

RESOLUTION NO. 2003 - 1
 A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
 WILLINGBORO PROVIDING FOR TEMPORARY BUDGET
 APPROPRIATIONS FOR 2001

WHEREAS, the Revised Statute 40A:4-19 provides that temporary appropriations should be made for the purpose and amounts required as hereinafter provided;

WHEREAS, this temporary budget must be adopted prior to January 31, 2003, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2002 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2002 budget is the sum of \$5,349,649

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2003 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

=====	=====	=====
2-01-20-000-000-000	GENERAL GOVERNMENT	
2-01-20-100-101-000	TOWNSHIP MANAGER	
2-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	61,519
2-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	5,950
2-01-20-100-102-020	RECEPTIONIST OTHER EXPENSES:	11,565
2-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	12,563
2-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	6,625
2-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	11,250
2-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	4,465
2-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	31,034
2-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	6,275
2-01-20-130-000-010	FINANCE ADMIN SALARY & WAGES:	60,576
2-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	13,250
2-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	14,375
2-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	45,389
2-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	3,333
2-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	27,034
2-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	3,031
2-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	19,375
2-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	20,425
2-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	3,500
2-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	225
2-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	800
2-01-21-190-000-010	ZONING BOARD SALARY & WAGES:	29
2-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	538
2-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	56,641
2-01-22-195-195-020	CONST OFFICIAL OTHER EXPENSES:	1,313
2-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	66,071
2-01-22-195-196-020	HOUSING INSPEC OTHER EXPENSES:	62,175
2-01-22-195-199-010	UNIFORM FIRE SALARY & WAGES:	7,871
2-01-23-210-000-001	Insurance Buyback	40,010
2-01-23-210-001-020	LIABILITY INS OTHER EXPENSES:	135,620
2-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES:	351,290
2-01-23-225-000-175	Unemployment Insurance	7,500
2-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	33,019
2-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	12,165
2-01-25-240-241-010	PATROL SALARY & WAGES:	935,385
2-01-25-240-241-020	PATROL OTHER EXPENSES:	9,213
2-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	20,250
2-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	775

2-01-25-240-244-010	DETECTIVES SALARY & WAGES:	220,499
2-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	6,090
2-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	39,543
2-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	2,400
2-01-25-240-246-010	PROPERTY ID SALARY & WAGES:	9,374
2-01-25-240-246-020	PROPERTY ID OTHER EXPENSES:	138
2-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	82,949
2-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	85,674
2-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	120,375
2-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	900
2-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSES:	2,700
2-01-25-260-000-001	Emergency Squad - Contribution	8,750
2-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	125,300
2-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	69,375
2-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	8,462
2-01-26-290-290-010	PW ADMIN SALARY & WAGES:	20,359
2-01-26-290-290-020	PW ADMIN OTHER EXPENSES:	225
2-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	281,601
2-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	55,850
2-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	4,500
2-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	325
2-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	3,100
2-01-26-305-000-010	RECYCLING SALARY & WAGES:	11,804
2-01-26-305-000-020	RECYCLING OTHER EXPENSES:	1,324
2-01-26-305-001-001	Garbage & Trash - Contractual	200,165
2-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	16,194
2-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	41,571
2-01-27-330-000-010	PUBLIC HEALTH SALARY & WAGES:	15,000
2-01-27-330-000-020	PUBLIC HEALTH OTHER EXPENSES:	3,750
2-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	29,858
2-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	3,257
2-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	10,762
2-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,733
2-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES:	153,122
2-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES:	75,225
2-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	12,500
2-01-29-390-000-010	LIBRARY SALARY & WAGES:	10,856
2-01-29-390-000-020	LIBRARY OTHER EXPENSES:	277,750
2-01-30-415-000-001	Accumulated Leave Compensation	25,609
2-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	44,750
2-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	98,750
2-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	23,500
2-01-31-445-000-020	WATER OTHER EXPENSES:	2,500
2-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	30,573
2-01-31-450-000-020	TELECOMMUNICAT OTHER EXPENSES:	18,500
2-01-31-460-000-020	GASOLINE OTHER EXPENSES:	24,250
2-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	228,750
2-01-36-471-000-020	PERS OTHER EXPENSES:	1,430
2-01-36-472-000-020	SOCIAL SECURITY OTHER EXPENSES:	200,500
2-01-42-295-000-299	INTERLOCAL SER Misc. SNOW REMOV	2,175
2-01-42-295-001-299	INTERLOCAL AGREEMENT/PLAYGROUN	13,750
2-01-43-490-000-010	MUN.COURT SALARY & WAGES:	44,928
2-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	3,026
2-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	3,377
2-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	750
2-01-44-901-000-001	Capital Improvement Fund	75,000
2-01-45-920-000-020	BOND PRINCIPAL OTHER EXPENSES:	1,855,000
2-01-45-930-000-298	Interest on Bonds	849,390
2-01-45-930-000-901	Interest Debt Due from ReNewal	129,005
2-01-45-935-000-298	Interest on Notes	300,010

2-01-45-940-000-000

OLYMPIA LAKES LOAN

62,521

8,199,478

LESS:

1-01-43-495-000-010

PUBLIC ASSIST SALARY & WAGES:

-14,512

1-01-43-495-000-020

PUBLIC ASSIST OTHER EXPENSES:

-1,733

1-01-44-901-000-001

Capital Improvement Fund

-75,000

1-01-45-900-000-000

MUNICIPAL DEBT SERVICE:

-3,195,926

TOTAL TEMPORARY BUDGET

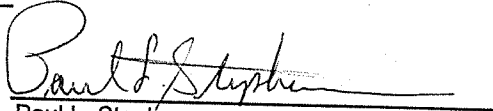
4,912,308

Dated: January 1, 2003

ATTEST:



Marie Annese RMC
Township Clerk



Paul L. Stephenson
Mayor

RESOLUTION NO. 2003 - 2

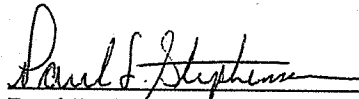
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO PROVIDING FOR THE
APPOINTMENT OF TOWNSHIP SOLICITOR**

WHEREAS, the term of the Office of Township Solicitor has expired; and

WHEREAS, the service to be performed in such office is regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization Session this 1st of January, 2003, that Michael Armstrong is appointed as Township Solicitor for a term expiring 12/31/2003.

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



Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

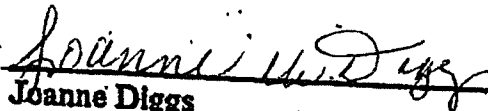
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are ~~are not~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

- | | |
|-------------------------------|---------------------------------|
| 1. Michael Armstrong, Esq. | 6. Remington & Vernick. |
| 2. Kimberly Phillips, Esq. | 7. Stephen A. Ryan / Bowman |
| 3. John E. Collins, Esq. | 8. Edward McManimon / McManimon |
| 4. Denise A. Kuertner, Esq. | and Scotland |
| 5. Cindi Seider Collins, Esq. | |

as provided for in the 2003 budget.

The money necessary to fund said contract is in the amount of \$ _____ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number _____. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

THIS AGREEMENT made this 1st day of January 2003 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

WHEREAS, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2003-_____ at its January 1, 2003 meeting;

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

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2003 and ending December 31, 2003, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
 - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
 - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
 - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

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

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$125.00 per hour. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 540 hours per annum of services or 38.50 hours per month. Any services in excess of 45 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Sixty Seven Thousand Nine Hundred and Five Dollars and Thirty-Five Cents (\$67,905.35), which shall be paid in the form of salary and benefits. The attorney's salary shall be Fifty-Nine Thousand Seven Hundred and Fifty Dollars (\$59,750.00), payable in twenty-six (26) equal installments. The benefits (\$8,155.35) shall be paid consistent with Schedule A attached herewith.

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

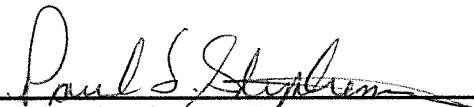
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

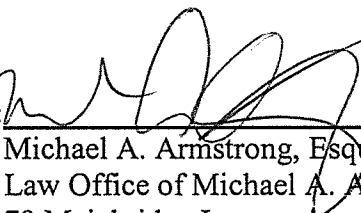
TOWNSHIP OF WILLINGBORO



Clerk

By: 

Paul L. Stephenson, Mayor

By: 

Michael A. Armstrong, Esquire
Law Office of Michael A. Armstrong
79 Mainbridge Lane
Willingboro, New Jersey 08046

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

EXHIBIT A

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

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

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

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

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

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

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

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

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

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

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

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

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

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

THIS AGREEMENT made this 1st day of January 2003 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

WHEREAS, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2003-_____ at its January 1, 2003 meeting;

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

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2003 and ending December 31, 2003, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.

2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
 - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.

 - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.

 - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.

 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

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

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$125.00 per hour. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 540 hours per annum of services or 38.50 hours per month. Any services in excess of 45 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Sixty Seven Thousand Nine Hundred and Five Dollars and Thirty-Five Cents (\$67,905.35), which shall be paid in the form of salary and benefits. The attorney's salary shall be Fifty-Nine Thousand Seven Hundred and Fifty Dollars (\$59,750.00), payable in twenty-six (26) equal installments. The benefits (\$8,155.35) shall be paid consistent with Schedule A attached herewith.

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

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


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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

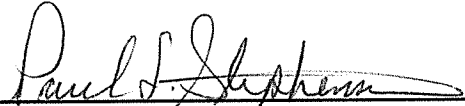
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

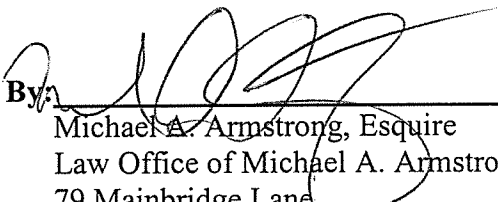
TOWNSHIP OF WILLINGBORO



Clerk

By: 

Paul L. Stephenson, Mayor

By: 

Michael A. Armstrong, Esquire
Law Office of Michael A. Armstrong
79 Mainbridge Lane
Willingboro, New Jersey 08046

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

EXHIBIT A

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

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

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

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

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

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

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

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

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

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

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

EXHIBIT "B"

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

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

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION NO. 2003 - 3

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH
MICHAEL ARMSTRONG ESQ., TOWNSHIP SOLICITOR, AND
CARL TURNER, TOWNSHIP ENGINEER**

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-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 Reorganizational Session this 1st day of January, 2003 as follows:

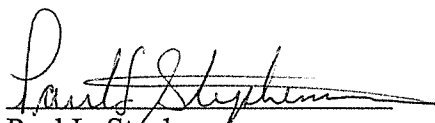
1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:

MICHAEL ARMSTRONG
CARL TURNER

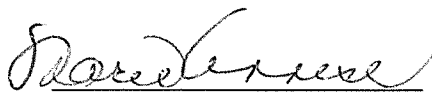
Township Solicitor
Township Engineer ✓

2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

Between the Township of Willingboro
and Carl A Turner, P.E.

WHEREAS, the Township of Willingboro requires the services of a Licensed Professional Engineer; and

WHEREAS, Carl A Turner is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Carl A. Turner, P.E., a licensed Professional Engineer of the State of New Jersey as follows:

1. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro relative to engineering services
2. TERM. This appointment shall be for three years with the term expiring 12/31/05.
3. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Engineer 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 thereunder. The Engineer 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.

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 N.J.A.C. 17:27, 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, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employee 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and conform with the applicable employment goals, consistent with the

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **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 Attorney.

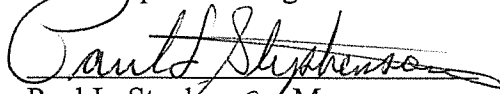
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

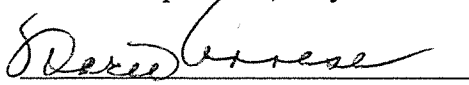
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

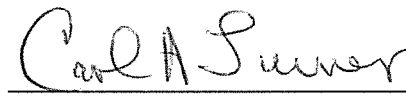
10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 1st day of January, 2003, for the purpose and the term specified herein.

Township of Willingboro


Paul L. Stephenson, Mayor


Marie Annese, RMC, Twp. Clerk.


Carl A. Turner, P.E.

PROFESSIONAL SERVICES AGREEMENT

Between the Township of Willingboro
and Carl A Turner, P.E.

WHEREAS, the Township of Willingboro requires the services of a Licensed Professional Engineer; and

WHEREAS, Carl A Turner is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Carl A. Turner, P.E., a licensed Professional Engineer of the State of New Jersey as follows:

1. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro relative to engineering services
2. TERM. This appointment shall be for three years with the term expiring 12/31/05.
3. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Engineer 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 thereunder. The Engineer 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.

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statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **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 Attorney.

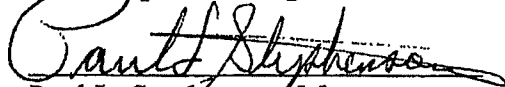
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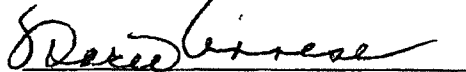
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.


10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 1st day of January, 2003, for the purpose and the term specified herein.

Township of Willingboro


Paul L. Stephenson, Mayor


Marie Annese, RMC, Twp. Clerk.


Carl A. Turner, P.E.

RESOLUTION NO. 2003- 4

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF AUTHORIZED DEPOSITORIES, OFFICIAL NEWSPAPERS, MEETING TIMES AND OTHER PROCEDURAL REQUIREMENTS.

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2003, as follows:

1.; First Union Bank NA South Jersey, Summit Bank, Farmers & Mechanics, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2003. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times, Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.

3. The first Tuesday of each month, at 7:00 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

4. The rate of interest to be charged for the non-payment of taxes or added assessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be eight percent (8%) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars (\$1,500), which shall be computed and charged to the principal sum due.

Taxpayers with a delinquency in excess of \$10,000 who fail to pay the delinquency prior to the end of the calendar year shall be charged a penalty of 6% of the delinquency.

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed. The custodian of such funds shall be Deborah Anderson, and the fund shall be closed out prior to December 31, 2002, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2003 in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2003 in accordance with existing law.

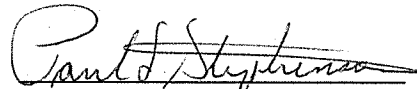
8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2003 in accordance with existing law.

9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insecton permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.

