of this Resolution and of the Bonds issued hereunder.

SECTION 21. Effective Date. Thus Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES: Ayrer, Johnson, Ramsey, Campbell and Stephenson

NAYES: None

Paul L. Stephenson

Too. part

Mayor

Marie Annese, RMC

Township Clerk

I certify this is a true copy of the original document, Resolution No. 2003 - 139, adopted by Willingboro Township

Council at their meeting of November 5, 2003.

Marie Annese, RMC

#### **RESOLUTION NO. 2003 - 140**

#### A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO WRITE OFF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later dated;

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 November, 2003, that the taxes listed on the attached schedule and made a part hereto be cancelled and could be refunded at a later date; and

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

Paul L. Stephenson,

Mayor

Attest:

Marie Annese, RMC

Township Clerk

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Disak	1.4	Tovos			ENT WRITE- O		l ot	Tayon
Block 2	Lot 11	Taxes 17.24	Block 334	Lot 3	<b>Taxes</b> 785.73	Block 601	Lot 8	Taxes 18.36
5.01	5	35.35	334	32	205.00	603	6	13.85
6	1	186.04	401	12	13.15	603	25	151.44
6	2	14.42	403	27	41.11	604	19	16.19
13	8.1	46.05	407	14	1,090.00	606	1	346.51
26	1.03	85.46	501	12	806.97	606	8	-2.46
103	1.00	670.44	503	4	58.79	608	92	87.00
113	10	21.22	503	16	133.13	608	93	628.82
117	4	34.08	505	7	51.41	608	103	15.01
119	10	816.45	506	16	127.88	608	131	54.93
120	10	249.99	508	5	140.88	608	156	25.36
122	11	19.84	509	26	26.09	609	40	51.60
124	13	353.88	510	2	10.31	609	45	9.15
130	18	683.17	510	4	748.38	612	15	100.00
206	3	40.95	510	16	307.19	612	19	183.83
210	22	306.88	512	5	34.43	613	22	46.83
213	16	710.43	513	1	14.15	613	27	40.64
214	9	98.42	515	5	23.35	614	12	253.18
215	3	600.00	515	19	19.77	617	4	15.96
215	10	281.99	517	18	43.30	618	19	4.68
216	16	318.92	517	48	490.28	619	10	4.53
218	19	335.01	520	24	19.68	619	17	12.46
231	11	76.41	523	13	30.00	620	5	15.31
233	10	827.96	523	68	477.23	620	17	250.00
235	15	416.56	523	78	25.00	625	27	33.31
241	31	581.45	524	17	18.14	626	3	20.00
243	19	647.79	524	32	774.59	626	. 4	12.01
247	8	12.07	525	18	732.05	628	13	17.84
301	4	969.21	526	10	65.07	630	26	705.97
301	19	28.87	528	11	713.72	632	7	741.41
302	24	100.59	528	25	43.50	633	9	375.00
303	31	30.27	531	1	840.00	640	11	732.33
303	34	19.82	532	14	23.14	642	6	271.15
305	54	885.78	533	6	25.98	642	34	715.76
311	4	11.56	533	7	250.00	643	11	205.93
312	40	790.51	533	22	18.71	644	6	140.99
313	19	22.47	533	25	195.22	701	5	40.63
314	28	52.85	534	11	46.69	702	2	2,507.93
314	36	22.62	535	2	17.71	703	15	832.95
314	42	820.06	535	11	25.83	703	21	11.16
315	29	273.32	535	32	39.29	706	17	23.56
316	1	30.00	537	13	108.74	707	12	14.88
317	10	36.58	537	29	21.67	707	13	16.08
317	19	100.00	537	52	782.53	708	13	12.46
318	4	531.46	539	10	56.74	708	20	18.93
318	27	25.02	539	11	17.92	708	22	852.28
323	25	5.17	539	24	19.02	712	3	243.76
323	32	653.62	539	36	719.97	712	10	820.25
325	18	27.99	541	7	42.01	713	3	63.33
329	33	14.96	541	25	49.95	713	9	144.78
332	13	150.00	541	44	835.05	713	17	781.64
332	18	770.06	544	9	701.52	714	19	885.80
332	32	616.37	544	16	40.00	715	10	12.88
333	4_	714.95	544	38.36	21.37	717	15	50.42
		16,192.58			12,969.34			13,648.60

*			OVE		ENT WRITE- OFF	=		
Block	Lot	Taxes	Block	Lot	Taxes	Block	Lot	Taxes
719	5	414.10	836	39	59.04	1020	95	250.00
720	3	100.00	837	35	401.31	1022	8	3.25
720	17	219.08	838	1	884.11	1022	15	1.00
721	4	14.44	838	8	950.00	1101	1	12.00
723	99	101.88	839	1	23.62	1101	66	29.57
724	9	3,723.20	840	1	29.27	1105	14	962.06
725	11	600.00	843	6	42.75	1106.01	9	81.36
727	2	732.77	901	60	706.56	1101	47	14.37
727	8	1,368.99	901	91	32.62	1111	43	225.00
727	31	900.00	901	124	42.92	1112	2	27.12
727	48	144.72	901	236	655.94	1112	12	37.50
732	1	26.60	902	12	32.83	1113	2	692.18
732	2	17.26	902	74	249.04	1115	3	328.29
732	13	756.71	902	79	16.30	1117	27	964.14
734	4	646.60	902	147	64.26	1119	18	16.75
801	59	737.91	902	151	627.62	1120	17	78.01
801	77	23.54	902	195	36.11	1123	9	149.81
801	78	954.24	903	23	16.25	1126	12	15.93
805	1	923.00	903	40	29.55	1129	6	117.37
805	11	793.21	904	5	3.57	1130	8	17.83
805	32	116.46	904	6	3.24	1131	9	1,025.00
805	66	94.38	904	18	13.89	1132	1	1,722.86
806	6	825.15	905	6	624.81	1132	2	212.77
807	11	1,431.64	905	10	61.29	1133	18	15.41
807	27	932.07	1001	13	25.92	1135	39	17.08
808	29	154.12	1003	23	296.59	1200	9	89.22
809	6	67.06	1003	27	1.32	1201	6	11.10
810	8	995.50	1003	32	946.77	1202	11	15.31
811	19	75.00	1003	88	20.86	1202	20	624.24
814	31	2,870.41	1003	88	12.46	1202	41	11.69
814	49	22.87	1003	94	39.17	1202	64	615.25
814	65	846.45	1003	95	128.21	1202.01	73	31.31
814	83	47.72	1003	126	35.79	1202.01	83	68.69
818	23	23.81	1005	7	722.50			
818	69	16.05	1005	8	12.49			
819	6	24.92	1006	13	200.00			
819	8	27.57	1006	14	12.85			
821	40	57.73	1006	17	281.99			
821	41	640.46	1007	31	258.15			
822	28	21.19	1008	7	180.48			
823	12	225.00	1009	14	914.55			
824	10	37.39	1009	21	100.00			
824	35	0.72	1009	101	80.34			
824	41	420.13	1010	3	59.50			
826	1	26.01	1012	10	865.23			
829	13	800.00	1015	8	150.00			
833	88	877.27	1020	25	2,002.76			
834	1	736.47	1020	39	357.67			
836	10	791.43	1020	70	19.42			
836	11_	780.92	1020	78	824.38			
		27,184.15			14,156.30			8,483.47

Total Page 2 49,823.92
Total Page 1 42,810.52
Grand Total 92,634.44

#### **RESOLUTION NO. 2003 - 141**

### A RESOLUTION AUTHORIZING THE AWARD OF BID FOR 2001 CONCRETE REPAIR PROJECTS.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for 2001 Concrete Repairs; and

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

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

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

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

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

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

### Certification Of Availability of Funds

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

Resolution Date: 11/05/03 Resolution Number: 2003-141

Vendor: PARAM033 PARAMOUNT ENTERPRISES

PO BOX 1505

BELLMAWR, NJ 08031

Contract: 03-00010 2001 CONCRETE

Account Number Amount Department

C-04-55-901-004-928 132,352.00 2001 GENERAL CAPITAL FUND

Total 132,352.00

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

Chief Financial Officer



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

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

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE, PP

November 5, 2003

Mark E. Malinowski, PE

Ms. Denise Rose, Township Manager & Members of Council

Township of Willingboro

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: Recommendation of Award

Concrete Repairs Project Willingboro Township LWR File No. 2001-39-33

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Dear Ms. Rose:

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

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

#### A. SCOPE OF WORK

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

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

The streets considered under the 2002 Expenditure are:

House No.	Street	4" S.W. Blks.	4" G.V. Blks.	6" H.C. Ramp (UT)	6" R.C. Blks.	6" Apron	6" G.V. Blks.	Curb	Comments
25	Babbitt Lane				1				
66	Berkshire Drive	6			4				
54	Eastbrook Lane	2				1			
70	Eastbrook Lane	4							Cracked.
74	Eastbrook Lane	4			3				Cracked.
4	Ebbtide Lane	8			2				Priority - S.W. dropped 4"
30	Echo Hill Lane	2	1						
65	Echo Hill Lane	3	1		1				Cracked.
67	Echo Hill Lane	1							Upheaved 2" by tree roots
107	Echo Hill Lane				3	1			Half of existing driveway broken
	Echo Lane	3	1			•			S.W. raised
	Edge Lane							32	5.11, 14,504
	Edge Lane	2						32	S.W. upheaved
	Efland Lane	1	1						4" block severely cracked
	Elmwood Lane	8	1						1 Olock Severely Gracked
	Elmwood Lane	2	1		·····			40	
	Elridge Lane	1	1		2				Cracked.
	Elsin Lane	10	1						Oracio.
	Elsin Lane	8							Tree roots cracked S.W. (tripping hazard)
	Enderly Lane	3	1				***************************************	***************************************	Cracked.
	Essex Lane	6	1						Cracked.
	Gaffney Lane	5	1						S.W. upheaved by tree
	Gallery Lane	5	1						S. W. upileaved by tree
	Gamewell Lane	1	1			1		110	
	Gardenbrook Drive	-	1		3			110	S.W. very poor condition
	Gardenbrook Lane	2	1		<u>, , , , , , , , , , , , , , , , , , , </u>			·····	Jo. W. Very poor condition
					3				S W unhavind Providen
	Garrison Circle	5			3			20	S.W. upheaved & sunken
	Gary Lane	11			2			28	Buckled Curb.
24 (	Gimble Lane	3			3				
	Goodwin Lane Corner	0							by Tree
	House @ Glenview	9							
	Goodwin Lane Goodwin Lane	2			1				S.W./drainage problem

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

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

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

#### B. BID SOLICITATION

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

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

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

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

#### C. PRICE ANALYSIS

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

#### D. RESPONSIBILITY

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

#### E. RECOMMENDATION

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

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

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Carl ASurver

Township Engineer

CAT:db

Enclosure

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

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

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

#### **RESOLUTION NO. 2003 - 142**

### A RESOLUTION FOR APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR 2004

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2004, to provide services to our senior citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of November, 2003, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

#### **RESOLUTION NO. 2003 - 143**

#### A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 1996 and 1997:

Year	Block/Lot	Assessed To	Amount
1996	609 / 17	Harrington, Charles & Carol	\$ 332.45
1997	609 / 17	Harrington, Charles & Carol	\$1,208.91

WHEREAS, the above property was in bankruptcy for the above years and the taxes for those years were paid in full by the bankruptcy trustee; and

WHEREAS, the bankruptcy plan indicates that no interest would be paid and the township collected interest as the payments were made leaving a balance on the taxes; and

WHEREAS, the owner kept all subsequent taxes current; 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.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of November, 2003, 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.

aul L. Stephenson

Mayor

Attest:

Marie Annese, RMC Township Clerk

#### **WILLINGBORO TOWNSHIP**

#### INTEROFFICE MEMO

DATE:

October 8, 2003 Nov 13, 200

TO:

Denise Rose, Township Manager

FROM:

Joanne Diggs, Director of Finance

SUBJECT:

**Resolution Cancel Taxes** 

There has been a balance on this property from 1996 and 1997. We have learned that the bankruptcy has been satisfied and the amount due Willingboro was paid in full. In this case we were not allowed to collect interest. Since we charged interest the remaining balance is in error and must be written off.