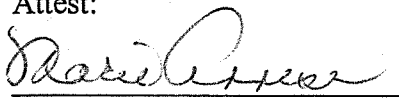
10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation: SARAH WOODING and CARMELA SPYCH and EDITH BALDWIN is hereby designated as DEPUTY TOWNSHIP CLERK to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

BE IT FURTHER RESOLVED, that copies of this Resolution be submitted to appropriate Township officials for their information, attention and compliance.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk

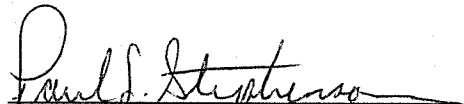
RESOLUTION NO. 2003-5

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND
PLACES OF THE TOWNSHIP COUNCIL MEETINGS.**


WHEREAS, the Open Public Meetings Act requires Township Council to adopt a Resolution establishing dates, times and places for their meetings and to give notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization Session, this 1st day of January, 2003, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

COUNCIL MEETINGS - 2003

THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:00 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT, SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL. THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES – 2003 – (B) indicates Budget Meetings

JANUARY 1st (Reorganization) 7th, 14th, 15th (B), 22 (B), 28th, 29th (B)

FEBRUARY 4th, 5th (B), 11th, 12th (B), 25th, 26th (B)

MARCH 4th, 11th, 25th

APRIL 1st, 8th, 29th (15th School Board. Election)

MAY 6th, 13th, 27th

JUNE 4th (Wednesday), 10th, 24th (June 3rd Primary Election)

JULY 1st, 22nd

AUGUST 5th, 26th

SEPTEMBER 2nd, 9th, 23rd

OCTOBER 7th, 14th, 28th

NOVEMBER 5th (Wednesday) 25th (November 4th Election Day and League Days)

DECEMBER 2nd, 9th, 23rd

TOWNSHIP OF WILLINGBORO

INTEROFFICE MEMO

TO: ALL EMPLOYEES
FROM: DENISE M. ROSE, TOWNSHIP MANAGER
DATE: DECEMBER 12, 2002
SUBJECT: MUNICIPAL HOLIDAYS – 2003

Listed below are the 12 paid holidays for Willingboro municipal employees for 2003:

Wednesday, January 1	New Year's Day
Monday, January 20	Martin Luther King, Jr. Day
Monday, February 17	President's Day
Friday, April 18	Good Friday
Monday, May 26	Memorial Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Monday, October 13	Columbus Day
Thursday, November 27	Thanksgiving Day
Friday, November 28	Thanksgiving Holiday
Thursday, December 25	Christmas Day
Friday, December 26	Christmas Holiday

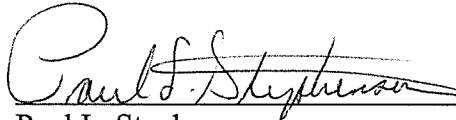
RESOLUTION NO. 2003 -6

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO APPOINTING A COMMISSIONER WITH REGARD
TO THE MUNICIPAL JOINT INSURANCE FUND**


WHEREAS, Willingboro Township is a member of the Professional Municipal Management Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, N.J.S.A. 40:10-36 et seq. provides for the appointment and term of an Insurance Fund Commissioner:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganization session this 1st day of January, 2003, that Denise Rose is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro for a term expiring December 31, 2003.


Paul L. Stephenson
Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 – 7

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF THE SCHEDULE OF PROFESSIONAL REVIEW FEES.

WHEREAS, Willingboro Township Council on May 20, 1974, did adopt Resolution No. 51, which established a schedule for professional fees in accordance with Section 20-5.5(d) of the Revised General Ordinances of the Township of Willingboro; and

WHEREAS, Willingboro Township Council on March 21, 1977, did adopt Resolution No. 33, which established a schedule for professional review for the Planning Board and Zoning Board of Adjustment; and

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2003:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 1st day of January, 2003, that the following fee schedule is hereby established for professional fees:

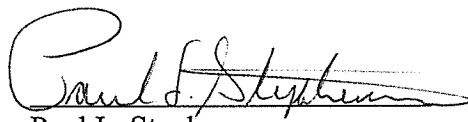
Principal Engineer	\$120.00/hr.
Associate Engineer	\$110.00
Professional Engineer	\$ 97.00
Project Engineer	\$ 92.00
Design Engineer	\$ 75.00
Project Coordinator	\$ 50.00
Professional Land Surveyor	\$ 94.00
Land Surveyor	\$ 72.00
Party Chief	\$ 68.00
Transitman	\$ 52.00
Rodman	\$ 30.00
Party Chief & Robotic Instrument	\$120.00
Environmental Scientist	\$ 85.00
Environmental Technician	\$ 60.00
Sanitarian	\$ 55.00
Sanitarian Technician	\$ 27.00
Chief Drafter	\$82.00
CAD Drafter	\$ 75.00
Drafter	\$ 58.00
Planner	\$ 68.00
Cert. Landscape Architect	\$ 84.00
Landscape Architect	\$ 54.00
Recreational Designer	\$ 62.00
Technical Aide	\$ 35.00
Chief Inspector	\$ 82.00
Project Inspector	\$ 76.00
Inspector	\$ 56.00

Page 2


Res. No. 2003 – 7 cont'd.

Mileage	\$ 0.35/mile
Meetings	\$125.00

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Planning Board, Zoning Board of Adjustment and any other municipal authorities for their information, attention and compliance.


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

**LORD, WORRELL & RICHTER, INC.
2003 SCHEDULE OF HOURLY FEES**

TITLE	HOURLY FEE
Principal	\$120.00
Associate Principal	110.00
Professional Engineer	97.00
Project Engineer	92.00
Design Engineer	75.00
Project Coordinator	50.00
Professional Land Surveyor	94.00
Land Surveyor	72.00
Party Chief	68.00
Transitman	52.00
Rodman	30.00
Party Chief & Robotic Instrument	120.00
Environmental Scientist	85.00
Environmental Technician	60.00
Sanitarian	55.00
Sanitarian Technician	27.00
Chief Drafter	82.00
CAD Drafter	75.00
Drafter	58.00
Planner	68.00
Certified Landscape Architect	84.00
Landscape Architect	54.00
Recreational Designer	62.00
Technical Aide	35.00
Chief Inspector	82.00
Project Inspector	76.00
Inspector	56.00
Mileage (Per Mile)	.35
Meetings	125.00

Overtime rates will be 1.5 times hourly rate.

RESOLUTION NO. 2003 - 8

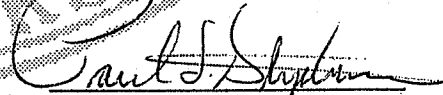
Whereas, the Willingboro Township Council has heard of the untimely death of Mark Lichtenstadter, and

Whereas, his mother, Rhoda Lichtenstadter, was a longtime member of the Willingboro Township family and devoted many years to serving the Township, and

Whereas, Rhoda Lichtenstadter was more than an employee to the members of the Township Council who had grown to love her as though she were a mother to all of us, and

Whereas the Township Council realizes that nothing can take the place of a beloved son but wishes to let her know that, inasmuch as possible, we share her sorrow,

Therefore, let it be known that the Willingboro Township Council mourns the loss of Mark Lichtenstadter and hopes that this small token of our love will be of some help to Rhoda as she works through her grief.



Paul L. Stephenson
Mayor

RESOLUTION NO. 2003 – 9

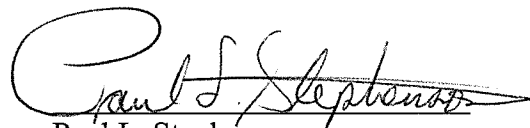
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF MUNICIPAL PROSECUTOR, ASSISTANT TOWNSHIP SOLICITOR, PUBLIC DEFENDER, SUBSTITUTE PROSECUTOR, PUBLIC DEFENDER, AUDITOR AND BOND COUNSEL

WHEREAS, the terms of the Office of Municipal Prosecutor, Assistant Township Solicitor, Public Defender, Substitute Prosecutor, Auditor and Bond Counsel have expired; and

WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 2003, that John E. Collins is appointed as Municipal Prosecutor pursuant to N.J.S.A.-2B:12-27, Kimberly Phillips is appointed as Assistant Township Solicitor, Cindi S. Collins is appointed as Public Defender, Denise A. Kuestner is appointed as Substitute Prosecutor, Stephen E. Ryan, Acting for Edmund D. Bowman is appointed as Township Auditor and Edward J. McManimon, Scotland & McManimon is appointed as Bond Counsel all for a term expiring 12/31/2003.

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance or by agreement.



Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 10

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH
JOHN E. COLLINS, ESQ., MUNICIPAL PROSECUTOR, KIMBERLY
PHILLIPS, ESQ., ASSISTANT TOWNSHIP SOLICITOR, CINDI S.
COLLINS, ESQ., PUBLIC DEFENDER, DENISE A. KUESTNER, ESQ.,
SUBSTITUTE PROSECUTOR, STEPHEN E. RYAN/EDMUND D.
BOWMAN CO., TOWNSHIP AUDITOR AND SCOTLAND &
McMANIMON, BOND COUNSEL**

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-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 7th day of January, 2003 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:

✓JOHN E. COLLINS	Municipal Prosecutor.
KIMBERLY PHILLIPS	Assistant Township Solicitor
✓CINDI S. COLLINS	Public Defender.
DENISE A. KUESTNER	Substitute Prosecutor
✓STEPHEN E. RYAN	Acting for Edmund D. Bowman, Auditor
SCOTLAND & McMANIMON	Bond Counsel

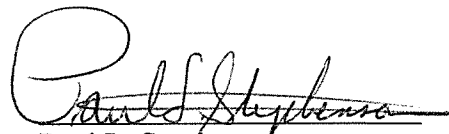
2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

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

Attest:



Marie Annese, RMC
Township Clerk



Paul L. Stephenson
Mayor

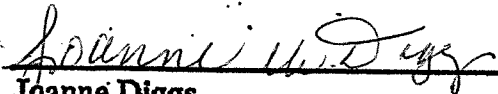
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are ~~are not~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

- | | |
|-------------------------------|---------------------------------|
| 1. Michael Armstrong, Esq. | 6. Remington & Vernick. |
| 2. Kimberly Phillips, Esq. | 7. Stephen A. Ryan / Bowman |
| 3. John E. Collins, Esq. | 8. Edward McManimon / McManimon |
| 4. Denise A. Kuertner, Esq. | and Scotland |
| 5. Cindi Seider Collins, Esq. | |

as provided for in the 2003 budget.

The money necessary to fund said contract is in the amount of \$ _____ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number _____. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and JOHN E. COLLINS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as MUNICIPAL PROSECUTOR; and

WHEREAS, JOHN E. COLLINS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and John E. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. John E. Collins, is hereby appointed and retained as MUNICIPAL PROSECUTOR
2. TERM. The term of this appointment shall commence January 1, 2003 and continue until December 31, 2003 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Municipal Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Municipal Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney 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 thereunder. The Attorney 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.

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 N.J.A.C. 17:27, 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without

regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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 Attorney.

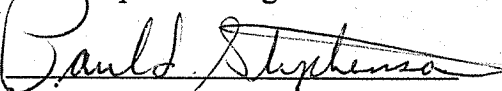
VII. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.


IX. **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. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 7th day of January, 2003, for the purpose and the term specified herein.

Township of Willingboro


Mayor


Clerk


John E. Collins, Esq.

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and CINDI S. COLLINS, ESQ.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Public Defender; and

WHEREAS, Cindi S. Collins is an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Cindi S. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Cindi S. Collins is hereby appointed and retained as Public Defender.
2. TERM. The term of this appointment shall commence January 7, 2003 and continue until December 31, 2003 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Public Defender shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney 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 thereunder. The Attorney 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.

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 N.J.A.C. 17:27, 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without

regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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 Attorney.

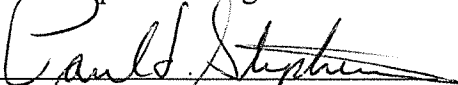
VII. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

IX. **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. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 7th day of January, 2003, for the purpose and the term specified herein.


Township of Willingboro



Mayor



Clerk



Cindi Collins, Esq.

ENGAGEMENT CONTRACT

for

MUNICIPAL AUDITING SERVICES

THIS AGREEMENT between the *TOWNSHIP OF WILLINGBORO*, a municipal corporation of the State of New Jersey, with its principal offices located at 1 Salem Road, County of Burlington, State of New Jersey, hereinafter referred to as "Municipality," and Stephen E. Ryan, Registered Municipal Accountant, of the firm *BOWMAN & COMPANY LLP*, with its principal office located at 601 White Horse Road, Voorhees, New Jersey, hereinafter referred to as "Accountant."

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

SECTION 1. SCOPE. The Accountant shall perform the duties of Auditor on behalf of the Municipality as required by State Law or Municipal Ordinance. Under the terms of this contract the Accountant shall:

A. Act as the Municipal Auditor and employ at the Accountant's expense such personnel as are deemed necessary to carry on the duties prescribed for the Municipal Auditor.

B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ending December 31, 2002 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them.

C. The Accountant shall conduct the audit in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 2002, these schedules are required by the Department of Community Affairs, State of New Jersey Circular 98-07-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, Government Auditing Standards and Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.

E. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts of the various funds, and may include tests of the physical existence of inventories, if any, and direct confirmation of taxes and other receivables and certain other assets and liabilities by correspondence with selected taxpayers and customers, creditors, the solicitor and banks. At the conclusion of the audit, the Accountant will request certain written representations from the Municipality about the financial statements and matters related thereto.

ENGAGEMENT CONTRACT (CONT'D)

SECTION 1. SCOPE (CONT'D).

F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the Accountant will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by the Accountant. The Accountant will advise the Municipality, however, of any matters of that nature that come to the Accountants attention. The Accountant will also inform the Municipality of any other illegal acts that come to the Accountants attention, unless clearly inconsequential. The Accountants responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as auditors.