The above action does not affect our fund balance. If there are any question, please contact me.

#### RESOLUTION TO CANCEL TAXES

WHEREAS, The records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 1996 and 1997:

Year	Block/Lot	Assessed to:	Amount
1996	609/17	Harrington, Charles & Carol	332.45
1997	609/17	Harrington, Charles & Carol	1,208.91

AND WHEREAS, The above property was in bankruptcy for the above years and the taxes for those years were paid in full by the bankruptcy trustee.

AND WHEREAS, The bankruptcy plan indicates that no interest would be paid and the township collected interest as the payments were made leaving a balance on the taxes.

AND WHEREAS, The owner kept all subsequent taxes current.

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	p Council of the Township of	
Willingboro, assembled in public session this	day of	
2003 that the Tax Collector is hereby authorized and	d directed to cancel the same r	oursuant
to N.J.S.A. 54:4-99 and 100.	<u>r</u>	

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

#### RESOLUTION NO. 2003 - 144

#### 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	904 / 24	Osteen, Charles & Shirley	\$ 65.97
2003	904 / 24	Osteen, Charles & Shirley	\$ 71.05
2002	121 / 1	Soto, William & Jacquelyn	\$234.56
2003	121 / 1	Soto, William & Jacquelyn	\$252.61

WHEREAS, an added assessments were placed on the above properties 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 25<sup>th</sup> day of November, 2003, 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.

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC Township Clerk

#### **WILLINGBORO TOWNSHIP**

#### INTEROFFICE MEMO

DATE:

No V 20, October 8, 2003

TO:

Denise Rose, Township Manager

FROM:

Joanne Diggs, Director of Finance

SUBJECT:

**Resolution Cancel Taxes** 



The attached resolution is to cancel taxes due to an assessment error. Please see memo from Tax Assessor attached.

C. Marie Anesee

#### RESOLUTION TO CANCEL TAXES

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

Year	Block/Lot	Assessed to:	Amount
2002	904/24	Osteen, Charles & Shirley	65.97
2003	904/24	Osteen, Charles & Shirley	71.05
2002	121/1	Soto, William and Jacquelyn	234.56
2003	121/1	Soto, William and Jacquelyn	252.61

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.

### **MEMO**

TO: Anna Leale, Tax Collector

FROM: William R. Tantum, Assessor

DATE: October 29, 2003

RE: Block: 904, Lot: 24, 10 Ridgewood Place

Osteen, Charles & Shirley

This memo is to advise you that an error was made in the entering of an added assessment for Block: 904, Lot: 24 (10 Ridgewood Place). There shouldn't be a 2003 Added Assessment for Windows to that property. The added assessment should have been applied to Block: 904, Lot: 74.

Please delete the added assessment from Block: 904 Lot: 24.

65.97 2002 71.05 2003

CC: Shirley Ann Osteen

Dove 9-03

### **MEMO**

TO: Anna Leale, Tax Collector

FROM: William R. Tantum, Assessor

DATE: October 29, 2003

RE: Block: 121, Lot: 1, 23 Stirrup Lane

This memo is to advise you that an error was made in the entering of an added assessment for Block: 121, Lot: 1 (23 Stirrup Lane). There shouldn't be a 2003 Added Assessment for Windows / Kitchen to that property. The added assessment was for Block:117, Lot: 11.

Please delete the added assessment from Block: 121 Lot: 1.

CC: William & Jacquelyn Soto

2002 234.56 2003 252.61

Durg-03

#### **RESOLUTION NO. 2003 – 145**

#### 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 paid in error, overpayments, taxes paid to wrong account, 100% exempt and added assessment.

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 25<sup>th</sup> day of November, 2003 that refunds be made as per the attached schedule; and

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC Township Clerk

MAYA HORTON 184 ROCKLAND DRIVE BLOCK 901 LOT 231 184 ROCKLAND DRIVE PAID IN ERROR	\$737.96
EDNA MICHELLE HILL 25 EMBER LANE BLOCK 837 LOT 24 25 EMBER LANE OVERPAYMENT TAXES	625.13
ROMAGNIA HILL 28 PLACID LANE BLOCK 316 LOT 9 28 PLACID LANE OVERPAYMENT TAXES	13.93
TAX REDEMPTION BLOCK 123 LOT 20 18 SOMERSET DRIVE OVERPAYMENT TAXES	182.32
TAX REDEMPTION BLOCK 412 LOT 53 39 SOUTH KENNEDY WAY WRONG ACCOUNT	608.18
GMAC MTG. 3451 HAMMOND AVE. WATERLOO, IA 50702 BLOCK 528 LOT 19 64 MELVILLE LANE 100% EXEMPT	772.91
FEDERATION TITLE 1913 GREENTREE RD. SUITE D CHERRY HILL, N.J. 08103 BLOCK 1202.01 LOT 87 55 FAIRMOUNT DRIVE ADDED ASSESSMENT	289.76

ř.

. \* \*

FIRST AMERICAN TAX REAL ESTATE 95 METHODIST HILL DR. ROCHESTER, NY 14623 BLOCK 131 LOT 18	790.30 901.83
235 SOMERSET DRIVE OVERPAYMENT TAXES FLORENCE C. BAILEY PO BOX 3113	271.95
WILLINGBORO, N.J. 08046 BLOCK 508 LOT 1 2 MOSSHILL LANE OVERPAYMENT TAXES	
SERVICELINK 400 CORPORATSON DR. ATTN: ADAM DONNELLY ALIQUIPPA, PA. 15001 BLOCK 810	995.50
LOT 8 19 ESSEX LANE OVERPAYMENT TAXES	
LAWRENCE COLEMAN 17 GARFIELD DR. BLOCK 727 LOT 3 17 GARFIELD DR. OVERPAYMENT TAXES	1429.00

#### **RESOLUTION NO. 2003 - 146**

### A RESOLUTION AUTHORIZING RETURN OF ESCROW BALANCE

WHEREAS, Three B Associates filed an application with the Willingboro Township Planning Board in August 2003 and posted the required fees; and

WHEREAS, Three B Associates decided to withdraw their application; and has requested that the escrow money be refunded; and

WHEREAS, no professional review bills have been or will be submitted as per the sign off of all professionals; and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 25<sup>h</sup> day of November, 2003, that the escrow money deposited (\$1,500.00) be refunded to the applicant as requested.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer and to the Planning Board for their information and attention.

Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC

Township Clerk



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

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

VIA FACSIMILE 609-835-0782

November 10, 2003

1.010111001117, 201

Mark E. Matumocski, PE

lettery S. Relder, PF [PP

Robert William PER List Pr

Raymond L. Wornell, H. P.E. & L.S. P.P. C. St.

John II Augustian Stephen L. Berger

Certal II: Defeticis In C.L.A. PR. AICP

Sarry 6 Dirkin

Carl V. houses 25

Paris k | Panis PP Gordon L. Lenhor (S

Edwin R. Robbe, 18

Curbachan Serbi, Ph

Cony Zube, LS

Consultante

C Remeth Anderson, Pr & 18 pp

Padip C. Di Martino, CPRP

Ms. Edith Baldwin, Planning Board Secretary Willingboro Township Municipal Complex One Salem Road Willingboro, NJ 08046

RE: Three B Associates
Block 15, Lots 1, 2 & 3
Proposed Nursery
Withdrawal of Application

LWR File No. 2003-39-86

Dear Ms. Baldwin:

A review of my files for this application indicate that no charges were made by l ord, Worrell & Richter, Inc. for this project. In that they are withdrawing their application. I recommend that after the Planning Board Engineer and Solicitor's fees are satisfied, that all remaining escrow funds be released to the applicant.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Willingboro Township Engineer

and A'S wow

CAT:db

Denise Rose, Township Manager
 K. Wendell Bibbs, PF
 Uri Taenzer, Esq.

36/3/39 860.III SCAPSBALDWIN-RELEASERSCROW-NIO DERI (BB)

11/11/03 '09:40:56

### TOWNSHIP OF WILLINGBORO Project Transaction Audit Trail

Page No: 1

Range of Accounts: THREE B to THREE B Selected Status: Active * Denotes Transaction is Included in Opening Balance Transaction Start Date: 01/01/03 End Date: 12/31/03 ** Denotes Transaction is Not Included in Balance					
-	scription e Trans Details	Developer	Trans Amt	Begin Balance Project Balance	User
THREE B TH	REE B ASSOCIATES Deposit	Three B Associates Meth: beginning balance	1,500.00	0.00 1,500.00	EDITH
08/31/03	Municipal Interest	Reference 192 1 Meth: * A.D.B. < 5000 Int Reference 239 86	1.07	** 1,500.00	BL
09/30/03	Municipal Interest	Meth: * A.D.B. < 5000 Int Reference 258 89	1.49	** 1,500.00	BL

Subject: Three B Associates From: Wendell\_Bibbs@rve.com

Date: Tue, 11 Nov 2003 10:16:08 -0500

To: ebaldwin@twp.willingboro.nj.us

As per our conversation, please be advised that our office has no prior, current, or future invoices associated with the above captioned Planning Board application.

Accordingly, the applicants escrow balance, with regard to our office, can be released.

K. Wendell Bibbs, PE, CME
Remington & Vernick Engineers, Inc.
Transportation & Bridge Division
232 Kings Highway East
Haddonfield, NJ 08033
Phone: (856) 795-9595
Fax: (856) 216-9942

Email: wbibbs@rve.com



Subject: Three B Associates--Big D Marina From: Uri H Taenzer <taenzeru@juno.com> Date: Tue, 11 Nov 2003 11:49:45 -0500

To: ebaldwin@twp.willingboro.nj.us

Dear Edith:

Per your request, this will confirm that inasmuch as this application has been withdrawn, I will not be submitting a bill in connection with this matter.

Best regards.