G. The Accountant understands that the Municipality will provide the Accountant with the basic information required to conduct the audit and that the Municipality is responsible for the accuracy and completeness of that information. The Accountant will advise the Municipality about appropriate accounting principles and their application and will assist in the preparation of the Municipality's financial statements, but the responsibility for the financial statements remains with the Municipality. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

H. In addition to the auditing services previously described, the Accountant shall also prepare the 2002 Annual Financial Statement, 2002 Annual Debt Statement and assist in preparing the 2003 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

I. The Accountant shall also perform such non-audit services as may be agreed upon by the Accountant and Municipality so long as such services do not violate independence standards set forth by the AICPA Code of Professional Conduct and Government Auditing Standards, issued by the Comptroller General of the United States. Non-audit services performed may not involve making management decisions, nor may the non-audit services be material to the subject matter of the audit. Before performing non-audit services, the accountant shall establish and document an understanding with the municipality regarding the objectives, scope of work, and product or deliverables of such service. In addition, the accountant shall document the understanding that the municipality is responsible for the substantive outcomes of non-audit services performed and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of such services. In this vein, the municipality shall: designate a management-level individual to be responsible and accountable for oversight of the non-audit service; monitor the performance of the such service to ensure that it meets stated objectives; make any decisions that involve management functions related to the non-audit service and accept full responsibility for such decisions.

J. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare draft maturity schedules and tax rate projections, compile and print the Preliminary and Final Official Statements, assist in the application to obtain bond ratings, cooperate with insurance agencies, and shall perform all other duties that shall be required in connection with the temporary or permanent financing. The Accountant shall also prepare Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant. Services rendered as part of this section are subject to the same independence standards as described in Section 1(I).

ENGAGEMENT CONTRACT (CONT'D)

SECTION 2. COMPENSATION. The Municipality agrees to pay to the Accountant, upon presentation of appropriate Municipal vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-J, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-H shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-J shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered.

SECTION 3. AUTHORIZATION OF WORK. The Governing Body of the Municipality shall have the power to authorize work under the provisions of this contract to the extent that there are adequate funds appropriated to compensate for such work performed in accordance with this contract.

SECTION 4. SPECIAL CONSULTANTS. Whenever the Accountant deems the interest of the Municipality so requires, the Accountant may, with the approval of the Governing Body of the Municipality, appoint Special Consultants to assist the Accountant in carrying on the prescribed duties of the Municipal Accountant.

SECTION 5. RECORDS AND PAPERS. All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of Accountant or copies thereof are the property of the Accountant and shall, upon termination or expiration of this contract, be made available to the Accountant's successor, at 601 White Horse Road, Voorhees, New Jersey, with the Accountant's consent to use all such materials in the best interest of the Municipality. Representatives of the cognizant agency (or its designee), other government audit staffs and the General Accounting Office shall have access to the audit working papers upon request. Working papers and reports shall be retained for at least three years after the date of the report or longer if requested by the cognizant agency. The Accountant must submit to an external quality control review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by the Accountant during the conduct of selected audits. As such, the independent third party, as part of this process, may select the audit engagement of the Municipality. However, the conduct of an external quality control review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct. In accordance with Government Auditing Standards, Section 3.36, a copy of the Accountant's most recent external quality control review report is attached to this agreement.

SECTION 6. INSURANCE/INDEPENDENT CONTRACTOR. The Accountant shall maintain during the term of this contract insurance coverage or a plan of self insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.

SECTION 7. TERM OF CONTRACT. The term of this contract shall be for the period January 1, 2002 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

ENGAGEMENT CONTRACT (CONT'D)

SECTION 8. AFFIRMATIVE ACTION. During the performance of this contract, the contractor agrees as follows:

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

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

C. The Accountant 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 Public Agency Compliance Officer advising the labor union or workers' representative of the Accountant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

ENGAGEMENT CONTRACT (CONT'D)

SECTION 8. AFFIRMATIVE ACTION (CONT'D).

I. The Accountant or subcontractor, where applicable, 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).

SECTION 9. GOVERNMENT AUDITING STANDARDS REQUIREMENTS. The 1994 revision to Government Auditing Standards (the yellow book) includes additional reporting standards for financial statement audits.

A. In accordance with Section 3.36, a copy of the Accountant's most recent external quality control review report must be provided to the Municipality. A copy of this report is contained in Appendix 1.

B. In accordance with Section 5.5 et. al., the Accountant must communicate certain information related to the conduct and reporting of the audit to the audit committee or to the individuals with whom they have contracted for the audit on behalf of the Municipality. This communication is included in Appendix 2.

C. In accordance with Section 3.15(g), seeking employment with the Municipality during the conduct of this engagement constitutes a personal impairment to independence for any member of the audit team. Consequently, the Municipality agrees to notify the Accountant prior to discussing the possibility of future employment, by the Municipality, of any staff person assigned by the Accountant as a member of the audit team for this engagement.

SECTION 10. CURRENT STANDARD HOURLY RATES.

Partner	\$175.00
Manager	122.00/139.00/155.00
Supervisor	95.00/98.00/105.00
Senior Accountant	77.00/80.00/84.00
Staff Accountant	66.00/68.00/72.00
General Administration/ Report Processing	46.00

Specialized Financial and Bonding Services. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated in Section 10, at the time service is rendered.

The above rates are subject to reasonable increases from time to time.

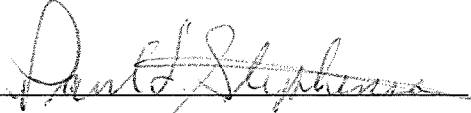
The Municipality represents that all bills rendered in keeping with this agreement shall be paid within forty-five (45) calendar days from the date rendered

SECTION 11. MEDIATION. In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

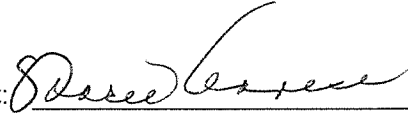
ENGAGEMENT CONTRACT (CONT'D)

IN WITNESS WHEREOF, the parties agree that the foregoing correctly sets forth the understanding of the Township of Willingboro and Bowman & Company LLP.

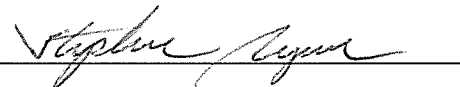
Township of Willingboro:

By: 

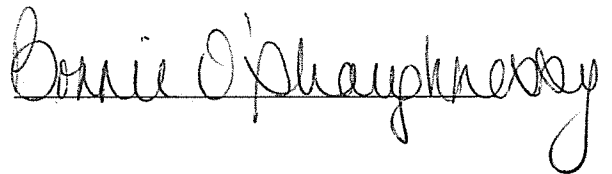
Date: 2/4/03

Attest: 

Bowman & Company LLP:

By: 

Date: JANUARY 29, 2003

Attest: 

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



AMPER, POLITZINER & MATTIA, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
and CONSULTANTS

NEW YORK, NEW YORK
(212) 682-1600

FLEMINGTON, NEW JERSEY
(908) 782-3021

PRINCETON, NEW JERSEY
(609) 897-0200

ROCHELLE PARK, NEW JERSEY
(201) 712-0700

WALL, NEW JERSEY
(732) 919-1400

2015 LINCOLN HIGHWAY
P.O. BOX 988
EDISON, NJ 08818-0988

PHONE: (732) 287-1000
FAX: (732) 287-3200

WWW.AMPER.COM

July 11, 2002

To the Partners of
Bowman & Company LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 2002. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements of Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 2002, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

AMPER, POLITZINER & MATTIA P.C.

Stephen Politziner & Mattia P.C.

APPENDIX 2 - COMMUNICATION WITH AUDIT COMMITTEE OR OTHER RESPONSIBLE INDIVIDUALS

INTERNAL CONTROL STRUCTURE

Responsibility under Auditing Standards Generally Accepted in the United States of America (GAAS) - We will obtain an understanding of the internal control structure sufficient to plan the audit and to determine the nature, timing and extent of tests to be performed. In obtaining an understanding of the internal control structure, we perform procedures to understand the design of policies and procedures relevant to planning the audit and whether those policies and procedures have been put in operation.

After this understanding is obtained, we assess control risk--the risk a material misstatement could occur in an assertion that will not be prevented or detected on a timely basis by the internal control structure--for the financial statement assertions. The knowledge our understanding provides of the internal control structure and the assessed level of control risk enables us to determine the nature, timing and extent of substantive tests for financial statement assertions.

The procedures we perform under GAAS do not provide sufficient evidence to enable us to express an opinion or any other assurance relative to the internal control structure's design or effectiveness. The purpose of our consideration of the internal control structure is to plan the audit and to determine the nature, timing and extent of the substantive tests necessary to enable us to form an opinion as to the fairness of the financial statements.

Responsibility under *Government Auditing Standards* - *Government Auditing Standards* do not require us to perform any procedures with respect to the internal control structure beyond those required by GAAS. However, we are required to issue a written report (either as a part of our report on the financial statements or separately) on our consideration of the internal control structure. Our report must disclose reportable conditions and material weaknesses, if any, we identify as a result of the procedures we performed. The report does not provide any assurance on the internal control structure's design or effectiveness.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the procedures performed to meet GAAS and *Government Auditing Standards* requirements, the Single Audit Act, Circular A-133 and New Jersey Circular 98-07-OMB require that we specifically consider the internal control structure over federal and state financial assistance programs and perform tests of those controls. The tests of controls must cover the controls used to administer at least 50% of the expenditures under all federal and state financial assistance programs and 25% of the expenditures for a low risk auditee. We are required to issue a report (in addition to the report required by *Government Auditing Standards*) on our consideration of the internal control structure over federal and state financial assistance programs, including tests of those controls. Our report must disclose any reportable conditions and material weaknesses we identify as a result of the procedures we performed. This report does not provide any assurance on the design or the effectiveness of the internal control structure used to administer federal and state financial assistance programs.

COMPLIANCE WITH LAWS AND REGULATIONS

Responsibility under Auditing Standards Generally Accepted in the United States of America (GAAS) - We are required to design the audit to provide reasonable assurance of detecting irregularities material to the financial statements and illegal acts with a direct and material effect on financial statement amounts.

With respect to illegal acts that could have a material indirect effect on the financial statements, if information comes to our attention that provides evidence of the existence of possible indirect effect illegal acts, we must apply procedures directed to ascertaining whether an illegal act has occurred. The results of these procedures are considered by us in forming an opinion on the financial statements.

Responsibility under *Government Auditing Standards* - In addition to the responsibilities under GAAS, we are required to design the audit to provide reasonable assurance of detecting material misstatements resulting from noncompliance with provisions of contracts or grant agreements with a direct and material effect on the determination of financial statement amounts. *Government Auditing Standards* requires that if specific information comes to our attention providing evidence of possible noncompliance that could have a material indirect effect on the financial statements, we must apply audit procedures directed to ascertaining whether that noncompliance has occurred.

We are required to issue a written report, separately or as a part of the report on the financial statements, on the results of the procedures performed with respect to compliance with applicable laws and regulations.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the requirements of GAAS and *Government Auditing Standards*, the Single Audit Act, Circular A-133 and New Jersey Circular 98-07 require auditors to perform procedures sufficient to provide positive and negative assurance on the general requirements and to perform procedures to provide sufficient evidence to express an opinion on whether major federal and state financial assistance programs, if any, were administered in compliance with applicable laws and regulations.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2002** to **15-FEB-2005**



**BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043**

Roland W. Machold

State Treasurer

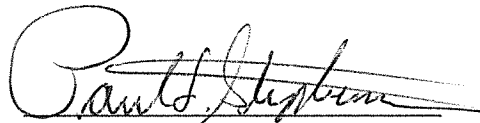
RESOLUTION NO. 2003 - 11

**A RESOLUTION REQUIRING THE ADOPTION OF
A CASH MANAGEMENT PLAN**

WHEREAS, N.J.S.A. 40A:5-14 requires that Municipalities adopt a
Cash Management Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in public session this 7th day of January, 2003,
that the Township Council has entered into a Cash Management Plan, as per the
attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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



PAUL L. STEPHENSON
MAYOR

Attest:



Marie Annese, RMC
Township Clerk

**CASH MANAGEMENT PLAN OF THE TOWNSHIP OF WILLINGBORO
IN THE COUNTY OF BURLINGTON, NEW JERSEY**

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. The Cash Management Plan is available for audit.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township:

Current Account, Capital Account, Trust Other Account, Tax Redemption Trust Account, Payroll Account, Agency Account and Public Assistance Account.

- B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township, specifically:

N/A

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Township is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORYES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which, are not otherwise invested in Permitted Investments as provided for in this Plan:

Banks and financial institutions - as stipulated in the reorganization resolution.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the Township referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and

- (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940, 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940, 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows: None.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the or by a third party custodian prior to or upon the release of the Is funds.

To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

VIII. REPORTING REOUIREMENTS.

On the first Council meeting of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Township a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

IX. TERM OF PLAN.

This plan shall be in effect until amended by the governing body. Attached to this Plan is a resolution of the governing body of the Township approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to

supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION NO. 2003 - 12

**A RESOLUTION PERMITTING THE AUTHORIZATION OF
PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.**

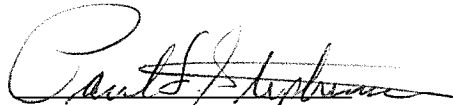
WHEREAS, the provisions of N.J.S.A 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment in advance to officers and employees of the local unit toward their expenses for authorized official travel; and

WHEREAS, any such resolution shall provide for the verification and adjustment of such expenses and advances and the repayment of any excess advanced, by means of a detailed bill of items or demand; and


WHEREAS, the Willingboro Township travel expense report, certified by the Department Head and approved by the Township Manager, shall be submitted within (10) days after the completion of the travel for which an advance was made;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 2003, that this resolution covers all such expenditures from the 2003 budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Department Heads and the Township Finance Director for their information and attention.


PAUL L. STEPHENSON
MAYOR

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 – 13

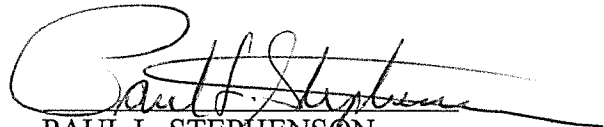
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

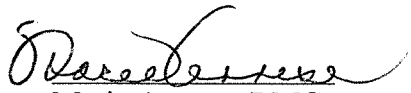
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 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

WASHINGTON MUTUAL HOME P.O BOX 100563-ATTN: KEVIN TODD OR JUDY KIRBY FLORENCE, S.C. 29501 BLOCK 1016 LOT 4 206 NORTHAMPTON DRIVE OVERPAYMENT TAXES	689.94
CHASE MANHATTAN 3415 VISION DRIVE COLUMBUS, OH 43219 BLOCK 820 LOT 3 11 ENDWELL LANE OVERPAYMENT TAXES	1876.48
WASHINGTON MUTUAL C/O TRANSAMERICA REAL ESTATE TAX SERVICE 58 SOUTH SERVICE ROAD SUITE 210 MELVILLE, N.Y. 11747 BLOCK 1121 LOT 5 21 TOPEKA PASS OVERPAYMENT TAXES	2770.40
HAROLD & NOBU VOGEL 19 NEPTUNE LANE BLOCK 1009 LOT 6 19 NEPTUNE LANE OVERPAYMENT TAXES	77.58
ROBERT A. MUSCHERA 194 ASBURY RD. EGG HARBOR, N.J. 08234 BLOCK 214 LOT 23 39 BOLTON LANE OVERPAYMENT TAXES	1298.20
LILLIAN ROLLINS 1 BABCOCK LANE BLOCK 239 LOT 51 1 BABCOCK LANE OVERPAYMENT TAXES	832.94
TAX REDEMPTION BLOCK 1022 LOT 15 – 43 NIAGARA LANE BLOCK 527 LOT 30 – 23 MIDFIELD LANE OVERPAYMENT TAXES	3411.89

CONGRESS TITLE DIV. 110 BARCLAY PAV. EAST CHERRY HILL, N.J. 08034 BLOCK 526 LOT 24 115 MIDDLEBURY LANE OVERPAYMENT TAXES	766.10
WILLINGBORO TWP. CURRENT ACCT. BLOCK 2 LOT 7.04 WILLINGBORO SENIOR URBAN PILOT REVENUE	2757.56
WILLINGBORO SENIOR URBAN RENEWAL 1202 LAUREL OAK ROAD VOORHEES, N.J. 08043 BLOCK 2 LOT 7.04 55 SUNSET LANE OVERPAYMENT TAXES	60.68
KEITH, DOUGLAS AIKINS 94 COUNTRY CLUB RD. BLOCK 409 LOT 14 94 COUNTRY CLUB RD. OVERPAYMENT TAXES	57.33
WILSON, LAURENCE JR. & ALICE 16 SEDGWICK LANE BLOCK 128 LOT 4 16 SEDGWICK LANE OVERPAYMENT TAXES	209.08
CITIFINANCIAL 8333 RIDGEPOINT DRIVE IRVING, TX 75063 BLOCK 228 LOT 7 22 BONNIE LANE OVERPAYMENT TAXES	632.64
AURORA LOAN SERVICE 601 FIFTH AVE. PO BOX 1706 SCOTTSBLUFF, N.E. 69363 BLOCK 904 LOT 22 8 RIDGEWOOD PLACE PAID ON WRONG PROPERTY	32.80

RESOLUTION NO. 2003 - 14

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING PROCEDURES ON THE FILING, DEFENSE AND SETTLEMENT OF TAX APPEALS

WHEREAS, statutory provision exists for review and correction of errors prior to certification of an assessment list; and

WHEREAS, provisions also allow for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, responsibility for maintenance of the assessment list rests with the local assessor subject to applicable laws and regulations; and

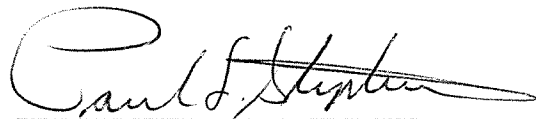
WHEREAS, there are other appeals that may be filed with the Burlington County Board of Taxation or the New Jersey Tax Court on behalf of the Township of Willingboro or in which the Township of Willingboro has an interest;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 2003, that the Willingboro Township Assessor, in fulfillment of his duties and the requirements of his office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that the Assessor and the Solicitor of the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and they are each authorized to execute stipulations or settlements on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution accompany any appeal filed by the Assessor with the Burlington County Board of Taxation; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the Assessor and the solicitor of the Township of Willingboro and to the Burlington County Board of Taxation for their information and attention.



PAUL L. STEPHENSON.
MAYOR

Attest:



Marie Annese, RMC

RESOLUTION NO. 2003 - 15

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS
TOWNSHIP BOARDS**

WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 2003, that the following are appointed to the positions and for the terms designated:

CONSTABLE James Gray 1 year term expiring 12/31/2003

HISTORICAL SOCIETY 3 year term expiring 12/31/2005

William McGrath
Dr. Gloria Dickinson
Ron Dash (**should have been on list exp. 2002**)

HUMAN RELATIONS COMMISSION 3 year term expiring 12/31/2005

Dr. Cloephus A. Robinson
Anna Robinson
Addie Hatten

MUNICIPAL ALLIANCE 2 year term expiring 12/31/2004

Ida Peace
Eleanor Johnson
Theresa Owens

PLANNING BOARD 4 year term expiring 12/31/2006

Connie House

Alt #1 Dorothy Collins 2 year term expiring 12/31/04

PUBLIC COMMUNICATIONS 2 year term expiring 12/31/2004

Harry Kendall
Josephine Barbara Jenkins

RECREATION STUDY COMMITTEE 1 year term expiring 12/31/03

Freddie George	John Collins
Joseph Pridgen	John Grinnage
Lenore Scott	Roger Coston
Deborah Price	Dennis Reiter
Vacancy	

Shelter Board 3 year term expiring 12/31/2005

Carol Ramsey
Ellen B. Kearns
Dorothy Franc
Ruth Allie

SPECIAL EVENTS DIRECTOR 1 year term expiring 12/31/2003

James Gray

TOWNSHIP PHOTOGRAPHER – George Bussey

VETERAN'S AFFAIRS ADVISORY COMMITTEE – no expiration

Lorenzo Foster, VFW, George Bussey, DAV,
Ron Dash, Purple Hearts Jim Thompson, 24th Infantry, Marine Corps
Frank Cook, George Hayman, American Legion
Joel Fabian, Jewish War Veterans
Manuel Knox, DAV. Glennie Rosemond, Sec.
Vacancy

W.M.U.A. 5 year term expiring 12/31/2008

William Hall

ZONING BOARD OF ADJUSTMENTS 4 year term expiring 12/31/2006

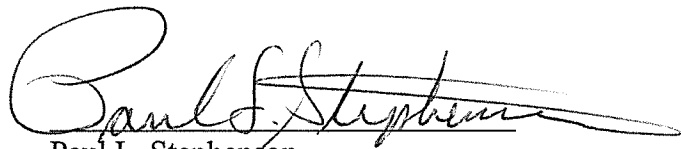
Robert Griech Wilma Stephenson

Alt. # 1 Lorenzo Foster 2 year term expiring 12/31/2004

HEALTH AND HUMAN SERVICES 1 year 12/31/03

Mike Frank, Merck-Medco Rep. Dorothy Collins
Jana Lang Brenda Carey, School Nurse

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the above appointees and to the Chairpersons of their respective Boards, for their information and attention.



Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Continued

MAYOR'S APPOINTMENTS

BURLINGTON COUNTY COMMITTEE OF FIFTY 1 year exp. 12/31/03
Millie Gama
Three Council Members

ENVIRONMENTAL COMMISSION 3 year term expiring 12/31/2005
Dave Kargbo
Lizzie Morris
Constancia House

Alternates – 2 year terms after 1 & 2 years respectively
Alt. # 1 Edward A. Murray 12-31-2004

LIBRARY BOARD OF TRUSTEES 5 year term expiring 12/31/2007
Pat Lindsay Harvey
Solicitor – Kimberly Phillips

YOUTH ACHIEVEMENT COMMITTEE 1 year term expiring 12/31/03
Sandra Solomon
Ida Peace
Lizzie Morris
Kim Chiolan
Thomas Floyd
Gigila Moore
Sherrie Morris
Thelma Allen
Gloria Matthews

MANAGER'S APPOINTMENTS
THE ENGINEER SHALL BE APPOINTED BY THE TOWNSHIP MANAGER

HUMAN RELATIONS COMMISSION 3 year term expiring 12/31/2005
Beatrice Admore
Police Dept. Rep. 2003 – Officer Mario Rodriguez

LOCAL ASSISTANCE BOARD 4 year term expiring 12/31/2006
Patricia Dixon

Shelter Board – Manager to appoint a member of the Police Department and
a member of the HRC as liaison to Shelter Board – Addie Hatten

Veteran's Affairs – Coordinator/Liaison – to be appointed by Manager
Ron Dash

RESOLUTION NO. 2003 - 16

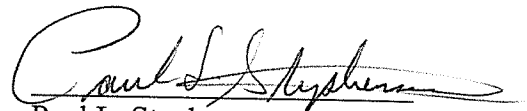
**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF THE
TOWNSHIP COUNCIL MEMBERS TO SERVE AS LIAISONS ON
TOWNSHIP BOARDS**

WHEREAS, all members of Township Council are ex-officio members of all Township Boards, plus specific liaison members of Boards; and

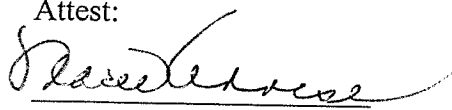
WHEREAS, Township Council is empowered to appoint its members to various positions on official boards and offices in the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of January, 2003, that the following Council members are appointed to the following positions for the year 2003:

Class III Member, Planning Board	EDDIE CAMPBELL, JR.
Advisory Board, Shelter for Abused Women	JEFFREY RAMSEY
Environmental Commission Liaison	EDDIE CAMPBELL, JR.
Heritage Commission Liaison	PAUL L. STEPHENSON
Human Relations Commission Liaison	EDDIE CAMPBELL, JR.
Local Assistance Board Liaison	JAMES E. AYRER
Public Communications Committee	JAMES E. AYRER
Youth Achievement Committee	LAVONNE B. JOHNSON
N.J. Motion Picture TV Council	PAUL L. STEPHENSON LAVONNE B. JOHNSON


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC

RESOLUTION NO. 2003 - 17
**A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.**

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

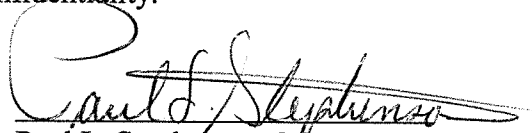
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/7, 2003, that an Executive Session closed to the public shall be held on 1/7, 2003, at 8 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Paul L. Stephenson, Mayor

ATTEST:



Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 18

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR AIR CONTROL TECHNOLOGY, INC.
SENIOR CITIZEN AREA AT KENNEDY CENTER**

WHEREAS, Willingboro Township Council, by Resolution No. 2002 – 95, awarded a contract to Air Control Technology, Inc. in the amount of \$205,425.00, and

WHEREAS, Change Orders 1 through 5 were submitted by Remington & Vernick Engineers (Clerk of the Works) and approved by Township Council as per Resolution No. 2002 – 161 to increase the contract to \$226,859.00, and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) has submitted and approved Change Order Number 6 to decrease the contract by \$402.50 as per the attached paperwork; and

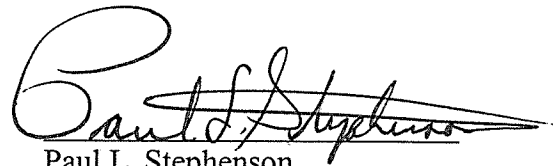
WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of January, 2003 as follows:

Change Order No. 6 Credit for elimination of turning vanes in HVAC ductwork and extra electrical outlets – decrease of \$402.50.

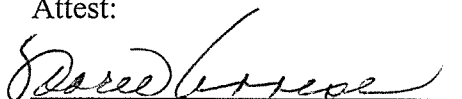
This Change Order adjusts the contract from \$226,859.00 to \$226,456.50.

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

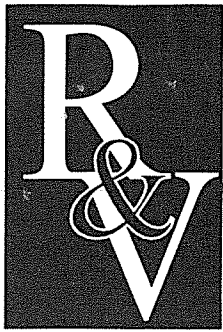


Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk



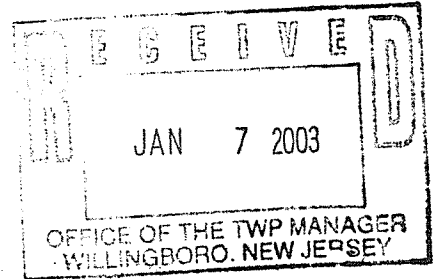
Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Walberg Engineers

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

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

January 3, 2003

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



Re: Kennedy Center Senior Citizens Area
 Change Order #6

Dear Ms. Rose:

Enclosed, please find a copy of Air Control Technology Change Order #6 for the above referenced project. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the credit as reasonable and just. We therefore recommend approval of a change to the contract in the following amount:

CO#6 \$ (402.50) Credit for elimination of turning vanes in HVAC ductwork and extra electrical outlets.

Original Contract Amount	\$ 205,425.00
Change Orders to Date (CO#1-#6)	\$ 21,031.50
Revised Contract Amount	\$ 226,456.50

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor
 Matthew L. Taylor, MCP
 Project Manager

Enclosure (s)

cc: Anthony Piccone, Air Control Technology, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Frank Loehr, Field Manager

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

**Remington, Vernick
 & Vena Engineers**

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

**Remington, Vernick
 & Walberg Engineers**

845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

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

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

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ACT

AIR CONTROL TECHNOLOGY, INC.

Heating -- Air Conditioning -- Boilers
762 White Horse Pike -- Atco, NJ 08004

November 5, 2002

Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ 08033-1219

Attn: Matt Taylor

Re: Willingboro Kennedy Center
Senior Citizens Area

Dear Mr. Taylor:

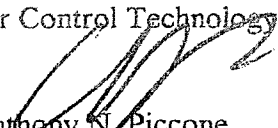
Below is a credit for turning vanes and electrical outlets for the above referenced project:

Delete (4) electrical outlets	\$ 200.00
Delete turning vanes	\$ 150.00
Subtotal	\$ 350.00
15% overhead / profit	\$ 52.50
Total Credit	\$ 402.50

Please review and call if you should have any questions.

Sincerely,

Air Control Technology, Inc.