Ilri

Uri Hugo Taenzer, Esq.
Taenzer, Ettenson, Stockton & Aberant, p.c.
123 N. Church Street, Moorestown, NJ 08057
Phone: (856) 235-1234, Fax (856)235-1911



#### RESOLUTION NO. 2003 - 147 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.

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.

Paul L. Stephenson, Mayor

AFFEST:

Marie Annese, RMC Township Clerk

#### RESOLUTION NO. 2003 - 148

#### A RESOLUTION TO CANCEL TAXES

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

YearBlock/LotAssessed ToAmount20035177Ellis, Troy\$ 528.90

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 2<sup>nd</sup> day of December, 2003, 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.

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC Township Clerk

## WILLINGBORO TOWNSHIP INTEROFFICE MEMO

DATE:

November 26, 2003

TO:

Denise Rose, Township Manager

FROM:

Joanne Diggs, Director of Finance

**SUBJECT:** 

**Resolution Cancel Taxes** 

The attached resolution is to cancel taxes due to an assessment error. Please see memo from Tax Assessor attached.

C. Marie Anesee

#### RESOLUTION TO CANCEL TAXES

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

Year Block/Lot Assessed to: Amount 2003 517/7 Ellis, Troy \$ 528.90

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.

nuds Resolution

### **MEMO**

TO: Joanne Diggs, Finance Director

FROM: William R. Tantum, Assessor

DATE: October 29, 2003

RE: Block: 517, Lot: 7, 20 Marblestone Lane

This memo is to advise you that a clerical error in entering the added assessment in 2002 resulted in an assessment for 2003 to be in error.

An added assessment for windows was entered 7/6/02 8/8/02 and 1/15/03. Only one entry should have been made when in fact there were two(2) entries in 2002 and (1) in 2003.

Therefore, a resolution is necessary to correct this error as follows.

Current Assessment in the Book-2003:

Corrected Assessment-2003:

Land

17,000

17,000

Improvement 86,600

73,200

Total

103,600

90,200

I have made the correction for the Tax Year 2004.

Cc: Troy D. Ellis

2003 \_ 5 R 8.90 Wong, Wing Chin

## RESOLUTION NO. 2003 - / 49 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 12, 2003, that an Executive Session closed to the public shall be held on 2003, at 720P.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.

Paul L. Stephenson, Mayor

Marie Annese, RMC

Township Clerk

#### RESOLUTION NO.2003 - 150

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY RATIFYING AND CONFIRMING THE ISSUANCE AND SALE OF THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES 2003 AND PROVIDING OTHER DETAILS WITH RESPECT TO SAID BONDS.

WHEREAS, the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey (the "Township"), has previously adopted Bond Ordinance Nos. 3-2000, 1-2000, 2-2001 and 2-2002 (collectively, the "Ordinances"), authorizing bonds and bond anticipation notes to finance and refinance a portion of the cost of the construction and reconstruction of various capital improvements in said Township; and

WHEREAS, the Township is desirous of permanently financing certain outstanding bond anticipation notes of the Township and raising other funds for the purpose of financing certain purposes or improvements described in the Ordinances and has determined that it is in the best interests of the Township to participate in a pooled financing offered by the Burlington County Bridge Commission (the "Commission") pursuant to a bond resolution of the Commission adopted on November 12, 2003 (the "Commission's Bond Resolution"), whereby the Commission will make loans to certain governmental units, including the Township (the "Loan"); and

WHEREAS, to evidence the Loan, the Commission requires the Township to authorize, execute, attest, sell and deliver its general obligation bonds to the Commission pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law") and pursuant to the terms and conditions of a bond purchase agreement with the Commission; and

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale by the Township of its general obligation bonds to the Commission, without any public offering, under the terms and conditions set forth herein; and

WHEREAS, on November 5, 2003, the Township adopted Resolution No. [4] (the "Authorizing Resolution") (a) authorizing the issuance and sale to the Commission of the Township's General Obligation Bonds, Series 2003 in an aggregate principal amount not to exceed \$10,562,000 (the "Bonds") to evidence the Township's Loan to the Commission and (b) delegating to the Authorized Officers the power to determine the terms of the sale of the Bonds to the Commission subject to the parameters set forth in the Authorizing Resolution, and to execute a Bond Purchase Agreement with the Commission; and

WHEREAS, the Township desires to hereby ratify and confirm the terms of the sale of Bonds to the Commission and to make certain related determinations in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. Pursuant to the Authorizing Resolution, the issuance and sale of the Bonds to the Commission is hereby authorized, approved, ratified and confirmed. Of the \$10,562,000 aggregate principal amount of Bonds authorized by the Authorizing Resolution, only \$10,039,000 aggregate principal amount thereof shall be issued pursuant to the Ordinances, as follows:

Ordinance <u>Number</u>	Amount of Bonds Authorized	Period of <u>Usefulness</u>	Bonds to Be Issued
1-2000	\$1,695,385	14.87	\$1,611,425
3-2000	11,999,900	20.00	5,112,329
2-2001	2,925,918	18.16	2,781,018
2-2002	13,496,900	20.00	534,228
	TOTALS	18.67 (average)	\$10,039,000

SECTION 2. The Bonds shall be dated the date of delivery thereof to the Commission and shall mature on November 1 in the years and in the respective principal amounts and bear interest (computed on the basis of a 360 day year consisting of twelve 30 day months) at the rates set forth below:

<u>Year</u>	<u>Principal</u>	Interest Rate	<u>Year</u>	<b>Principal</b>	Interest Rate
2006	\$10,000	2.000%	2015	\$810,000	5.000%
2007	10,000	3.000	2016	850,000	5.000
2008	20,000	2.500	2017	893,000	5.000
2009	20,000	4.500	2018	937,000	5.000
2010	20,000	4.500	2019	984,000	5.000
2011	20,000	3.500	2020	1,034,000	5.000
2012	700,000	5.000	2021	1,085,000	5.000
2013	735,000	5.000	2022	1,140,000	4.375
2014	771,000	5.000			

Interest on the Bonds shall be payable on May 1 and November 1, of each year, commencing May 1, 2004, until maturity or earlier prepayment.

The purchase price for the Bonds shall be as set forth in the Bond Purchase Agreement between the Township and is hereby approved.

SECTION 3. A. The Bonds maturing on or prior to November 1, 2013 shall not be subject to redemption and prepayment prior to their respective maturity dates.

B. The Bonds maturing on or after November 1, 2013 shall be subject to redemption and prepayment prior to their respective maturity dates, on or after November 1, 2013 at the option of the Township, at par, upon the giving of notice, the payment of the amounts and compliance with the requirements of the Commission Bond Resolution.

SECTION 4. The Bonds are sold to the Commission in accordance with *N.J.S.A.* 40a:2-27(a)(2) of the Local Bond Law and the terms and conditions set forth in the Bond Purchase Agreement and executed by an Authorized Officer. The final terms of the sale of the Bonds to the Commission as set forth in the Bond Purchase Agreement are hereby ratified and confirmed.

SECTION 5. All actions heretofore taken and documents prepared or executed by or on behalf of the Township by the Mayor, the Township Administrator, the Chief Financial Officer, or the Clerk of the Township, in accordance with the provisions of the Authorizing Resolution and in connection with the authorization, issuance, sale and delivery of the Bonds are hereby ratified, confirmed, approved and adopted in all respects.

SECTION 6. The Mayor, the Township Administrator, the Chief Financial Officer and the Clerk of the Township are each hereby authorized to determine all matters and execute all documents and instruments in connection with the issuance, sale and delivery of the Bonds (including Commission closing documents) not determined or otherwise directed to be executed by applicable law, including the Local Bond Law, the Authorizing Resolution, the Ordinances, or by this or any subsequent resolution, and the signatures of the Mayor, the Township Administrator, the Chief Financial Officer or the Clerk of the Township on such documents or instruments shall be conclusive as to such determinations.

SECTION 7. All resolutions, or parts thereof, inconsistent herewith or with the Authorizing Resolution are hereby rescinded and repealed to the extent of any such inconsistency.

SECTION 8. This Resolution shall take effect immediately upon adoption hereof.

Paul L. Stephenson

Mayor

Attest:

Edith Baldwin

Deputy Township Clerk

Subject: Burlington County bridge Commission Resolution

From: LSandbank@mandslaw.com Date: Wed, 3 Dec 2003 11:30:24 -0500

To: mannese@twp.willingboro.nj.us

Marie,

\*8.2 \* 1. Ja &

Attached to be adopted at the Township Council's next meeting on December 9th (if not sooner), please find a confirming resolution with respect to the Burlington County Bridge Commission Pool Loan. Once adopted, please fax a copy of the executed resolution to my attention at 973-622-7333. As you may be aware, we are closing on this transaction December 10th and need to have the resolution with the other closing documents at that time. If you have any questions concerning the attached please do not hesitate to give me a call. Thank you.

Leah Sandbank McManimon & Scotland Phone: 973-622-5035 Fax: 973-622-7333

Marie,

Attached to be adopted at the Township Council's next meeting on December 9th (if not sooner), please find a confirming resolution with respect to the Burlington County Bridge Commission Pool Loan. Once adopted, please fax a copy of the executed resolution to my attention at 973-622-7333. As you may be aware, we are closing on this transaction December 10th and need to have the resolution with the other closing documents at that time. If you have any questions concerning the attached please do not hesitate to give me a call. Thank you.

Leah Sandbank McManimon & Scotland Phone: 973-622-5035 Fax: 973-622-7333

IMPORTANT	MESSAGE
Time_Date / /	Taken By
12/3/03 9.30	14m Spie
For mar	ie'
From Lah Da	ndbank
mc manenon	14 Scotland
Telephone (973) 622.	- 5035
☐ Telephoned	Please call
☐ Wants to see you	☐ Will call again
☐ Returned your call	□ URGENT
☐ Was here to see you	
He. Burl.	Qo.
Bridge	Camp
ost-it* telephone message pad 7662	

#### **RESOLUTION NO. 2003-151**

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and

WHEREAS, there are other 2003 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that that have unexpended balances to those accounts which have insufficient balances;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of December, 2003 that the following transfers be made:

FROM:			Explanation
20-100 Advisory Commission	OE	6,000	Remaining in Budget
21-180 Planning Board	OE	5,000	
21-190 Zoning Board	OE	2,500	
23-210 Liability Ins	OE	51,700	Transfer from SDI account
25-265 Fire Dept	OE	7,255	
26-305 Garbage and Trash Cont	OE	10,000	Remainder due to Fines
27-350 Office on Aging	OE	4,000	
20-150 Tax Assessment	sw	30,000	
26-290 Streets and Roads	SW	39,300	
26-310 Building and Grounds	sw	45,000	
27-340 Animal Control	SW	110,000	From Dog Account
27-350 Office on Aging	SW	30,000	
28-370 Recreation	SW	60,000	
T-4-1 F			
Total From		400,75	55
TO:			
20-135 Audit Service	OE	17,000	
22-195 Code Inspections	OE	10,000	
23-210 Insurance Buyback	OE	19,780	
23-220 Group Health Insurance	OE	108,000	Rate increased
23-225 Unemployment Ins	OE	16,800	
31-435 Street Lighting	OE	59,200	Rate increases
31-446 Natural Gas	OE	41,000	Rate increases
31-460 Gasoline, Diesel& Oil	OE	25,050	Rate increases
36-470 PERS & PFRS	OE	6,575	
20-100 Manager	sw	8,050	
20-120 Clerk	Sw	5,300	
22-195 Housing Inspector	sw	5,000	
25-240 Police	sw	60,000	
25-265 Fire	sw	6,000	
26-290 Public Works	sw	2,000	
43-490 Court	SW	11,000	

**Total To:** 400,755

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

ATTEST:

Edith Baldwin Deputy Clerk

Dr. Paul Stephenson

#### **RESOLUTION NO. 2003 -152**

#### A RESOLUTION AWARDING PRINTING BID FOR 2004.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2004 Printing Bid; 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 bids of Phillips Halpern Inc., B. P. Services, Good Impressions, OCS Printing and Graphic Data.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of December, 2003, that the bids be accepted as per the attached bid return sheet; and

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

Paul L. Stephenson

Mayor

Attest:

Edith Baldwin

Deputy Township Clerk

Continuation of Res. No. 2003 – 152, Award of Printing Bid for 2004

Phillips-Halpern, Inc. Minuteman Press/Halpern Graphics 1509 Route 38 Hainesport, N.J. 08036 609-261-1024

Awarded Item No. 2, 3, 16, 23, 33, 37, 38, 40, 42, 48, 50, 51, 53, 63, 67, 72, 74, 75, 78, 79, 80, 99, 107, 109 and 110.

B. P. Services, Inc.

P. O. Box 497

198-B Market Street

Elmwood Park, N. J. 07407

201-797-6033

Awarded Item No. 1, 6, 7, 8, 9, 10, 11, 17, 19, 20, 21, 26, 27, 28, 29, 39, 44, 47, 49, 60, 62, 64 (tie), 66, 68 (tie), 84, 87, 88, 89, 93, 96, 97, 102, 104, 114, 115, 116, 118, 125 (tie), 126, 129 and 132.

Good Impressions 13 East Scott Street Box 409, Riverside, N.J. 08076 856-461-3232

Awarded Item No. 4, 5, 12, 13, 14, 18, 22, 25, 30, 34, 36, 54, 57 (tie), 58, 59, 64 (tie), 82, 90, 91, 92, 95, 98, 105, 106, 108, 112, 113, 117, 119, 120, 121, 122, 123, 124, 125 (tie) and 134.

OCS Printing, Inc. 1045 Asbury Avenue Ocean City, N.J. 08226 609-398-7290

Awarded Item No. 31, 32, 35, 41, 43, 45, 46, 52, 55, 56, 57 (tie), 61, 65, 68 (tie), 69, 70, 71, 73, 76, 77, 81, 83, 85, 86, 94, 100, 101, 103, 111, 127, 128, 130, 131 and 133.

Graphic Data 2 Manhattan Drive Burlington, N.J. 08016 609-386-1200 Awarded Item No. 15

No bid awarded for item number 24.

SAMPLES OF ITEMS FOR BID ARE AVAILABLE AT THE OFFICE OF THE TOWNSHIP CLERK, QUANTITIES LISTED ARE APPROXIMATE AND NOT GUARANTEED. FLEASE BEAR THAT IN MIND WHEN YOU ARE SUBMITTING YOUR BID. FLEASE BID PER 100 OR PER 1000 QUANTITIES SHOWN ARE FOR YEAR - NOT NECESSARILY ORDERED AT ONE TIME.

BIDS ARE TO BE MADE ON THE SAMPLES PROVIDED AS TO PAPER QUALITY, COLOR, NCR, ETC. ANY MODIFICATIONS TO THE SAMPLES PROVIDED ARE TO BE NOTED. NO THE FORM. IF NO MODIFICATIONS ARE NOTED, THE ASSUMPTION IS CONTRACT FROM DECEMBER 2003 TO DECEMBER 31, 2004. PHILLIPS-HALPERN

GRAPHIC DATA	PER 100 OR 1000	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	284.23/1000 4 pg. 2,286.00 6 pg. 3,695.00 8 pg. 3,850.00
SOO	PER 100 OR 1000 RID PRICE	N/B.	38.00/M	42.00/M	48.00/M	30.00/M	N/B	62.00/M	22.50/M	22.50/M	20.00/M	75.00/M	62.00/M	90.00/ENV.ONLY	N/B	NIB
GOOD	D PER 100 OR 1000 BID PRICE	109.00/H.D.	40.00/M	50.00/M	31.00/M	13.50/M	420.00/M	65.00/M	22.00/M	23.00/M	23.00/M	M/00.68	52.00/M	77.00/M	4.25/HD	4 pg. 2,875.00 6 pg. 3,578.00 8 pg. 4,210.00
B.P. SERVICES	PER 100 OR 1000 BID PRICE	17.00/M	N/B	N/B	N/B	N/B	7.90/M	52.00/M	19.00/M	19.00/M	17.00/M	64.00	N/B	\$ 96.00	N/B	N/B
PHILLIPS- HALPERN	PER 100 OR 1000 BID PRICE	N/B	32.50/M	34.50/M	32.00/M	14.00/M	N/B	55.00/M	19.75/M	19.75/M	19.00/M	N/B	N/B	84.00/M	290.00/H	N/B
	APPROXIMATE QUANTITIES	100 Pads	1,000	1,000	10,000	2,500	1,000	40,000	40,000	10,000	30,000	1,000	4,000	1,000	200	13,000 ·
	GENERAL ITEMS:	Request Form	Business Cards (Gen except Police)	Business Cards (Gold Seal, Mgr. Dep. Mgr. & Council)	Letterhead Bone/Buff (8 1/2X11) Gold Seal	Letterhead Bone/Buff (2nd Sheet 8 1/2X11)	Memo Pads 5 1/2X8 1/2 (50 to pad)	Envelope #10 (Cream/Cambric Writing)	Window Envelope (Do Not Forward #10)	Window Envelope #10 (General)	Envelope #10 (White)	Employment Status Form, 3 color, NCR	Self-Adhesive Mailing Label 5 1/2 x 3"	New Resident Info. Packet Eñvelope (White) 10 x 13	Township Resident Book (Separated by a colored sheet of paper)	Willingboro Newsletter (As per the attached Sample)
	GENE	₽	7)	3)	4	2)	(9	5	8	6	10)	11)	12)	13)	14)	15)

Ltem #15 Awarded as per Gail Fountaine

GRAPHIC DATA PER 100 OR 1000 <u>BID PRICE</u>	B	8	8	8	8	B	m	<b>m</b>	m			3				
OCS GR PER 100 OR 1000 PE BID PRICE BI	48.00/LOT N/B	N/B N/B	N/B N/B	48.00/LOT N/B	52.00/LOT N/B	82.00/M N/B	95.00/LOT N/B	196.00 N/B	N/B N/B	45.00/M N/B	46.00/M N/B	58.00/LOT N/B	86.00/LOT N/B	48.00/LOT N/B	46.00/LOT N/B	78.00/BK N/B
NOIS	48			48	52.	801	95.	1		4	46	58.	86.	48.	46.	<u>78</u>
GOOD IMPRESSION: PER 100 OR 1000 BID PRICE	57.00/HD	27.00/HD	(27.00/HD)	8.00/HD	8.00/HD	84.00/M	(15.00/HD)	92.00/M	N/B	43.00/M	41.00/M	8.00/HD	46.00/HD	19.00/HD	38.00/HD	89.00/BK
RN B.P. SVCS. PER 100 OR 1000 BID PRICE	N/B	( 40.00/LOT	N/B	26.00/LOT	26.00/LOT	<u>70.00/LOT</u>	N/B	N/B	N/B	N/B	34.00/M	\$ 38.00	30.00/LOT	30.00/LOT	N/B	N/B
PHILLIPS-HALPERN PER 100 OR 1000 BID PRICE	44.00/H	N/B	N/B	N/B	N/B	N/B	N/B	91.00/M	N/B	44.50/M	N/B	N/B	34.45/LOT	N/B	N/B	N/B
APPROXIMATE QUANTITIES	100	500	200	200	500	1,000	500	200	4,000	10,000	5,000	200	100	200	100	2Bks.
TOWNSHIP CLERK'S OFFICE:	Solicitor/Peddler License	Application for Raffle License	Application for Bingo License	Findings & Determinations	Bingo & Raffle License	Municipal Improvement Search	Certificate (Buff & Blue w/township seal 8 1/2/X11")	Dog Licenses, 3 color, 3 part, NCR (Numbered & Perforated 3 parts per page)	Dog Tags & Links	Dog Infor Hangers for Dog Census	Dog Information Brochure	Oath of Office	Certificate of Marriage	Proclamation Form	Taxi Operator - Green Card (2 sided)	Taxi Cab License, Numbered Books of 50 (bound & perforated at stub)
TOWNS	16)	17)	18)	19)	20)	21)	22)	23)	24)	25)	26)	27)	28)	29)	30)	31)

OCS GRAPHIC DATA PER 100 OR 1000 PER 100 OR 1000 RID PRICE BID BRICE	الا	92.00PER BK. N/B	N/B N/B	PER 100 OR 1000 PER 100 OR 1000	(135.00/M) N/B	85.00/LOT N/B		70.00/M N/B	61.00/M N/B	48.00/LOT N/R		135.00/M N/B
B.P. SVCS. GOOD IMPRESSION: PER 100 OR 1000 BID PRICE BID PRICE	$\vee$	N/B 89.00/BK	(37.00/HD)	PER 100 OR 1000 PER 100 OR 1000 PE BID PRICE BID PRICE		₹ <b>8</b>	B 141.00/M	B 85.00/M	52.00/M 71.00/M	25.00/HD		B 113.00/M
APPROXIMATE PHILLIP-HALPERN B. QUANTITIES BID PRICE BI	2Bks. <u>N/B</u> <u>N/</u>	88.00/BK	00 N/B N/B	PER 100 OR 1000 <u>BID PRICE</u>	N/B	N/B N/B	100 (44.25/M) N/B	100 (44.25 <u>IM</u> ) NIB	X0.00/M	00 (41.50/M) NIB	00 99.00/M	00 85.00/M N/B
APPROY	Food Establishment License, Numbered Books of 50 (Bound & Perforated at stub)	Vending License 14 1/2X5 1/2, Numbered Books of 50 (Bound & Perforated at stub)	Minute Paper, 8 1/2X11, Cream, 3 Rectangle Shaped Holes 500	APPROXIMATE GINANCE DEPARTMENT:	Payment Receipts - In Books of 50 = 100 Books (Numbered, 4 page NCR)	Tax Payment Envelope - 6 1/2 X 4"-Brown-2 Sided	Birth Registration Certificate - 8 1/2X11" 4,000 (Numbered)	Birth Registration Certificate - 8 1/2X 5 1/2 4,000 (Numbered)	Registrar Envelope for Certificate - 6 X 9" 3,000	Marriage Registration Cértificates - Numbered 300	Payment Voucher, White/Yellow - Numbered - NRC 2,500 8 1/2X 11", Black Ink	Purchase Orders, White/Pink/Green-8 1/2X11 with 5,000 Township Logo-3 part individual sets unattached
	32)	33)	34)	FINANC	35)	36)	37)	38)	36)	40)	41)	42)