Anthony N. Piccone
President

ANP:jtd

RESOLUTION NO. 2003 - 18

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR AIR CONTROL TECHNOLOGY, INC.
SENIOR CITIZEN AREA AT KENNEDY CENTER**

WHEREAS, Willingboro Township Council, by Resolution No. 2002 – 95, awarded a contract to Air Control Technology, Inc. in the amount of \$205,425.00, and

WHEREAS, Change Orders 1 through 5 were submitted by Remington & Vernick Engineers (Clerk of the Works) and approved by Township Council as per Resolution No. 2002 – 161 to increase the contract to \$226,859.00, and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) has submitted and approved Change Order Number 6 to decrease the contract by \$402.50 as per the attached paperwork; and

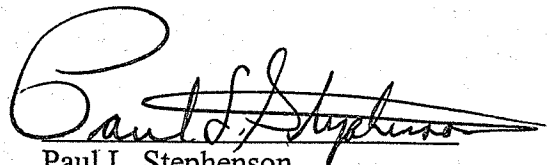
WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of January, 2003 as follows:

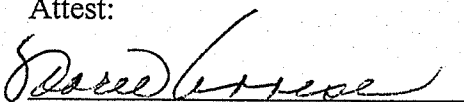
Change Order No. 6 Credit for elimination of turning vanes in HVAC ductwork and extra electrical outlets – decrease of \$402.50.

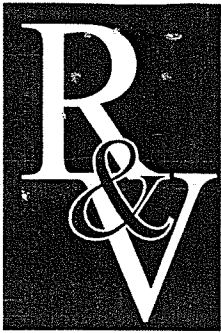
This Change Order adjusts the contract from \$226,859.00 to \$226,456.50.

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk



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

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

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SENIOR ASSOCIATES
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**Remington & Vernick
 Engineers**

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

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 (609) 522-5150
 (609) 522-5313 (fax)

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

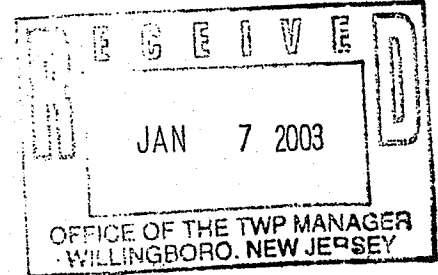
www.rve.com

January 3, 2003

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

Re: Kennedy Center Senior Citizens Area
 Change Order #6

Dear Ms. Rose:



Enclosed, please find a copy of Air Control Technology Change Order #6 for the above referenced project. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the credit as reasonable and just. We therefore recommend approval of a change to the contract in the following amount:

CO#6 \$ (402.50) Credit for elimination of turning vanes in HVAC ductwork and extra electrical outlets.

Original Contract Amount	\$ 205,425.00
Change Orders to Date (CO#1-#6)	\$ 21,031.50
Revised Contract Amount	\$ 226,456.50

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor, MCP
 Project Manager

Enclosure (s)

cc: Anthony Piccone, Air Control Technology, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Frank Loehr, Field Manager

Established in 1901

24 Hour Service
e-mail: actanp@aol.com

(856) 768-7300
Fax (856) 768-7878

ACT

AIR CONTROL TECHNOLOGY, INC.

Heating -- Air Conditioning -- Boilers
762 White Horse Pike -- Atco, NJ 08004

November 5, 2002

Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ 08033-1819

Attn: Matt Taylor

Re: Willingboro Kennedy Center
Senior Citizens Area

Dear Mr. Taylor:

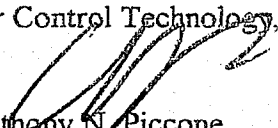
Below is a credit for turning vanes and electrical outlets for the above referenced project:

Delete (4) electrical outlets	\$ 200.00
Delete turning vanes	\$ 150.00
Subtotal	\$ 350.00
15% overhead / profit	\$ 52.50
Total Credit	\$ 402.50

Please review and call if you should have any questions.

Sincerely,

Air Control Technology, Inc.



Anthony N. Piccone
President

ANP:jtd

Officer shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

11. Full Understanding and Effect of Subsequent Legislation: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto. No modification or vacation of any term or condition of employment established in this agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this agreement.

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

13. Compensation during Training and Reimbursement Obligation: Special Law Enforcement Officer assigned for training shall be compensated at their applicable hourly rate for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for the full cost of training. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for one-half the cost of training. For the purposes of this provision the costs of training shall include any physical or psychological examinations, tuition and costs at the police academy or other training facility and salary paid during the period of training. This reimbursement obligation shall not be applicable where the employment of the Special Law Enforcement Officer has been terminated by the Township or where the Special Law Enforcement Officer has been appointed as a full-time police officer in the Township

of Willingboro.

14. Legal Defense: Whenever a Special Law Enforcement Officer shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of his or her duties as a Special Law Enforcement Officer, the Township shall provide the Special Law Enforcement Officer with the means for legal defense. The Special Law Enforcement Officer shall be required to cooperate with the attorney assigned to provide the Special Law Enforcement Officer with the legal defense in the proceeding.

15. Job Posting :

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

15.2 The Township will post a notice within 5 days after filling the vacancy or newly-created position with the name of the individual selected.

16. Continuing Education and Training :

The Township supports the continuing education and training of the Special Officers in the field of law enforcement. The Township shall, at the request of the Special Law Enforcement Officer and subject to the approval of the Township Manager or designee, as well as the budget, support law enforcement training in addition to the Special Police Officer Certification Program where appropriate. The Department will pay 50 percent per class, session or event, to a maximum of \$100.00 upon prior approval and subject to funds availability. Special Law Enforcement Officer who request such additional training or continuing education courses shall not be compensated by the Township for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of such training or course work shall be required to reimburse the Township for the full cost of training or course. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training or course work shall be required to reimburse the Township for one-half the cost of training or course.

17. **Term of the Agreement:** This Agreement shall be in full force and effect from July 1, 2002, through June 30, 2003, and for succeeding periods of twelve (12) months until June 30, 2006, unless either party shall notify the other in writing prior to April 1, 2006, or prior to April 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

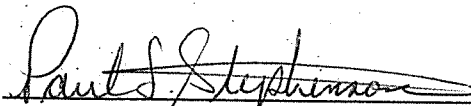
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST

TOWNSHIP OF WILLINGBORO

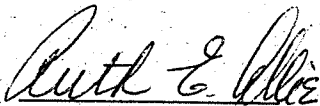


Marie Annesse, RMC
Township Clerk

By: 

Dr. Paul L. Stephenson
Mayor

WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION
ATTEST



Secretary

By: 

President

(data/apps/contracts/specagr.doc)



TOWNSHIP OF WILLINGBORO

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

MEMO TO: L. C. Keys, Special Law Enforcement Officer
FROM: Marie Annese, Township Clerk *MA*
DATE: January 27, 2003
SUBJECT: Resolution and Contract

Attached for your information and file is a copy of Resolution No. 2003 – 20 which was adopted by Willingboro Township Council at their meeting of January 14, 2003.

Also attached is an original and two copies of the Agreement between the Willingboro Special Law Enforcement Officers Association and the Township of Willingboro. Please sign and return all three copies. A fully executed copy will be provided to you once Mayor Stephenson signs.

Thank you.

/ma
Att.

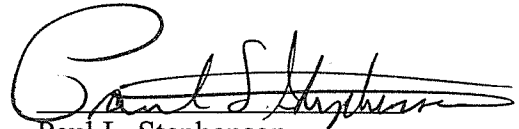
RESOLUTION NO. 2003 – 21

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
EXECUTE AN AGREEMENT FOR DIRECTOR OF PUBLIC SAFETY**

WHEREAS, the Township Council has entered into an Agreement with Benjamin C. Braxton as Public Safety Director, in accordance with the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of January, 2003, that the Township Council does approve said agreement and the Mayor and Clerk are hereby authorized to execute the Agreement

Be it further resolved, that copies of this resolution be provided to Benjamin C. Braxton, the Treasurer and the Clerk for their information and attention.



Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWNSHIP OF WILLINGBORO
AND
BENJAMIN C. BRAXTON**

Whereas, the Township Manager of the Township of Willingboro has appointed Benjamin C. Braxton to a one-year term as Director of Public Safety for the Township of Willingboro with an option for an additional one-year term, and

Whereas, it is in the interest of both the Township of Willingboro and Benjamin C. Braxton to enter into an Agreement setting forth the terms and conditions of employment.

Now, therefore, this Agreement is entered into between the Township of Willingboro and Benjamin C. Braxton this 27th day of January, 2003 as follows:

1. Benjamin C. Braxton will be responsible to and will report directly to the Township Manager and will be responsible for the operations and management of the Emergency Rescue Squad, Fire Department and the Police Department of the Township of Willingboro, to the maximum extent permitted by law for a Public Safety Director.

2. The benefits to be provided to Benjamin C. Braxton are:

a. Salary -to be fixed in accordance with a Resolution of the Township Council. The Compensation for 2003 shall be \$93,500. Salary for 2004 will be negotiated before December 31, 2003, should the Township exercise its option.

b. Medical and Dental Coverage for Husband and Wife to chosen from among the plans offered to Township employees.

c. If Mr. Braxton completes his fourth contract with the Township of Willingboro and retires under the rules of the New Jersey Personnel Retirement System, and has over one thousand hours of sick time accrued, he shall be eligible to maintain membership in the Township's group health insurance programs. The Township will defray the cost of premiums on the same basis as other executive employees of the Township. The Township's obligation shall not extend beyond the age at which Mr. Braxton becomes Medicare eligible.

d. Pension and Life Insurance -as provided through the New Jersey Public Employees Retirement System. (PERS)

e. Paid Holidays -The number of paid Holidays as provided for other Township executive employees.

f. Sick Leave -The same number and accrual policy as applicable to other Township executive employees (fifteen {15} days for full year), no limit on accrual with any payout on retirement to limited to \$15,000 or the maximum provided by the State of New Jersey to its employees. Allowable sick leave to be pro-rated for any year in which the full year has not been completed as a Township employee.

g. Vacation Leave -The same number and accrual policy as applicable to other Township management employees, after serving their ninth year - twenty (20) days. Subject to the Township's "use or lose" policy. (Any carryover and/or payment must be approved by the Township Manager)

h. Membership Dues -Paid membership for Professional Law Enforcement Organizations.

i. Paid Conference Attendance -The following conference attendance for professional development as approved in the annual budget.

1. Police Executive Research Forum or Law Enforcement Executive Development Association.
2. National Organization of Black Law Enforcement Executives (NOBLE) -Annual Conference.
3. NOBLE -Mid-Year Chief Executives Conference.
4. International Association of Chiefs of Police -IACP Annual Conference.

j. 'Regular Office Hours' -Hours will be 9:00 A.M. to 5:00 P.M. Monday through Friday. Professional judgment and duty requirements will dictate 'Actual Hours' required. The Director of Public Safety position is an executive position and is not eligible for overtime or compensatory time.

k. A Township vehicle equipped with radio and telephone for Township Police and personal use.

3. The Director of Public Safety will be required to live in the Township of Willingboro during the term of his appointment.

4. The Township Manager has made the appointment for a term of one-year, and may, at the discretion of the Township Manager be extended for one-year.

5. As provided by Township Ordinance and as specifically agreed to by the parties as a condition of this Agreement, the Township Manager may terminate the appointment of the Director of

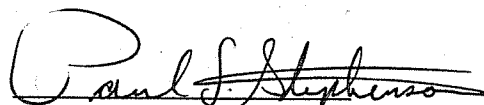
Public Safety, with or without cause, by providing the Director of Public Safety with a ninety (90) day written notice of termination. In the event of termination of the Agreement, the liability of the Township shall be limited to the compensation and benefits during the ninety (90) day period between the provision of notice and actual termination.

6. The effective date of this agreement shall be January 21, 2003, subject to ratification and approval by the Township Council.

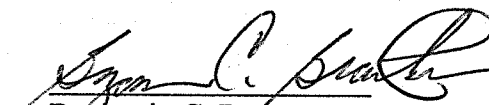
In Witness, whereof this Agreement, has been executed by Benjamin C. Braxton, and by the Mayor and Township Clerk of the Township of Willingboro.



Marie Annesse
Township Clerk



Dr. Paul L. Stephenson
Mayor



Benjamin C. Braxton
Director of Public Safety

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWNSHIP OF WILLINGBORO
AND
BENJAMIN C. BRAXTON**

Whereas, the Township Manager of the Township of Willingboro has appointed Benjamin C. Braxton to a one-year term as Director of Public Safety for the Township of Willingboro with an option for an additional one-year term, and

Whereas, it is in the interest of both the Township of Willingboro and Benjamin C. Braxton to enter into an Agreement setting forth the terms and conditions of employment.

Now, therefore, this Agreement is entered into between the Township of Willingboro and Benjamin C. Braxton this 21st day of January, 2003 as follows:

1. Benjamin C. Braxton will be responsible to and will report directly to the Township Manager and will be responsible for the operations and management of the Emergency Rescue Squad, Fire Department and the Police Department of the Township of Willingboro, to the maximum extent permitted by law for a Public Safety Director.

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c. If Mr. Braxton completes his fourth contract with the Township of Willingboro and retires under the rules of the New Jersey Personnel Retirement System, and has over one thousand hours of sick time accrued, he shall be eligible to maintain membership in the Township's group health insurance programs. The Township will defray the cost of premiums on the same basis as other executive employees of the Township. The Township's obligation shall not extend beyond the age at which Mr. Braxton becomes Medicare eligible.

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4. International Association of Chiefs of Police -IACP Annual Conference.

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k. A Township vehicle equipped with radio and telephone for Township Police and personal use.

3. The Director of Public Safety will be required to live in the Township of Willingboro during the term of his appointment.

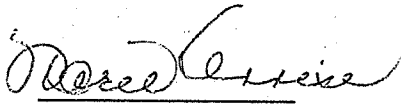
4. The Township Manager has made the appointment for a term of one-year, and may, at the discretion of the Township Manager be extended for one-year.

5. As provided by Township Ordinance and as specifically agreed to by the parties as a condition of this Agreement, the Township Manager may terminate the appointment of the Director of

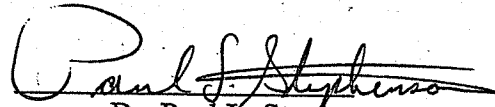
Public Safety, with or without cause, by providing the Director of Public Safety with a ninety (90) day written notice of termination. In the event of termination of the Agreement, the liability of the Township shall be limited to the compensation and benefits during the ninety (90) day period between the provision of notice and actual termination.

6. The effective date of this agreement shall be January 21, 2003, subject to ratification and approval by the Township Council.

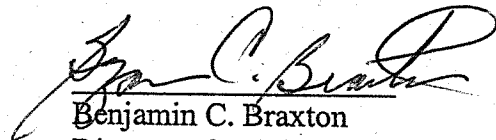
In Witness, whereof this Agreement, has been executed by Benjamin C. Braxton, and by the Mayor and Township Clerk of the Township of Willingboro.