INSPEC	INSPECTIONS DEPARTMENT:	APPROXIMATE QUANTITIES	PHILLIPS-HALPERN PER 100 OR 1000 BID PRICE	B.P.SVCS. PER 100 OR 1000 BID PRICE	GOOD IMPRESSION: PER 100 OR 1000 BID PRICE	OCS PER 100 OR 1000 BID PRICE	GRAPHIC DATA PER 100 OR 1000 BID PRICE
43)	Notice of Violation (s) 3 page, NCR/ 3 Color (2 sided)	500	N/B	90.00/LOT	15.00/HD	(68.00/LOT	N/B
44)	Window Envelope #12	1,000	75.00/M	64.00/LOT	127.00/HD	65.00	N/B
45)	Inspection Dept. Receipt, 3 page/NCR, Numbered	1,000	N/B	80.00/LOT	121.00/M	( 72.00	N/B
46)	Courtesy Notice, 2 page/NCR/25 per pad	1,000	N/B	36.00/M	151.00/M	30.00/M	N/B
47)	Fence Permit, 2 page/NCR, Numbered	200	N/B	64.00/LOT	14.00/HD	68.00/LOT	N/B
48)	Property Maintenance Violation/3 page/NCR 8 1/2x11"	1,000	M/00.86	N/B	115.00/M	120.00	N/B
49)	Cross File Cards	3,000	N/B	19.00/M	30.00/M	25.00/M	N/B
20)	Artisan License	200	34.50/LOT	N/B	27.00/HD	39.00/LOT	N/B
51)	Door Knob Notice	200	45.00/LOT	N/B	13.00/HD	74,00/LOT	N/B
52)	Grass Door Knob Notice	2,000	57.75/M	N/B	67.00/M	( 48.00/M	N/B
53)	Sign Permit, with Township Seal, 2 page/NCR/Numbered	200	(43.00/LOT	68.00/LOT	39.00/HD	54.00/LOT	N/B
54)	Building Dept. Permit Notice	200	N/B	40.00/LOT	6.50/HD	45.00/LOT	N/B
55)	Zoning Permit, 3 page/NCR/Numbered/with Twp. Seal 6 1/2x 8 1/2"	200	53.50/LOT	N/B	73.00/HD	38.00/LOT	N/B
26)	Grass Notice, 2 page/NCR (25 to a pad)	80 Pads	N/B	N/B	129.00/LOT	120.00/LOT	N/B
57)	Notice of Property Maintenance Order (8 1/2 X 11", white & Red)	300	N/B	N/B	20.00/HD	60.00/LOT	N/B
58)	Thank You Notes & Envelopes	500	N/B	N/B	67.00/HD	N/B	N/B

	INSPECTIONS DEPARTMENT CONF.	APPROXIMATE	PHILLIPS-HALPERN B.P. SVCS. PER 100 OR 1000 PER 100 OR	RN B.P. SVCS. PER 100 OR 1000	GOOD IMPRESSION: PER 100 OR 1000	OCS PER 100 OR 1000	GRAPHIC DATA PER 100 OR 1000
	טבר או ווויבוז ו כסוון מ.	GUANIIIES	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
29)	Maxium Permitted Occupancy-(Grey/Black)) - Card Stock	20	N/B	30.00/LOT	22.00/HD	45.00/LOT	N/B
(09	Grass Notice Post Card	200	N/B	38.00/LOT	24.00/HD	62.00/LOT	N/B
61)	Fire Inspection Receipt	250	N/B	54.00/LOT	29,00/HD	52.00/LOT	N/B
62)	Notice of Violation & Order/Notice of Order of Penalty (3 page/3 color/NCR with Twp. Seal)	500	N/B	69.00/LOT	73.00/HD	76.00/LOT	N/B
(63)	Inspection Sticker, 4X4", Yellow with Black Ink/Crack/Peel	500	45.00/LOT	N/B	15.00/HD	75.00/LOT	N/B
64)	Inspection Certificate, (Grey/Black)-Card Stock-8 1/2X11	200	N/B	(40.00/LOT	20.00/HD	45.00/LOT	N/B
(29)	Uniform Inspection Report/6 - 2 page/NCR/2 color/8 1/2X11	2,000	320.00/LOT	52.00/M	760.00/M	(240.00/LOT)	N/B
(99	Violation Sticker Notice - Peel Off - Orange - 8 1/2X5 1/2"	200	N/B	90.00/LOT	18.50/HD	110.00/LOT	N/B
(29	Certificate of Rental Inspection - 8 1/2X6 1/2" (2 Page White & Yellow NCR )	200	11.00/H	60.00/LOT	12.00/HD	65.00/LOT	N/B
(89)	Recurring Violation - 3 page/NCR/ 3 Color (2 sided)	20	N/B	(60.00/LOT	74.00/LOT	60.00/LOT	N/B
(69)	Order to Pay Penalty (3 Page/ NCR/ 3 Color) - 2 sided	100	N/B	65.00/LOT	88.00/HD	60.00/LOT	N/B
(02	Variance Request - 2 sided	50	N/B	N/B	85.00/HD	50.00/LOT	N/B
71)	Punitive Closing Order (3 Page/ NCR/ 3 Color) - 2 sided	25	N/B	N/B	74.00/LOT	60.00/LOT	N/B
72)	Notice - Door Knob (White/Black)	200	49.00/LOT	N/B	140.00/HD	75.00/LOT	N/B

<u>TA</u> 0000							0001						
GRAPHIC DATA PER 100 OR 1000 BIDPRICE	N/B	N/B	N/B	N/B	N/B	N/B	PER 100 OR 1000	N/B	N/B	N/B	N/B	N/B	N/B
OCS PER 100 OR 1000 BID PRICE	75.00/LOT	45.00/LOT	45.00/LOT	40.00/LOT	45.00/LOT	45.00/LOT	PER 100 OR 1000	85.00/LOT	85.00/LOT	75.00/LOT	65.00/LOT	( 75.00/LOT	60.00/LOT
GOOD IMPRESSION: 0 PER 100 OR 1000 BID PRICE	145.00/HD	145.00/HD	145.00/HD	72.00/LOT	145.00/HD	120.00/HD		152.00/M	87.00/M	M/00'66	47.00/LOT	152.00/M	53.00/PAD
N B.P. SVCS. PER 100 OR 1000 BID PRICE	90.00/LOT	N/B	N/B	N/B	N/B	48.00/LOT	PER 100 OR 1000	N/B	N/B	N/B	N/B	N/B	(40.00/LOT
PHILLIPS-HALPERN PER 100 OR 1000 BID PRICE	N/B	41.00/LOT	41.00/LOT	41.00/LOT	82.00/LOT	(41.00/LOT	PER 100 OR 1000 BID DDICE	49.00/M	56.00/M	N/B	N/B	N/B	N/B
APPROXIMATE QUANTITIES	500	100	100	50	100	100	APPROXIMATE	1,000	1,000	1,000	500	1,000	15 Pads
INSPECTIONS DEPARTMENT Con't.	Fire Code Violation (3 Page/ NCR/ 3 Color) - 2 sided	Inspection Report (3 Page/ NCR/ 3 Color)	Application for Permit (3 Page/ NCR/ 3 Color)	Request for Time Extention (3 Page/ NCR/ 3 Color)	Notice of Immient Hazard (3 Page/ NCR/ 3 Color) - 2 sided	Fire Safety Permit (3 Page/ NCR/ 3 Color) - 8 1/2X 5 1/2"	FIRE DEPARTMENT:	Envelope white, Gold & Blue Logo 9 1/2 X 4"	Letterhead, White, Gold & Blue Logo 8 1/2 X 11" Blue Border	Letterhead, (Linen)Beigé- (Maroon/Black ink) - 8 1/2X11" (Maroon color border)	Letterhead, (Linen) Beige - 8 1/2X11" (Maroon color border) Second sheet	Envelope -Beige (Maroon/Black ink) 9 1/2X4"	Pads (Black) 5 1/2X8 1/2" - 50 per pad
	73)	74)	75)	76)	(77	78)		(62	80)	81)	82)	83)	84)

GRAPHIC DATA PER 100 OR 1000 BID PRICE			PER 100 OR 1000 <u>BID PRICE</u>	8	8	8							
OCS PER 100 OR 1000 PE BID PRICE BIC	38.00/LOT N/B	48.00/LOT N/B	PER 100 OR 1000 PE BID PRICE BIL	160.00/M N/B	90.00/M N/B	65.00/M N/B	N/B N/B	N/B N/B	N/B N/B	90.00/M M/B	72.00/M N/B	145.00/LOT N/B	75.00/M N/B
GOOD IMPRESSION: PER 100 OR 1000 BID PRICE	61.00/LOT	M/00.69	PER 100 OR 10000 PER 100 OR 1000 BID PRICE	186.00/M	87.00/M	102.00/M	2,050,00/LOT	2,050.00/LOT	842.00/LOT	87.00/M	295.00/M	120.00/M	104.00/M
ERN B.P. SCVS D PER 100 OR 1000 BID PRICE	N/B	N/B		155.00/M	80.00/LOT	62.00/LOT	N/B	N/B	N/B	(80.00/LOT	118.00/LOT	N/B	<u> 73.00/LOT</u>
PHILLIPS-HALPERN PER 100 OR 1000 BID PRICE	N/B	N/B	PER 100 OR 1000 BID PRICE	N/B	86.00/M	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
APPROXIMATE QUANTITIES	200	1,000	APPROXIMATE QUANTITIES	2,000	1,000	1,000	500 Bks.	500 Bks	200 Bks.	1,000	1,000	1,000	1,000
FIRE DEPARTMENT: Con't.	Business Cards (white) blue/gold ink	Business Cards (Beige) black/gold ink	MUNICIPAL COURT:	Notice to Appear ( 5 pages/5 color/NCR)	Subpoena to Testify (3 page/ 3 color/ NCR)	Order - Payment of Fines & Costs (Crimmal) (2 page/ 2 color / NCR)	Non-Indictable Summons (10 per book) x 500 books	Traffic Summons (10 per book) X 500 books	Receipt Books (25 per book) X 200 books (Numbered)	Notice to Officer (3 page/ 3 color/ NCR)	Bail Recognizance	Affidavit of Income & Assets (2 sided with a reset)	Order-Payment of Fines & Cost (Traffic) (2 page/ 2 color/ NCR)
	85)	86)		87)	88)	(68	(06	91)	92)	93)	94)	95)	(96