Marie Annesse
Township Clerk



Dr. Paul L. Stephenson
Mayor



Benjamin C. Braxton
Director of Public Safety

RESOLUTION NO. 2003 – 22

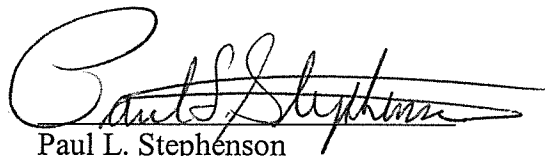
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO PROVIDING FOR THE
APPOINTMENT OF A MUNICIPAL JUDGE**

WHEREAS, the term of the Office of Municipal Judge has expired; and

WHEREAS, the services to be performed in such office are regulated by law and the person to be appointed is practicing a recognized profession;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of January, 2003, that Lester Maisto, Esq. is appointed as Municipal Judge for a term expiring 12/31/2005.

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



Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 23

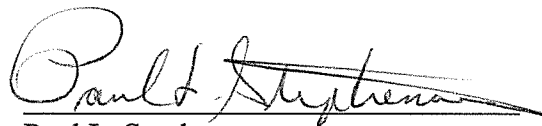
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR OR VETERANS DEDUCTION

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error and veteran deductions.

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 28th day of January, 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

MORTGAGE SERVICE CENTER PO BOX 5452 MT. LAUREL, N.J. 08054-5452 BLOCK 421 LOT 2 12 CREEKVIEW ROAD OVERPAYMENT TAXES	\$1605.93
TRIDENT LAND TRANSFER 1409 KINGS HIGHWAY NORTH CHERRY HILL, N.J. 08034 BLOCK 814 LOT 6 198 EASTBROOK LANE OVERPAYMENT TAXES	809.06
GMAC MTG. 3451 HAMMOND AVENUE WATERLOO, IA. 50702 BLOCK 235 LOT 18 60 BALLAD LANE OVERPAYMENT TAXES	492.25
ROBERT & PATRICIA GOLDEN 22 BOSWORTH LANE BLOCK 216 LOT 13 22 BOSWORTH LANE OVERPAYMENT TAXES	200.00
TRANSAMERICA TAX SERVICE 58 SOUTH SERVICE RD. SUITE 210 MELVILLE, N.Y. 11747 BLOCK 820 LOT 3 11 ENDWELL LANE OVERPAYMENT TAXES	948.73
FIRST AMERICAN REAL ESTATE TAX SERVICE 3445 WINTON PLACE SUITE 219 ROCHESTER, N.Y. 14623 BLOCK 1020 LOT 40 287 NORTHAMPTON DRIVE VETERAN DEDUCTION	200.00

FIRST AMERICAN REAL ESTATE TAX SERVICE 200.00
3445 WINTON PLACE
SUITE 219
ROCHESTER, N.Y. 14623
BLOCK 210
LOT 28
59 BALDWIN LANE
VETERAN DEDUCTION

FIRST AMERICAN REAL ESTATE TAX SERVICE 200.00
3445 WINTON PLACE
SUITE 219
ROCHESTER, N.Y. 14623
BLOCK 105
LOT 9
14 SHEFFIELD DRIVE
VETERAN DEDUCTION

PAUL H. BERNARD 200.00
1 EDGELY LANE
BLOCK 833
LOT 33
1 EDGELY LANE
VETERAN DEDUCTION

TRANSAMERICA REAL ESTATE TAX SERVICE 200.00
SUITE 210, 58 SOUTH SERVICE ROAD
MELLVILLE, N.Y. 11747
BLOCK 241
LOT 33
59 BERKSHIRE LANE
VETERAN DEDUCTION

ALFRED C. KEIL 200.00
22 EDGELY LANE
BLOCK 832
LOT 23
22 EDGELY LANE
VETERAN DEDUCTION

RESOLUTION NO. 2003 – 24

**A RESOLUTION AUTHORIZING CHANGE ORDERS FOR
RENEWAL ECONOMIC ADVISORS, LLC, LIBRARY AT
TOWN CENTER**

WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and


WHEREAS, Remington & Vernick Engineers (Clerk of the Works) have reviewed and approved Change Orders Number 26 through Number 28 to increase the contract to include the items listed in the attached paperwork; and

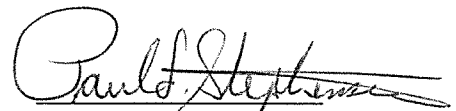
WHEREAS, the Rules of the Local Finance Board require such change orders to be approved by prior resolution of the Township Council;

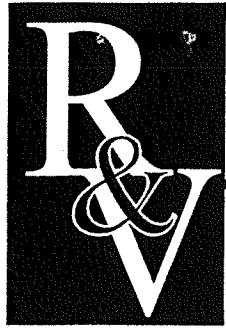
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of January, 2003, as follows:

1. Change Order #26 (\$ 90,000.00) Township share of party walls.
2. Change Order #27 (\$ 70,000.00) Excess general condition costs.
3. Change Order #28 (\$ 10,000.00) One third of retail canopy and east canopy in excess of contract budget allowance.
4. Change Orders 26 – 28 result in an increase of \$170,000.00 (nothing to ReNewal as per negotiated settlement).
5. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

Attest:


Marie Annese, RMC
Township Clerk


Paul L. Stephenson
Mayor



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

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

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

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
 Burlington City, NJ 08016
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 (609) 522-5313 (fax)

**Remington, Vernick
 & Beach Engineers**

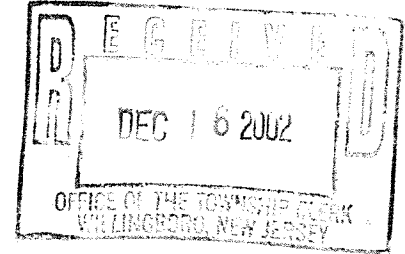
922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

www.rve.com

December 11, 2002

Ms. Denise Rose, Township Manager
 Willingboro Township
 One Salem Road
 Willingboro, NJ 018436



Re: Library at Town Center - Change Orders #26-#28

Dear Ms. Rose:

Executed originals of Change Order #26-#28 for the above referenced project will be submitted to your office by Renewal Economic Advisors. Remington & Vernick Engineers has reviewed the change orders for appropriateness under the terms of the contract documents as negotiated by the Township Solicitor and verified the costs as accurate. We therefore recommend approval of a change to the Renewal Economic Advisors, LLC contract in the following amount:

CO#26	\$ 90,000.00	Township share of party walls.
CO#27	\$ 70,000.00	Excess general condition costs.
CO#28	\$ 10,000.00	One third of retail canopy and east canopy in excess of contract budget allowance.

Total \$170,000.00

Per the negotiated settlement Renewal Economic Advisors is not entitled to 5% of the above listed change orders.

Sweetwater (CO#1-#28)	\$596,174.98
Renewal (5% CO#1-#25)	\$ 21,308.74
Total to Date	\$617,483.72

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

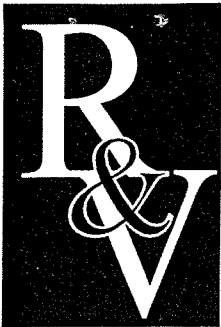
Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor

Matthew L. Taylor
 Project Manager

Enclosure (s)

cc: Steve Jaffe, Renewal Economic Advisors, John Seitz, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp., Barbara Lightfoot, Willingboro, Marie Annese, Township Clerk Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager,



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

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

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

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

**Remington, Vernick
 & Vena Engineers**

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

**Remington, Vernick
 & Walberg Engineers**

845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

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

**Remington, Vernick
 & Beach Engineers**

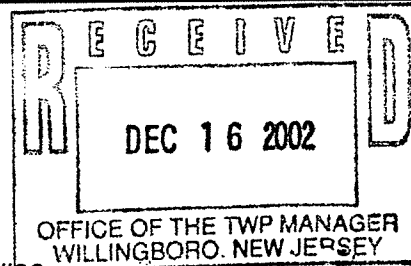
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December 11, 2002

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Total to Date	\$617,483.72

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor

Matthew L. Taylor
 Project Manager

Enclosure (s)

cc: Steve Jaffe, Renewal Economic Advisors, John Seitz, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp., Barabara Lightfoot, Willingboro, Marie Anness, Township Clerk Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager,

Certification Of Availability of Funds

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

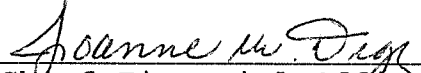
Resolution Date: 01/29/03
Resolution Number: 2003-23

Vendor: RENEW050 RENEWAL ECONOMIC ADVISORS, LLC
ONE GATEWAY CENTER
9TH FLOOR
NEWARK, NJ 07102

Contract: 02-00022 BAL SWEETWATER & RENEWAL 6/02

Account Number	Amount	Department
C-04-55-900-002-916	167,641.64	2000 GENERAL CAPITAL
Total	167,641.64	

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 Twp Library
Sweetwater & Renewal Contract**

Contract & Change Orders

Original Contract Sweetwater	5,017,260.00	
Original Contract Renewal	266,713.00	?
Change Order 1-7	107,520.98	
change Order 8-9	166,121.40	
Change Order 10-13	36,406.85	
Change Order 14-18	13,684.65	
Change Order <i>19-25</i>	123,749.85	
Total Contract	5,731,456.73	

Payments

Appl 1	-76,500.00
Appl 2	-338,330.35
Appl 3 & 5	-168,547.56
Appl 4	-227,176.00
Appl 6	-109,217.00
Appl 7	-386,313.50
Appl 8	-477,033.80
Appl 9	-589,983.34
Appl 10	-670,591.34
Appl 11	-746,371.56
Appl 12	-527,793.62
Appl 13	-165,782.54
Appl 14	-294,274.90
Appl 15	-304,610.90
Appl 15	-178,757.54
Appl 16	-175,653.82
Appl 17	
Appl 18	
Appl 19	
Appl 20	
Total	-5,436,937.77

Balance as of 01/10/03

294,518.96

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

TELEFAX COVER SHEET

TO: Matt Taylor
COMPANY: Remington & Verwick
DATE: 1/29/03
TO FAX NO. 856-795-3684

FROM: Marie Anese **EXT.** 6202 **PAGES** 2

SUBJECT: Res. 2003-23 C.O. Renewal
 Econ Adv - Library

FOR YOUR INFORMATION **PLEASE RESPOND**

THANK YOU.

RESOLUTION NO. 2003 - 25
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

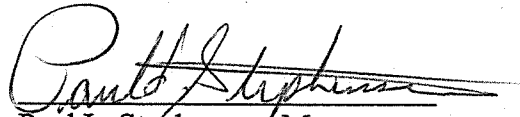
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/28, 2003, that an Executive Session closed to the public shall be held on 1/28, 2003, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Paul L. Stephenson, Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

Resolution Number 2003 – 26
Authorizing Participation in the
Burlington County Shared Services Forum

WHEREAS, the municipalities and school districts within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

WHEREAS, it is believed that jointly sharing services provided by various municipalities and school districts will be cost effective and efficient; and

WHEREAS, there is a need to facilitate shared services; and

WHEREAS, at the Burlington County Shared Services Forum Coordinating Council meeting of December 13, 2002, all members present agreed to increase their funding commitment to the Burlington County Shared Services Forum for 2003. The new funding contribution is based on the following schedule:

Under 5000 population	=	\$300
5000-15000 population	=	\$750
Over 15000 population	=	\$1500.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 28th day of January, 2003, that the Township of Willingboro does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

BE IT FURTHER RESOLVED that the following two representatives of the Township, Dr. Paul L. Stephenson, Mayor and Denise Rose, Township Manager are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum and/or its subcommittees for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

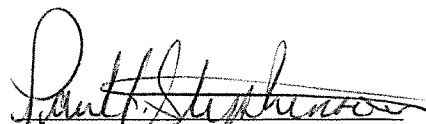
BE IT FURTHER RESOLVED that the Township Council of the Township of Willingboro hereby authorizes a nominal contribution to the Burlington County Shared Services Forum in the amount of \$1,500 to help pay for Shared Services facilitation/consultation services; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders, the Township Manager of Maple Shade and Jersey Professional Management.

Attest



Marie Annese
Township Clerk



Dr. Paul L. Stephenson
Mayor

✓

RESOLUTION NO. 2003 - 27
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

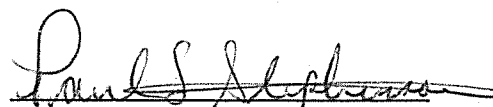
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/4, 2003, that an Executive Session closed to the public shall be held on 2/4, 2003, at 8:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Paul L. Stephenson, Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 28

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 1 = \$50,966.50 and Phase 2 = \$412,835.00) for a total bid award of \$463,801.50; and

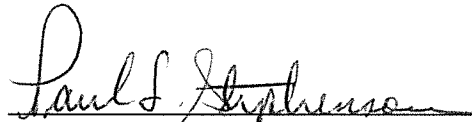
WHEREAS, previous Change Orders have been submitted and approved (CO No. 1 for Phase 1 – a reduction of \$4,670.00 for an adjusted amount of contract to \$46,296.50 and CO No. 2 for Phase 2 – an increase of \$9,792.00 for an adjusted amount of contract to \$422,627.00) which increased the total contract from \$463,801.50 to \$468,923.50; and


WHEREAS, the Engineer has submitted paperwork for Payment Certification No. 4 and **Change Order No. 3 for Phase II (an increase of Supplemental + \$5,916.00 and Extra + \$1,721.50, an increase of \$7,637.50)** which increases the total contract from \$468,923.50 to \$476,561.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of February, 2003, that the above Change Order No. 3 be approved.

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


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: 02/04/03


Resolution Number: 2003-28

Vendor: AMERI032 AMERICAN ASPHALT CO, INC
116 MAIN ST
WEST COLLINGSWOOD H, NJ 08059

Contract: 02-00031 AMERICAN ASPHALT SALEM RD
ROAD PROJ

Account Number	Amount	Department
C-04-55-902-004-921	7,637.50	2002 GENERAL CAPITAL
Total	7,637.50	

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



Chief Financial Officer

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

January 27, 2003

Mark E. Malinowski, PE

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

John P. Augustino

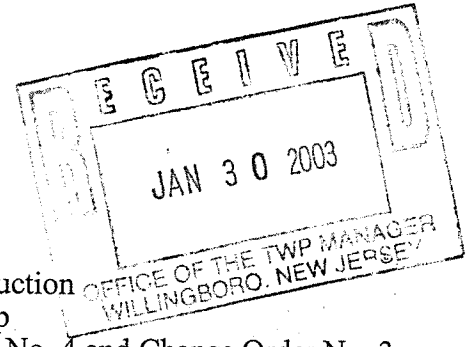
Stephen L. Berger

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

Barry S. Dirkin

Carl A. Turner, PE

RE: Salem Road Reconstruction
Willingboro Township
Payment Certification No. 4 and Change Order No. 3
LWR File No. 2000-39-34



Dear Ms. Rose:

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

Eight Thousand Six Hundred and Forty-Eight Dollars and 99/100-- (\$8,648.99)

This is in accordance with the enclosed Payment Certification and Change Order No. 3.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE
Willingboro Township Engineer

CAT: JPA: dac

Enclosures

cc: American Asphalt Company, Inc.
John P. Augustino, LWR Director of Inspections

2000-39-34\MISC\PAYCERT-4-J23.DOC (03)

CHANGE ORDER NO. 3

Contractor American Asphalt Company, Inc.
Address 116 Main Street
West Collingswood Heights, NJ 08059

Date January 23, 2003
Project No. 2000-39-34
Salem Road Reconstruction
Township of Willingboro

Gentlemen:

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

Location and reason for changes,

SUPPLEMENTAL

No.	Description	Quantity	Unit Price	Amount
S2	4" Thick Concrete Sidewalk with Wire	82.8 SY	\$50.00	\$4,140.00
S3	Epoxy Resin Directional Arrows	5 UT	\$180.00	\$900.00
S4	Traffic Signs (R1-1)	2 UT	\$198.00	\$396.00
S5	Traffic Signs (R3-2 and R3-4)	2 UT	\$150.00	\$300.00
S6	Traffic Signs (Truck entrance - right lane)	1 UT	\$180.00	\$180.00
Total:				\$5,916.00

EXTRA

No.	Description	Quantity	Unit Price	Amount
10	Long Life Epoxy Traffic Stripes, 4" Wide	3,130 LF	\$0.55	\$1,721.50
Total:				\$1,721.50

Amount of Original Contract..... \$463,801.50

Carl A. Turner 1/29/03
Engineer Date

Adjusted amount of Contract due to previous Change Orders..... \$468,923.50

Willingboro Township
Municipality

Supplemental..... \$ 5,916.00

Extra..... \$ 1,721.50

Paul J. Stephens 1/04/03
Mayor Date



Reduction..... -0-

American Asphalt Company, Inc.
Contractor

Adjusted Amount of Contract..... \$ 476,561.00

Rohita A. Manoj S. 01/28/03
By: Signed Date

Change in Contract..... 2.75 %

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

to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY
COUNTY OF BURLINGTON

Pay To: American Asphalt Company, Inc.

Address: 116 Main Street, West Collingswood Heights, NJ 08059

Ordered by: _____ Terms: _____

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
	For the partial completion of work performed at the		
	Salem Road Reconstruction		
	PARTIAL ESTIMATE NO. 4 & CHANGE ORDER NO. 3		
	Total Amount Earned: \$ 369,228.72		
	Less Amount Previously Paid: \$ 353,195.16		
	Less 2% Retainage: \$ 7,384.57		
	Amount Due: \$ 8,648.99		
	LWR File No. 2000-39-34		\$ 8,648.99

CLAIMANT'S CERTIFICATION AND DECLARATION

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

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

(Check either but not both)

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

Robert A. Murphy
Signature

Vice President Cons.
Title

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

Signature Carl A. Turner
Title Willingboro Township Engineer

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

Partial Payment No.4

Phase II - Salem Road Reconstruction
 Township of Willingboro
 LWR File No. 2000-39-34
 American Asphalt Company, Inc.

Through
 1/22/03

Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
Phase II - Salem Road Reconstruction										
1	Maintenance & Protection of Traffic	1	LS	12,950.00	0.00	0.00	0.00	0.95	12,302.50	0.00
2	Existing Roadway Excavation	3,560	CY	74,760.00	0.00	0.00	0.00	3,134.00	65,814.00	0.00
3	Dense Graded Aggregate Base Course, 6" Thick	1,650	CY	54,450.00	0.00	0.00	0.00	900.50	29,716.50	0.00
4	Milling, 0-3"	300	SY	3,000.00	0.00	0.00	0.00	240.00	2,400.00	0.00
5	Concrete Curb	3,750	LF	65,625.00	0.00	0.00	0.00	3,750.00	65,625.00	0.00
6	6" R.C. Driveway Aprons	100	SY	5,000.00	0.00	0.00	0.00	42.40	2,120.00	0.00
7	6" R.C. Handicap Ramps	40	SY	2,000.00	0.00	0.00	0.00	28.90	1,445.00	0.00
8	Bituminous Stabilized Base Course, Mix 1-2, 5" Thick	13,000	SY	125,450.00	0.00	0.00	0.00	11,555.70	111,512.51	0.00
9	Bituminous Concrete Surface Course, Mix 1-5, 2" Thick	13,000	SY	64,350.00	0.00	0.00	0.00	11,795.70	58,388.72	0.00
10	Long Life Epoxy Traffic Stripes, 4" Wide	4,500	LF	2,475.00	0.00	0.00	0.00	7,630.00	4,196.50	0.00
11	Manhole Casting Adjustment	7	UT	2,100.00	0.00	0.00	0.00	UT	0.00	0.00
12	Gas Valve Adjustment	9	UT	675.00	0.00	0.00	0.00	UT	0.00	0.00
S1	15" Class V RCP Storm Sewer	1	LS	9,792.00	1.00	9,792.00	9,792.00	1.00	0.00	9,792.00
S2	4" Thick Concrete Sidewalk with Wire	83	SY	0.00	82.80	4,140.00	4,140.00	82.80	0.00	4,140.00
S3	Epoxy Resin Directional Arrows	5	UT	0.00	5.00	900.00	900.00	5.00	0.00	900.00
S4	Traffic Signs (R1-1)	2	UT	0.00	2.00	396.00	396.00	2.00	0.00	396.00
S5	Traffic Signs (R3-2 and R3-4)	2	UT	0.00	2.00	300.00	300.00	2.00	0.00	300.00
S6	Traffic Sign (Truck entrance - right lane)	1	UT	0.00	1.00	180.00	180.00	1.00	0.00	180.00
TOTALS>				412,835.00		428,543.00			353,520.72	15,708.00
Total Amount Earned							\$369,228.72			
Less Amount Previously Pd							\$353,195.16			
Less 2% Retainage							\$7,384.57			
Amount Due							\$8,648.99			

RESOLUTION NO. 2003 -29

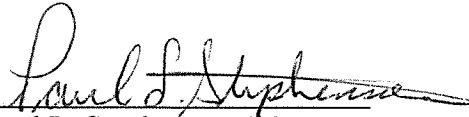
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH REMINGTON & VERNICK

WHEREAS, the need exists for engineering services for the Township of Willingboro; and

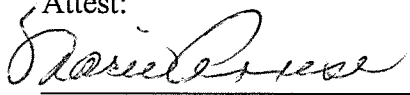
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of February, 2003, as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Remington & Vernick for Clerk-of-the-Works services for the Kennedy Center Renovations.
2. The duration of the contract is through April 30, 2003.
3. The amount of the contract is not to exceed \$27,160.00
4. 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.
5. A notice of this action shall be published once in the Burlington County Times.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC

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: 03/11/03
Resolution Number: 2003-29

Vendor: REMIN033 REMINGTON & VERNICK ENGINEERS
232 KINGS HIGHWAY
HADDONFIELD, NJ 08033

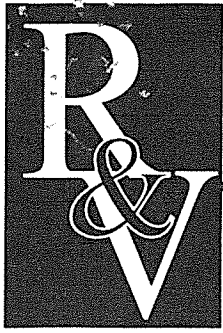
Contract: 02-00033 REMINGTON JFK CLERK OF WORKS

Account Number	Amount	Department
C-04-55-900-002-918	27,160.00	2000 GENERAL CAPITAL
Total	27,160.00	

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



Chief Financial Officer



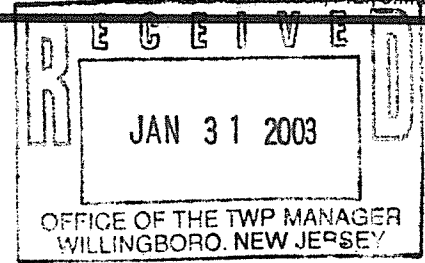
Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Walberg Engineers

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

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

January 28, 2003

Denise Rose, Township Manager
 Township of Willingboro
 One Salem Rd. – Municipal Complex
 Willingboro, NJ 08046



RE: Clerk-of-the-Works Proposal - Kennedy Center Renovations

Dear Ms. Rose:

As designated Clerk-of-the-Works representative for Senior Citizens Area Air Conditioning and Mechanical Modifications and Emergency Management Center Renovations at the Kennedy Center, our scope of services include reviewing plans, specifications and contracts; performing field observation visits, representing the Township at job progress meetings, providing payment and change order recommendations, maintaining project records, preparing punchlists, and preparing reports for Mayor and Council. Our August 30, 2002 proposal was based on, and subsequent resolution 2002 – 137 approved, a contract duration through December 31, 2002. Construction activity is ongoing in both projects with substantial completion anticipated in February for the Senior Citizens Area and April for the Emergency Management Area.

In order to continue field observation, progress meeting, payment & change order recommendation, progress report, project records, and punchlist services through project close-out, we respectfully request an extension of our existing contract through April 30, 2001. The attached spreadsheets indicate anticipated duties remaining, manpower allocation and associated hourly rates for the four-month duration. We respectfully request an additional not-to-exceed amount of \$27,160 to be billed at the attached hourly rates. Our total request is reduced by costs associated with punchlist inspections. Punchlist inspections were included in initial proposal and have not been performed to date.

If you have any questions or require any additional information, please do not hesitate to contact our office at (856) 795-9596.

Very truly yours,
Remington & Vernick Engineers, Inc.

Matthew L. Taylor, MCP, Project Manager

Edward Vernick, P.E., C.M.E., President

CC: Mayor and Council, Craig Remington, L.S., P.P, Vice President, Brad Blubaugh, Director of Operations, Anthony Donofrio, CMI, ET, Project Manager, Wendell Bibbs, P.E., Paul K. Martin, Construction Manager

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

**Remington, Vernick
 & Vena Engineers**

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

**Remington, Vernick
 & Walberg Engineers**

845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

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

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

www.rve.com

REMINGTON & VERNICK ENGINEERS, INC.
COST PROPOSAL

CLIENT NAME: Willingboro Township

PROJECT DESCRIPTION:
 Kennedy Center Renovations
 Senior Citizens Area

TASK DESCRIPTION	TITLES							TOTAL
	Principal	Project Manager	Construction Manager	Mech./Elec. Engineer	Field Manager	Environment Engineer	Admin. Assistant	
Plan/Specification/Contract Review			0	0	0			0
Field Observation Visits			16	0	24			
Job Progress Meetings			8					8
Payment & Change Order Recommendations			16					16
Progress Reports			8					8
Project Records			16					16
Punchlists			8	8	8			
Correspondence							8	
TOTAL HOURS	0	0	72	8	32	0	8	48
HOURLY RATE	\$130.00	\$95.00	\$70.00	\$100.00	\$70.00	\$85.00	\$45.00	
TOTAL LABOR	\$0.00	\$0.00	\$5,040.00	\$800.00	\$2,240.00	\$0.00	\$360.00	\$8,440.00
TOTAL COST	\$0	\$0	\$5,040	\$800	\$2,240	\$0	\$360	\$8,440

COMMENTS: Cost proposal will be reduced by punchlist costs (\$1,920) included in initial proposal/contract. Mileage @ .34 cents per mile.

REMINGTON & VERNICK ENGINEERS, INC.
COST PROPOSAL

CLIENT NAME: Willingboro Township

PROJECT DESCRIPTION:
 Kennedy Center Renovations
 Emergency Management Center

TASK DESCRIPTION	TITLES							TOTAL
	Principal	Project Manager	Construction Manager	Mech./Elec. Engineer	Field Manager	Environment Engineer	Admin. Assistant	
Plan/Specification/Contract Review		0	0		0	0		0
Field Observation Visits		0	64		64	0		
Job Progress Meetings			40					40
Payment & Change Order Recommendations			64					64
Progress Reports			24					24
Project Records			24					24
Punchlists			16		16			
Correspondence						8	8	
TOTAL HOURS	0	0	232	0	80	8	8	152
HOURLY RATE	\$130.00	\$95.00	\$70.00	\$100.00	\$70.00	\$85.00	\$45.00	
TOTAL LABOR	\$0.00	\$0.00	\$16,240.00	\$0.00	\$5,600.00	\$680.00	\$360.00	\$22,880.00
TOTAL COST	\$0	\$0	\$16,240	\$0	\$5,600	\$680	\$360	\$22,880

COMMENTS: Cost proposal will be reduced by punchlist costs (\$2,240) included in initial proposal/contract. Mileage @ .34 cents per mile.

RESOLUTION NO. 2002 - 137

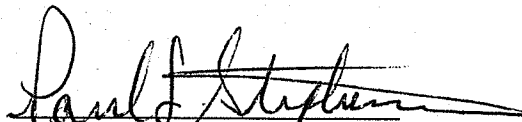
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH REMINGTON & VERNICK

WHEREAS, the need exists for engineering 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 3rd day of September 2002 as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Remington & Vernick for Clerk-of-the-Works services for the Kennedy Center Renovations.
2. The duration of the contract is through December 31, 2002.
3. The amount of the contract is not to exceed \$44,120.
4. 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.
5. A notice of this action shall be published once in the Burlington County Times.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC

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: 09/06/02
Resolution Number: 2002-137

Vendor: REMIN033 REMINGTON & VERNICK ENGINEERS
232 KINGS HIGHWAY
HADDONFIELD, NJ 08033

Contract: 02-00033 REMINGTON JFK CLERK OF WORKS

Account Number	Amount	Department
C-04-55-900-002-918	44,120.00	2000 GENERAL CAPITAL
Total	44,120.00	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

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

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

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



Item 2

Change to Kennedy
CtZ
Renovations

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

August 30, 2002

SENIOR ASSOCIATES
John J. Cantwell, P.E., P.P., C.M.E.
John Dittenhofer, P.E., P.P., C.M.E.
Frank J. Seney, Jr., P.E., P.P., C.M.E.
Dorothy Vogt, P.E., P.P., C.M.E.
Annis K. Yoder, P.E., P.P., C.M.E.