GRAPHIC DATA PER 100 OR 1000 BID PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
OCS PER 100 OR 1000 BID PRICE	62.00/M	N/B	115.00/M	(138.00/M)	(67.00/M)	98.00/M	85.00/LOT	105.00/M	N/B	75.00/LOT	54.00/M	N/B	70.00/M	35.00/M
GOOD IMPRESSION: 00 PER 100 OR 1000 BID PRICE	38.00/M	72.00/M	124.00/M	189.00/M	78.00/M	123.00/M	160.00/M	123.00/M	527.00/LOT	13.00/HD	47.00/M	450.00/LOT	68.00/M	41.00/M
ERN B.P. SVCS.  10 PER 100 OR 1000  BID PRICE	30.00/LOT	N/B	N/B	N/B	118.00/LOT	80.00/LOT	90.00/LOT	88.00/LOT	N/B	N/B	N/B	N/B	N/B	N/B
PHILLIPS-HALPERN B.P. SVCS. PER 100 OR 1000 PER 100 OI BID PRICE	N/B	N/B	M/00.96	N/B	N/B	96.00/M	N/B	96.00/M	N/B	N/B	38.00/M	N/B	58.00/M	22.50/M
APPROXIMATE QUANTITIES	1,000	1,000	1,000	1,000	1,000	1,000	200	1,000	20 Books	900	000'9	5 Pads	2,500	2,500
MUNICIPAL COURT Con't.	Affidavit of defense (Traffic)	Court Letterhead (Erasable Bond)	Notice in Lieu of Complaint (3 page/ 3 color/ NCR)	Intoxicated Driver Penalty Provisions (4 page/ 4 color/ NCR)	Notice to Defendant Following Conviction (2 page/ 2 color/ NCR)	Rescinding Order (3 page/ 3 color/ NCR)	Mediation Agreement (4 page/ 4 color/ NCR)	Commitment (3 page/ 3 color/ NCR)	Program Registration Form, 3 page/3 color/NCR/Numbered	Surrey Bus Pass, 2 1/2X4 1/2" (Blue/Blk Ink/Numbered in Red	Door Hanger - White (heavy stock) (Dark Green - 11X4 1/2"	Pool Tag Registration, 3 page/3 color/NCR, Numbered (100 per pad)	Letterhead-First page, Buff/Cream, Gold Seal, 8 1/2X11" Bond paper	Letterhead- half sheet, 8 1/2X5 1/2", Buff/Cream Bond Paper
	97)	98)	(66	100)	101)	102)	103)	104)	105)	106)	107)	108)	109)	110)

GRAPHIC DATA PER 100 OR 1000 BID PRICE						PER 100 OR 1000	BID RPICE							
	N/B	N/B	N/B	N/B	N/B			NB	N/B	N/B	N/B	N/B	N/B	N/B
OCS PER 100 OR 1000 BID PRICE	110.00/M	N/B	95.00/M	25.00/M	1.50PER PAD	PER 100 OR 1000	BID PRICE	75.00/M	31.00/M	105.00/M	110.00/M	110.00/M	M/00.69	90.00/M
GOOD IMPRESSION: PER 100 OR 1000 BID PRICE	309.00/M	1,875.00/LOT	29.00/M	56.00/M	190.00/LOT	0 PER 100 OR 1000		525.00/M	28.00/M	81.00/M	M/00.96	16.00/HD	63.00/M	<u>W/00.99</u>
B.P. SVCS.  PER 100 0R 1000  BID PRICE	N/B	N/B	N/B	24.00/M	55.00/LOT	) PER 100 OR 1000	BID PRICE	54.00/M	N/B	74.00/M	N/B.	N/B	N/B	N/B
PHILLIPS-HALPERN PER 100 OR 1000 BID PRICE	133.00/M	N/B	N/B	N/B	N/B	PER 100 OR 1000	BID PRICE	N/B	N/B	N/B	M/00.76	N/B	N/B	N/B
APPROXIMATE QUANTITIES	2,500	7,500	2,000	2,000	50 Pads	APPROXIMATE	QUANTITIES	5,000	2,000	3,000	2,000	200	2,000	1,000
RECREATION/PUBLIC WORKS DEPARTMENT Con't	Rubbish Notice, Neon Orange, Perforated, Crack Peel (Numbered)	Program Registration Brochures, 11x17", Glossy Paper	Envelope - (cream w/gold twp. seal) 9 1/2 x 4 1/4"	Envelope - (white w/ black township seal) 9 1/2 x 4 1/4"	Towhship Memo (white) 5 1/2 x 8 1/2"		POLICE DEPARTMENT:	Warning Notice, 2 page/2 color/NCR/Numbered (Cardboard backing between last set & covering (for stability)-/Perforated top)	Miranda Warning	Vehicle Repair Tag	Tow Sticker	Certification of Registration (2 sided, perforated in two parts)	Crime Watch Letterhead (2 sided Blue Ink)	Calibration Certification
	111)	112)	113)	114)	115)		POLIC	116)	117)	118)	119)	120)	121)	122)

	-												
GRAPHIC DATA	PER 100 OR 1000 BID PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
soo	PER 100 OR 1000 BID PRICE	N/B	N/B	75.00/LOT	88.00/M	92.00/LOT	48.00/M	35.00/M	1.10PER PAD	24.00/M	95.00/M	65.00/M	95.00/M
GOOD IMPRESSION:	0 PER 100 OR 1000 BID PRICE	245.00/HD	245.00/HD	14.00/HD	82.00/M	N/B	65.00/M	65.00/M	144.00/HD	73.00/M	115.00/M	404.00/HD	( 87.00/M
RN B.P. SVCS/	PER 100 OR 1000 BID PRICE	N/B	N/B	<u>70.00/LOT</u>	64.00/LOT	116.00/LOT	N/B	34.00/LOT	N/B	N/B	80.00/ LOT	80.00/M	N/B
PHILLIPS-HALPERN B.P. SVCS/	PER 100 OR 1000 BID PRICE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	APPROXIMATE QUANTITIES	400	400	200	1,000	1,000	1,000	1,000	100	5,000	1,000	2,500	1,000
	POLICE DEPARTMENT Con't.	Operation Identification (Home)	Operation Identification 9 (Vehicle)	Curfew Ordinance Violation Custody Card (3 page/3 color/NCR	Neighborhood Watch Brochure	Violation Notice, 3 page/2color with carbons, Last page hard copy (20 sets per pads)	Business Cards (Dir. Capt. & Lt.) with Gold Seal/Badge	Business Cards (All other Police) Black Seal/Badge	Property Check Notice, 2 page/2 color/NCR 25 sets per pad	Incident Business Card - White, Blk Ink/Badge	Vehicle Report - 3 pages, White/Yellow/Pink NCR - Sealed at Top	Consent to Search (NCR - 2 page- White/Yellow, Perforated at top/ cardboard backing between last set/and covering {for stability}}	Letterhead - (white/blue w/ gold seal) 8 1/2 x 11"
		123)	124)	125)	126)	127)	128)	129)	130)	131)	132)	133)	134)

2004 PRINTING BID

**BID RETURN SHEET** 

BIDS OPENED BY: EDITH BALDWIN - NOVEMBER 24 2003

Bid Requirements:  1. Bid Guarantee  2. Disclosure Statement	PHILLIPS-HALPERN C/CK	B.P. SERVICES  CICK  X	GOOD IMPRESSIONS  C/CK  X	SOO	GRAPHIC DATA C/CK X
<ol> <li>Non-collusion Affidavit</li> <li>Affirmative Action Affidavit</li> <li>Employment Eligibility (EIF)</li> <li>Bid Certification</li> </ol>	X X X X	× × × ×	IXIXIXI	1×1×1×1×	( X X X X

cc: Mayor, Council & Twp. Mgr.

#### **RESOLUTION NO. 2003 – 153**

#### EMERGENCY APPROPRIATION – LESS THAN 3 PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of Electricity and Landfill bills and no adequate provision was made in the 2003 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$252,500.00 and three percent of the total operating appropriations in the budget for 2003 is \$743,357.00, and

WHEREAS, the foregoing appropriation, together with prior appropriations, does not exceed three percent of the total current operating appropriations (including utility operating appropriations) in the budget for 2003;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 9th day of December, 2003, in accordance with N.J.S. 40A:4-48:

- (1) An emergency appropriation be and the same is hereby made for Electricity 31-430 in the amount of \$60,000.00 and Landfill 32-465 in the amount of \$192,500.
- (2) That said emergency appropriation shall be provided for in full in the 2004 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

Röll Call: Councilman Ayrer Yes

Councilwoman Johnson Yes Councilman Ramsey Yes

Dep. Mayor Campbell Yes

Mayor Stephenson Yes

dith Baldwen

Paul L. Stephenson

Mayor

Attest:

Edith Baldwin Deputy Clerk

#### **WILLINGBORO TOWNSHIP**

#### **INTEROFFICE MEMO**

DATE:

December 8, 2003

TO:

Denise Rose, Township Manager

FROM:

Joanne Diggs, Director of Finance

SUBJECT:

Budget Transfers and Emergency Resolution

The attached resolutions for budget transfers and emergency appropriations are needed to get us through the 2003 budget year. All of our utility bills increased substantially due to the raising cost of fuel, natural gas and electricity. We also experienced a significant increase in land fill cost.

We were able to cover the projected deficits in street lighting, natural gas and gasoline with budget transfers. We therefore need an emergency resolution for \$252, 500 to cover the deficits in electricity and landfill costs.

If you have any question, contact me.

						Expended/	
				Expended 2002	Budgeted 2003	Projected 2003	Deficit 2003
31-430	Electricity	OE	60,000	162,215.62	165,000.00	225,001.91	-60,001.91
32-465	Landfill Cost	OE _	192,500	915,000.00	920,000.00	1,112,500.00	192,500.00
			252,500	1,077,215.62	1,085,000.00	1,337,501.91	- 252,501.91



### TOWNSHIP OF WILLINGBORO

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

December 10, 2003

Director
Division of Local Government Services
P. O. Box 803
Trenton, New Jersey 08625

Dear Sir/Madam:

Attached for your information and review are two (2) certified copies of Resolution No. 2003 – 153, Emergency Appropriation – Less Than 3 Percent Total Operating Appropriations, adopted by Willingboro Township Council at their meeting of December 9, 2003.

Sincerely,

Marie Annese, RMC Township Clerk

/ma Att.

#### STATE OF NEW JERSEY

#### DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL GOVERNMENT SERVICES TRENTON, N.J.

#### EMERGENCY APPLICATION – N.J.S.A. 40A:4-46

Permission is hereby granted to the Township of Willingboro in the County of Burlington under the provisions of N.J.S.A. 40A:4-46 to exclude from the 'CAP' the following emergency appropriation in the amount of \$ 252,000.00 for the purpose of:

Electricity

\$ 60,000.00

Landfill

\$192,500.00

The resolution authorizing the emergency appropriation was adopted at the meeting of the governing body on December 9, 2003 and a certified copy was filed with the Division on December 16, 2003.

Approved for:

Division of Local Government Services Joseph P. Monzo, Acting Director

Christine M. Zapicchi, Chief

Bureau of Financial Regulation and Assistance

Date: December 22, 2003

To: Marie Annese, Municipal Clerk

Township of Willingboro

Salem Road

Willingboro, New Jersey 08046

CC: Chief Financial Officer

JAN - 5 2004

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#### **RESOLUTION NO. 2003 – 153**

## EMERGENCY APPROPRIATION – LESS THAN 3 \* PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of Electricity and Landfill bills and no adequate provision was made in the 2003 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$252,500.00 and three percent of the total operating appropriations in the budget for 2003 is \$743,357.00, and

WHEREAS, the foregoing appropriation, together with prior appropriations, does not exceed three percent of the total current operating appropriations (including utility operating appropriations) in the budget for 2003;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 9th day of December, 2003, in accordance with N.J.S. 40A:4-48:

- (1) An emergency appropriation be and the same is hereby made for Electricity 31-430 in the amount of \$60,000.00 and Landfill 32-465 in the amount of \$192,500.
- (2) That said emergency appropriation shall be provided for in full in the 2004 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

Paul L. Stephenson

Mayor

THE WARD WITH COPY OF RESOLUTION ADOPTED

Attest:

or While GROND TWP. COUNCIL ON ...

TOWNSHIP CLERK

Edith Baldwin Deputy Clerk



## TOWNSHIP OF WILLINGBORO

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

December 23, 2003

Ms. Kathy Shadow Division of Local Government Services P. O. Box 803 Trenton, New Jersey 08625

Dear Kathy:

Attached for your information and review are two (2) certified copies of Resolution No. 2003 – 153, Emergency Appropriation – Less Than 3 Percent Total Operating Appropriations, along with the recorded vote.

Also attached is the Chief Financial Officers certification.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC Township Clerk

/ma

Att.

#### **RESOLUTION NO. 2003 – 153**

#### **EMERGENCY APPROPRIATION – LESS THAN 3** PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of Electricity and Landfill bills and no adequate provision was made in the 2003 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$252,500.00 and three percent of the total operating appropriations in the budget for 2003 is \$743,357.00, and

WHEREAS, the foregoing appropriation, together with prior appropriations, does not exceed three percent of the total current operating appropriations (including utility operating appropriations) in the budget for 2003;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 9th day of December, 2003, in accordance with N.J.S. 40A:4-48:

- (1) An emergency appropriation be and the same is hereby made for Electricity 31-430 in the amount of \$60,000.00 and Landfill 32-465 in the amount of \$192,500.
- (2) That said emergency appropriation shall be provided for in full in the 2004 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

Röll Call: Councilman Ayrer

Yes

Councilwoman Johnson

Yes

Councilman Ramsey

Yes

Dep. Mayor Campbell Mayor Stephenson

Yes

Yes

Paul L. Stephenson

Mayor

Attest:

JEOMED A THIS COPY OF RESOLUTION ADOPTED

Edith Baldwin

Deputy Clerk

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## CERTIFICATION FOR EMERGENCY APPROPRIATION FORM CHIEF FINANCIAL OFFICER

Purpose of	f emergency	appropriati	-	inds are proximat	needed for land tely \$23,000 pe	dfill cost for re r week and f	emaining 4 v or Decembe	veeks of 200 r electricity	D3 bil
Documenta	ation:	All of our u	tility bills i	increase We also	d substantially experienced a	die to the inc significant in	reased cost crease in lar	of fuel, natund fill cost.	าเร
		31-430 32-465	Electricit	•	Expended 2002 162,215.62 915,000.00	Budgeted 2003 165,000.00 920,000.00	Expended/ Projected 2003 225,001.91 1,112,500.00	Emergency Request 60,000.00 192,500.00	
			Total	:	1,077,215.62	1,085,000.00	1,337,501.91	252,500.00	
Date of occ	currence:	December,	2003		****				
	contracts because because the contracts appropriately appr		or purcha		rs placed in cor	nnection with			
Have any p		een made in No	connection	on with th	nis emergency				
If costs are be advertis	in excess o	of \$17,500.0 N/A	0 for eithe	er labor c	or materials , or	both will bids	5		
	resolutions the advertise				xigency to exist N/A	which will			
Will work b	e performed	by contract	t, force ac	count of	otherwise? _	No			
Signed:	Spoans	ne sh	Dig	<del>yey</del>					
Title:	Director of I	Finance							
Date:	December 9	9,2003			***************************************				

<b>ж</b> Ж Ж	. <b>ሉ</b> ሉሉሉሉሉሉ	**************************************	*****	**************************************		*****	*****************	****** P. 01	**** * *
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¥	DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP *
* * *	DEC-23	03:58 PM 04:00 PM	9847388	1′51″ 1′17″	2	SEND SEND	COM. E-0 OK	641 641	**************************************
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# WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046 Phone No. (609) 877-2200 Fax No. (609) 835-0782

#### TELEFAX COVER SHEET

<b>T</b> 0:	KATHY SHAdow
COMPANY:	Local Gov. Services
DATE:	12/23/03
TO FAX NO.	609-984-7388
FROM:	MARIE ANNESCEXT. 6202 PAGES 3

#### **RESOLUTION NO. 2003 – 154**

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

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to, overpayments, veteran deduction, 100% exempt, and senior citizen deduction; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of December, 2003 that refunds be made as per the attached schedule; and

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

Paul L. Stephenson

Mayor

Attest:

Edith Baldwin Deputy Clerk

Baldwer

WACHOVIA CUST FOR PLYM PK TAX SERV. PO BOX 2288 MOORISTOWN, N.J. 07962 BLOCK 208 LOT 39 9 BUTTERCUP LANE OVERPAYMENT TAXES	\$3529.84
FIRST AMERICAN REAL ESTATE TAX SERV. 95 MTHODIST HILL DR. SUITE 100 ROCHESTER, NY 14623 BLOCK 305.01 LOT 14 5 PADDOCK LANE OVERPAYMENT TAXES	1583.29
PEEPLES, OSCAR & LYNETTE 4 EDDINGTON LANE BLOCK 813 LOT 11 4 EDDINGTON LANE OVERPAYMENT TAXES	1123.85
JACKSON, GARY & JOSSELYNE 48 GRAMERCY LANE BLOCK 721 LOT 19 48 GRAMERCY LANE VETERAN DEDUCTION	125.00
FIDELITY NATIONAL TITLE INS. 110 BARCLAY PAVILLION EAST CHERRY HILL, N.J. 08034 BLOCK 333 LOT 15 50 PERENNIAL LANE OVERPAYMENT TAXES	630.06
COUNTRYWIDE ATTN: TAX DEPT – SV24 PO BOX 10211 VAN NUYS, CA. 91410 BLOCK 623 LOT 7 18 HASTING LANE 100% EXEMPT	1742.48

SURETY TITLE 3 GREENTREE CENTER SUITE 201 MARLTON, N.J. 08053 BLOCK 403 LOT 22 57 WINDSOR LANE OVERPAYMENT TAXES	55.80
JACK MULDER 130 MAGNOLIA LANE MOORESTOWN, N.J. 08057 BLOCK 801 LOT 67 6 ELMWOOD COURT OVERPAYMENT TAXES	881.07
WELLS FARGO REAL ESTATE MACX2509-02C UNIT 9393 405 SW 5 <sup>TH</sup> ST. DES MOINES, IA 50309-9736 BLOCK 1003 LOT 132 31 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1256.32
WILLIAM & RUTH WILLIAMS 48 EDGE LANE BLOCK 840 LOT 6 48 EDGE LANE SENIOR CITIZEN DEDUCTION	250.00
ETTA COUSER 23 ENDERLY LANE BLOCK 814 LOT 66 23 ENDERLY LANE SENIOR CITIZEN DEDUCTION	250.00
GEORGE GAREY 44 MERCATOR LANE BLOCK 539 LOT 13 44 MERCATOR LANE VETERAN DEDUCTION	250.00

## RESOLUTION NO. 2003 - 155 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 . 12/9, 2003, that an Executive Session closed to the public shall be held on \_/2/9, 2003, at <u>8:40</u> 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.

Paul L. Stephenson, Mayor

ATTEST:

Edith Baldwin Deputy Clerk

#### **RESOLUTION NO. 2003 – 156**

WHEREAS, Willingboro Township Council, by Resolution No. 2002 -120 awarded a bid to **American Asphalt, Inc. for Reconstruction of Salem Road,** Section I, Section II and Section III (Phase I = \$50,966.50 and Phase 2 = \$412,835.00) for a total bid award of \$463,801.50; and

WHEREAS, previous Change Orders have been submitted and approved (CO No. 1 for Phase 1 – reduction of \$4,670.00; CO No. 2 for Phase 2 – increase of \$9,792.00 and CO No. 3 for Phase 2 – an increase of \$7,637.50 and CO No. 3 for Phase 2 – an increase of \$3,925.00) which increased the total contract from \$476,561.00 to \$480,486.00; and

WHEREAS, the Engineer has submitted paperwork for Payment Certification and a Final Change Order for Phase 2 (representing an increase of \$12,110.00 and a decrease of \$60,313.28 as per the attached) for as adjusted total contract of \$432,282.72; and

WHEREAS, the adjusted total contract of \$432,282.72 represents an adjusted amount of contract \$385,986.22 for Phase 2 (Section 1, 2 and 3); 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, that a copy of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.

Paul L. Stephenson

Mayor

Attest:

Edith Baldwin Deputy Clerk



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

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE, PP

December 4, 2003

RE:

DEC 8 2003

OFFICE OF THE TWP MANAGER
WILLINGSORO, NEW JERSEY

Mark E. Malinowski, PE

Ms. Denise Rose, Township Manager Willingboro Municipal Building 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

Dear Ms. Rose:

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

This letter is to certify that American Asphalt Company, Inc, 116 Main Street, West Collingswood Heights, NJ 08059, has completed the above referenced contract. We are certifying that payment be made in the amount of

Salem Road Reconstruction

LWR File No. 2000-39-34

Final Payment and Final Change Order

Willingboro Township

Seven Thousand Seven Hundred and Nineteen Dollars and 72/100-- (\$7,719.72)

This is in accordance with the enclosed Payment Certification and Change Order. Also included is the Maintenance Bond. This Change Order represents a \$60,000 return to the Township.

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

and A Juner

CAT: JPA:db

Enclosures

cc: American Asphalt Company, Inc.

John P. Augustino, LWR Director of Inspections

F:\2003USR\2000-39-34\MISC\PAYCERT-FINAL-N26.DOC

American Asphalt Inc. – Reconstruction of Salem Road – Section 1, 2 and 3 Phase 1 = \$50,966.50 & Phase 2 = \$412,835.00. Total Contract \$463,801.50

Included in breakdown – Res. 2002, 120 Res. 2002, 144 Res. 2002,159 Res. 2003, 28 Res. 2003, 86 & Res. 2003,

	Phase 1			Phase 2, 3 &	4	<b>Total Contract</b>
Reduction	\$ 50,966.50 4,670.00			\$412,835.00		\$ 463,801.50
Complete at	\$ 46,296.50					\$ 459,131.50
			Increase	9,792.00 \$422,627.00		\$ 468,923.50
			Increase	7,637.50 \$430,264.50		\$ 476,561.00
		-	Increase	3,925.00 \$434,189.50		\$480,486.00
			Increase	12,110.00 \$446,299.50		\$ 492,596.00
		]	Decrease <sub>-</sub>	- 60,313.28 \$385,986.22		\$432,282.72
5	\$ 46,296.50	+		\$385,986.22	=	\$432,282.72

/ma

Resolutions / Calculation

to Council on first Monday of following month.

### WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY COUNTY OF BURLINGTON

American Asphalt Company, Inc.

Pay To:

\2003USR\2000-39-34\MISC\YOUCHER-FINAL-N26.DOC

	Address:	116 Main Street, West Co	lling	swood Heights	s. N.I 08059	<del></del>
<u> </u>	Ordered b		Terr			_
DATE OF DELIVERY OR SERVICE	DESCRIPTIO	ON OF GOODS OR SERVICE RENDERED,	ITEMIZ	ZE FULLY	AMOUNT	TOTAL
,	For the comple	tion of work performed at	the			
	Salem Road Re					
	FINAL ESTIMAT	E NO. 7 & FINAL CHANGE	ORE	DER		
		Total Amount Earned:	\$	385,986.22		
	Less	Amount Previously Paid:	\$	374,420.00		
		Less 0% Retainage:	\$	0.00		
		Amount Due:	\$	7,719.72		
		LWR File	No.	2000-39-34		\$7,719.72
l solemnly declare and d ated therein; that no bonus erein stated is justly due ar	has been -to-	LAIMANT'S CERTIFICATION AND w that the within bill is correct in all its pa d by any person or persons with the kno- ount charged is a reasonable one.	DEC Irticul: wledg	CLARATION ars; that the articles e of this claimant in	having been furnished	or services rendered a
I further certify that, as a J less than (5) employees (Check eit	in employer with [X] more the hold in the	than 5 emptoyees			I That	A L
Action Program with the Tre	ny Employer and have file easurer's Office of the Sta	d with required Affirmative te of New Jersey.	(	Sy	Signature	
	icu. Salu centication hain	aterial and supplies have been g based on signed delivery slips	Signal	ture Can	2A Jun	
processor.					lingboro Township	Engineer
. ACCOUNT CH	AKGED	INVOICES CHECKED AND VERIFIED	ŀ	The	above claim was appro	oved and ordered
		Approved for Payment		(Dat	Paid	Clerk
`.		Township Manager		Check	No Vou	icher No.



651 High Street Burlington, NJ 08016

			CHANGE ORDER	R NO(FINAL)_
Contract	or American Asphalt Company, Inc.	Date	December 4, 2003	
Address	116 Main Street	Project No.	2000-39-34	
	West Collingswood Heights, NJ 08059		Salem Road Sections 1,	2, 3
			Willingboro Township	
Gentlem	en:			
	dance with the provisions of the specifications for the quantities or in the case of supplementary work you			following changes in the
Locatior	and reason for changes, reflects as-built quantities	<u>EXTRA</u>		
	<b>Description</b> Concrete Curb	Quantity 692 LF	Unit Price \$ 17.50 Total:	Amount \$12,110.00 \$12,110.00
	<u> 1</u>	REDUCTION	i otai.	\$12,110.00
3 1 1 6 6 6 7 6 8 1 9 1 1 1 1 1	Existing Roadway Excavation Dense Graded Aggregate, 6" Thick Milling 0"- 3" 5" R.C. Drive Aprons 5" R.C. Handicap Ramps Hot Mix Asphalt Base, Mix I-2, 5" Thick Hot Mix Asphalt Surface, Mix I-5, 2" Thick Manhole Casting Adjustments Gas Valve Adjustments	426 CY 749.5 CY 60 SY 57.6 SY 11.1 SY 1,444.3 SY 1,204.3 SY 7 UT 8 UT	\$ 21.00 \$ 33.00 \$ 10.00 \$ 50.00 \$ 50.00 \$ 9.65 \$ 4.95 \$ 300.00 \$ 75.00	\$ 8,946.00 \$ 24,733.50 \$ 600.00 \$ 2,880.00 \$ 555.00 \$ 13,937.50 \$ 5,961.28 \$ 2,100.00 \$ 600.00 \$ 60,313.28
Amou	nt of Original Contract \$412,835.00	Can	engineer Engineer	$\frac{12/5/03}{\text{Date}}$
	red amount of Contract due to us Change Orders	W	illingboro Township  Municipality	
Supple	emental			
Extra.	\$ 12,110.00	_ Oar	Mayor Mayor	/2-10-0 3 Date
Reduc	tion	Ameri	can Asphalt Company, Inc	<u>.                                    </u>
Adjust	ed Amount of Contract \$ 385,986.22	By:	Contractor  Muley  Signed	12/5/03 Date

-0.065 %

Change in Contract....\_\_\_\_\_\_\_



651 High Street Burlington, NJ 08016

					CHANGE ORDI	ER NO. (FINAL)
Contrac	ctor <u>America</u>	n Asphalt Company	, Inc.	Date	December 4, 2003	
Addres	s <u>116 Mai</u>	n Street		Project No.	2000-39-34	
	West Co	llingswood Heights,	NJ 08059		Salem Road Sections 1	, 2, 3
C1					Willingboro Township	
Gentler	nen:					
COMME	e quantities of m	rovisions of the spec the case of suppleme changes, reflects as-	entary work you	e above project, you a agree to its performa	are hereby advised of the nce at the prices stated.	e following changes in the
		<b>0</b> ,	<b></b>	EXTRA		
<b>No.</b> 5	Description Concrete Curb		1.	Quantity 692 LF	Unit Price \$ 17.50	Amount \$12,110.00
			<u>1</u>	REDUCTION	Total:	\$12,110.00
3 4 6 7 8 9 11	Milling 0"- 3" 6" R.C. Drive A 6" R.C. Handic Hot Mix Aspha	Aggregate, 6" Thic Aprons ap Ramps It Base, Mix I-2, 5 It Surface, Mix I-5 ng Adjustments	" Thick	426 CY 749.5 CY 60 SY 57.6 SY 11.1 SY 1,444.3 SY 1,204.3 SY 7 UT 8 UT	\$ 21.00 \$ 33.00 \$ 10.00 \$ 50.00 \$ 50.00 \$ 9.65 \$ 4.95 \$ 300.00 \$ 75.00	\$ 8,946.00 \$ 24,733.50 \$ 600.00 \$ 2,880.00 \$ 555.00 \$ 13,937.50 \$ 5,961.28 \$ 2,100.00 \$ 600.00 \$ 60,313.28
Amou	ant of Original Co	ontract	\$412,835.00	Carl	2A Surver	12/5/03
previo	emental	ontract due to	\$434,189.50 -0- \$ 12,110.00	wi	Engineer  Ellingboro Township  Municipality  Mayor	Date
Reduc	ction		\$ 60,313.28	Americ	Mayor an Asphalt Company, Ir	Date
•		ontract	\$ 385,986.22	By:	Contractor Signed	12/5/03 Date

-0.065 %

Change in Contract.....

~
₹
-
-
-

\$7,719.72

\$378,266.50 \$0.00

Less Amount Previously Pd

Less 0% Retainage Amount Due

		Final Paymen	ent No.7								
Pha	Phase II - Salem Road Reconstruction										
Tow	Township of Willingboro										
<u>×</u>	LWR File No. 2000-39-34							Through			
¥ E V	American Asphalt Company, Inc.							10/17/03			
			•		Approved	Adjusted				CONTRACT	SPLMNTL
		Quantity	Unit	Original	+/- Quantity	Contract	SPLMINTL	Units Built	4.4	Amount	Amount
Item	n Description		Price	Amount Bid	Thru CO	Amount				Earned	Earned
Pha	Phase II - Salem Road Reconstruction										
	Maintenance & Protection of Traffic	1 LS	12,950.00	0 12,950.00	00.0	00.0	00.0	1.00 LS	LS	12,950.00	0.00
2	Existing Roadway Excavation	3,560 CY	Y 21.00	74,760.00	00.00	00.00	0.00	3,134.00 CY	CY	65,814.00	00.00
3	Dense Graded Aggregate Base Course, 6" Thick	1,650 CY	r 33.00	54,450.00	00'0	00.0	0.00	900.50 CY	CY	29,716.50	0.00
4	Milling, 0-3"	300 SY	10.00	3,000.00	00'0	00.0	0.00	240.00 SY	SY	2,400.00	0.00
5		3,750 LF	17.50	0 65,625.00	00.0	00.0	0.00	4,442.00 LF	LF	77,735.00	0.00
9	6" R.C. Driveway Aprons	100 SY	20.00	5,000.00	00.00	00.0	0.00	42.40 SY	SY	2,120.00	00.0
7		40 SY	50.00	2,000.00	00.00	00:00	0.00	28.90 SY	SY	1,445.00	0.00
∞	Bituminous Stabilized Base Course, Mix I-2, 5" Thick	13,000 SY	9.65	5 125,450.00	00.0	00.00	0.00	11,555.70 SY	SY	111,512.51	00'0
6	Bituminous Concrete Surface Course, Mix I-5, 2" Thick	13,000 SY	4.95	5 64,350.00	00.0	00.0	00:00	11,795.70 SY	SY	58,388.72	0.00
2		4,500 LF	0.55	5 2,475.00	00.0	0.00	00.00	7,630.00 LF	LF	4,196.50	0.00
=		7 UT	r 300.00	2,100.00	00'0	0.00	00.00	0.00 UT	UT	00.0	00.0
12		9 UT	Г 75.00	675.00	00.0	00.00	00.00	1.00 UT	UT	75.00	00.00
SI		1 LS	9,792.00	0.00	1.00	9,792.00	9,792.00	1.00 LS	LS	00.0	9,792.00
SZ	$\neg$	83 SY	50.00	0.00	82.80	4,140.00	4,140.00	82.80 SY	SY	00:00	4,140.00
S		5 UT	ر 180.00	0.00	5.00	900.00	900.00	5.00 UT	UT	00.0	00.006
SA		2 UT	[ 198.00	0.00	2.00	396.00	396.00	2.00 UT	TJ	00.0	396.00
S		2 UT	150.00	00:00	2.00	300.00	300.00	2.00 UT	T.O	00.0	300.00
9S		1 UT		0.00	1.00	180.00	180.00	1.00 UT	UT	00.0	180.00
S7	T	8 UT	ر 190.00	0.00	8.00	1,520.00	1,520.00	8.00 UT	UT	00.0	1,520.00
88 88		2 UT	750.00	0.00	2.00	1,500.00	1,500.00	2.00 UT	UT	00.0	1,500.00
SS		1 UT	65.00	0.00	1.00	00:59	65.00	1.00 UT	UT	00'0	65.00
S10		6 UT	25.00	00.00	00.9	150.00	150.00	4.00 UT	UT	00.0	150.00
SII	Т	2 UT			2.00	250.00	250.00	2.00 UT	UT	00.0	250.00
S12	2   Sign W 11-2 (30" x 30")	2 UT	220.00	0.00	2.00	440.00	440.00	2.00 UT	UT	00.0	440.00
	TOTALS>			412,835.00		432,468.00				366,353.22	19,633.00
						Total Amount Earned	Earned			\$385,986.22	
					dam	T Acces A const.	. T		T	0 770 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	