Denise Rose, Township Manager
Township of Willingboro
One Salem Rd. - Municipal Complex
Willingboro, NJ 08046

RE: Clerk-of-the-Works Proposal
Kennedy Center Renovations

Remington & Vernick
Engineers
2 Kings Highway East
Edonfield, NJ 08033
(6) 795-9595
(6) 795-1882 (fax)
East Broad Street
Wilmington City, NJ 08016
(9) 387-7053
(9) 387-5320 (fax)

Dear Ms. Rose:

Remington & Vernick Engineers is pleased to submit our proposal for Clerk-of-the-Works representative services for HVAC Upgrades and Emergency Management Center Fit-Out at the Kennedy Center. Our scope of services includes reviewing plans, specifications and contracts; performing field observation visits, representing the Township at bi-weekly job progress meetings, providing payment and change order recommendations, maintaining project records, preparing punchlists, and preparing reports for Mayor and Council. We propose a fee not to exceed \$44,120 to be billed at our hourly rates. The attached spreadsheet indicates anticipated manpower allocation and associated hourly rates for an anticipated four-month duration through project completion and close-out.

If you have any questions or require any additional information, please do not hesitate to contact our office at (856) 795-9596.

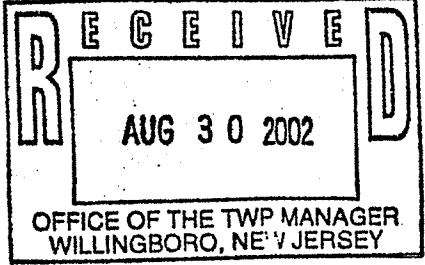
Remington, Vernick
Vena Engineers
Green Street
Lis River, NJ 08753
(2) 286-9220
(2) 505-8416 (fax)

Very truly yours,
Remington & Vernick Engineers, Inc.

Matthew Taylor

Matthew L. Taylor, Construction Manager

Edward Vernick
Edward Vernick, P.E., C.M.E., President



Remington, Vernick
Walberg Engineers
1 North Main Street
Lansantville, NJ 08232
(9) 645-7110
(9) 645-7076 (fax)

17 New Jersey Avenue
Lwood City, NJ 08260
(9) 522-5150
(9) 522-5313 (fax)
0 Highland Street
Level
Ricetown, NJ 08329
(9) 785-7000
(9) 785-3125 (fax)

Remington, Vernick
Beach Engineers
Fayette Street
Chochocken, PA 19428
(9) 940-1050
(9) 940-1161 (fax)

University Office Plaza
Commonwealth Building
Chapman Road, Ste. 104F
Dork, DE 19702
(9) 266-0212
(9) 266-6208 (fax)

CC: Mayor and Council, Craig Remington, L.S., P.P., Vice President, Brad Blubaugh, Director of Operations, Anthony Donofrio, CMI, ET, Project Manager, Wendell Bibbs, P.E., Paul K. Martin, Construction Manager

rw.ve.com

Established in 1901

REMINGTON & VERNICK ENGINEERS, INC.
COST PROPOSAL

CLIENT NAME: Willingboro Township

PROJECT DESCRIPTION:
 Kennedy Center Renovations
 HVAC Upgrades

TASK DESCRIPTION	RATES								TOTAL
	Principal	Project Manager	Construction Manager	Mech/Elec Engineer	Field Manager	Instrumental Engineer	Admin Assistant		
Plan/Specification/Contract Review			16	16	8			40	
Field Observation Visits			24	16	16			32	
Job Progress Meetings			32					48	
Payment & Change Order Recommendations			48					16	
Progress Reports			16					16	
Project Records			16					16	
Punchlists			8	8	8			8	
Correspondence				40	32			8	
TOTAL HOURS	0	0	160	40	32	0	8	152	
HOURLY RATE	\$130.00	\$95.00	\$70.00	\$100.00	\$70.00	\$85.00	\$45.00		
TOTAL LABOR	\$0.00	\$0.00	\$11,200.00	\$4,000.00	\$2,240.00	\$0.00	\$360.00	\$17,800.00	
TOTAL COST	\$0	\$0	\$11,200	\$4,000	\$2,240	\$0	\$360	\$17,800	

COMMENTS: The project will be Time and Material with a Not-to-Exceed cap.

REMINGTON & VERNICK ENGINEERS, INC.
COST PROPOSAL

CLIENT NAME: Willingboro Township

PROJECT DESCRIPTION:
 Kennedy Center Renovations
 Emergency Management Center

TASK DESCRIPTION	HOURS										TOTAL
	Principal	Project Manager	Construction Manager	Mech/Elec Engineer	Field Manager	Environment Engineer	Admin Assistant				
Plan/Specification/Contract Review		8	24		8						48
Field Observation Visits			40		40						64
Job Progress Meetings			64								64
Payment & Change Order Recommendations			64								64
Progress Reports			24								24
Project Records			24								24
Punchlists			16		16						32
Correspondence			256								256
TOTAL HOURS	0	16	256	0	64	8	8	8			224
HOURLY RATE											
	\$130.00	\$95.00	\$70.00	\$100.00	\$70.00	\$85.00	\$45.00				
TOTAL LABOR	\$0.00	\$1,520.00	\$17,920.00	\$0.00	\$4,480.00	\$2,040.00	\$360.00				\$26,320.00
TOTAL COST	\$0	\$1,520	\$17,920	\$0	\$4,480	\$2,040	\$360				\$26,320

COMMENTS: The project will be Time and Material with a Not-to-Exceed cap.

RESOLUTION NO. 2003 – 30

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR LEVY
CONSTRUCTION COMPANY – KENNEDY CENTER EMERGENCY
MANAGEMENT OFFICE**

WHEREAS, Willingboro Township Council has contracted with Levy Construction Company for work to be done for the Emergency Management Office at the Kennedy Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) submitted Change Orders Number 1 through Number 4 to increase the contract from \$428,400.00 to \$441,257.00 and said Change Orders were approved by Resolution No. 2002 – 158; and


WHEREAS, Remington & Vernick (Clerk of the Works) has submitted Change Order Number 5 for an increase of \$6,791.00 to include the item listed in the attached paperwork; and

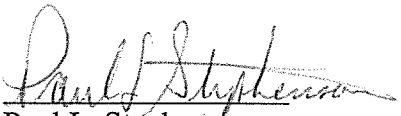
WHEREAS, the Rules of the Local Finance Board require such change orders to be approved by prior resolution of the Township Council;

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

1. Change Order # 5 \$ 6,791.00 Additional HVAC system work.
2. Change Order #5 Results in an increase of the contract amount from \$441,257.00 to **\$448,048.00**.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

Attest:


Marie Annese, RMC
Township Clerk


Paul L. Stephenson
Mayor

Certification Of Availability of Funds

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

Resolution Date: 02/12/03

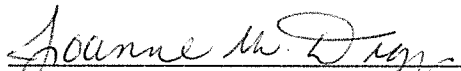
Resolution Number: 2003-30

Vendor: LEVY LEVY CONSTRUCTION CO
134 CUTHBERT BLVD
AUDUBON, NJ

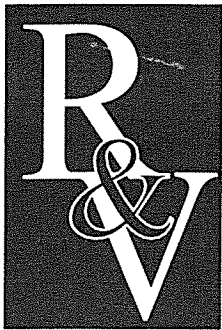
Contract: 02-00021 LEVY -RENOV EMERG MGMT RM 2

Account Number	Amount	Department
C-04-55-900-002-918	6,791.00	2000 GENERAL CAPITAL
Total	6,791.00	

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



Chief Financial Officer



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

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

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

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

**Remington, Vernick
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**Remington, Vernick
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 (610) 940-1161 (fax)

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

www.rve.com

January 13, 2002

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

Re: Kennedy Center Emergency Management Office
 Change Order #5

Dear Ms. Rose:

Enclosed, please find copies of correspondence from Levy Construction Company requesting payment for Change Order #5 for the above referenced project. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the costs and/or credits as reasonable and just. We therefore recommend approval of a change to the contract in the following amount:

CO#5 \$ 6,791.00 Additional HVAC system work resulting from placing roof-top units on structural steel above roof deck, including sheet metal, insulation, weatherproofing, duct curbs, and anchoring RTUs.

Original Contract Amount	\$ 428,400.00
Change Orders to Date (CO#1-#5)	\$ 19,648.00
Revised Contract Amount	\$ 448,048.00

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor

Matthew L. Taylor, MCP
 Project Manager

Enclosure (s)

cc: Simon Levy, Levy Construction Company, Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Frank Loehr, Field Manager

LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08108-1066
(956) 547-0707 FAX (856) 547-2424

Matt Taylor
Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ. 08033

January 13, 2003

FAXED

Re: Kennedy Center
Emergency Management Office # 2

Dear Matt;

On the following two pages, please find a hard to understand letter, and "in the end" he is reducing the change order request to \$6,791.00.

Please advise.

RECEIVED
JAN 13 2003
REMINGTON & VERNICK ENGINEERS
CONSTRUCTION MANAGEMENT

Very Truly Yours,

Levy Co.

Simon Levy

RECEIVED
JAN 13 2003
REMINGTON & VERNICK ENGINEERS
CONSTRUCTION MANAGEMENT



SPS Mechanical Inc.

Sal's Plumbing Service

68 Paulsboro Road, Suite 1
Woolwich Twp., NJ 08085
www.spsmechanical.com

Phone: (856) 467-0327
Fax: (856) 467-8793

NJ Lic. #7714
OE Lic. #D0776
Wilm. Lic. #022342

January 13, 2003

Mr. Simon Levy
Levy Construction Co., Inc.
134 Cuthbert Blvd.
Audubon, NJ 08106-1066

RE: Kennedy Center, Willingboro NJ

Dear Simon,

Sorry for the delay, but I was out of the office a lot this past week and had to discuss this matter with the other contractors involved.

I would like to clarify a couple of points in Matthew Taylor's January 8 memo.

Regarding curbs, the two original rooftop unit curbs were not fabricated by Chambers, but were provided with the units by Trane. These were submitted and approved by Technical Associates in August. We finally released them October 11, 2002. Because of subsequent changes in steel, they cannot be installed.

Secondly, we included labor to anchor the units because we were originally going to set these units on roof curbs - no anchoring required. Now we are going to set them on raised steel and we will have to figure out a way to anchor them, most likely by drilling or burning through the steel and bolting them down.

Having said that, we are as anxious as everyone else to settle this matter and move on. To help with this process, we propose to delete overhead and profit (\$1,559.00). Accurate will knock off the 5% they say they put on their cost (\$110.00). As a contractor, you know that whenever we estimate hours too tightly, we risk losing money when the job doesn't go smoothly. But to no further lower the cost, we will cut duct installation above the roof to 8 hours (\$440.00). The above changes would reduce the change order to \$6,791.00.

Pg. 1

SENT BY: ;

856 467 8793;

JAN-13-03 2:57PM;

PAGE 2/2

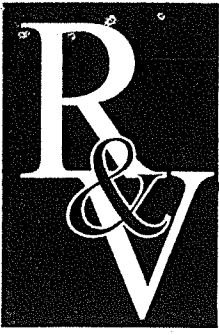
If this isn't acceptable, all of the contractors have expressed a willingness to perform the work on a time and material basis.

Yours truly,

SPS Mechanical Inc.



Joe Ambrose



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

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

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



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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

18 East Broad Street
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4907 New Jersey Avenue
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 (609) 522-5150
 (609) 522-5313 (fax)

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

www.rve.com

Memorandum

To: Simon Levy, Levy Construction Company
From: Matthew L. Taylor, Project Manager MT
CC: Denise Rose, Willingboro Township Manager
Project: Willingboro Township – #0338A002
 Kennedy Center – Emergency Management Center
Re: Change Order Request
Date: January 8, 2003

Our office has reviewed the SPS Mechanical letter, dated January 7, 2003, detailing costs associated with the installation of the roof-top units on support steel above the roof deck. Please note the following concerns:

Chambers Sheet Metal

Price to fabricate duct risers does not credit original roof curbs required to set units prior to additional support steel being added. Your subcontractor was not released to fabricate prior to the RTU support changes.

Accurate Insulation

Hourly rate utilized for Laborer to insulate and weatherproof is too high at \$78.75/hr.

Kuhnel Company, Inc.

Field Labor amount (16 hrs.) estimated to install steel framing for duct curb support is too high. This specific work item does not take two Laborers a full day to complete.

SPS Mechanical

Labor amount (16 hrs.) estimated to extend duct work an additional two feet is too high. This specific work item does not take two individuals one full day to complete. Labor amount (16 hrs.) estimated to anchor RTUs to steel does not credit the amount of labor that would have been required to anchor the RTUs to the roof curbs.

Our office understands that you are working with the Township to install these units with the additional structural support required for safety purposes. Your offer to forego any overhead and profit on this change order request is greatly appreciated. Our office has estimated the additional HVAC system work including: duct curbs, additional duct, insulation/weatherproofing, and anchoring at \$5,900.

Please verify if your subcontractor can perform the work at this price. If acceptable our office will recommend approval of CO#6 for \$5,900. If unacceptable, we will recommend the issuance of a change order directive to complete the work on a time and materials basis, which our firm will field monitor. Please advise.

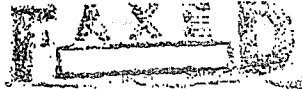
Again, thank you for your cooperation with these matters.

LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08106-1066
(856) 547-0707 FAX (856) 547-2424

Matt Taylor
Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ. 08033

January 8, 2003

Re: Kennedy Center
Willingboro Twp., NJ.



Dear Matt;

On the following two pages, please find letter from SPS Mechanical concerning the gas piping installation for the new HVAC units.

I have also included a letter concerning a more detailed explanation on the change order request.

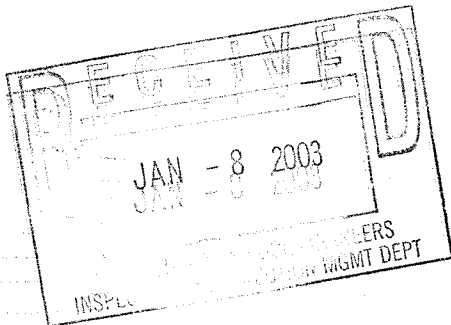
If it helps any, Levy Construction will forego any overhead and profit on this change order request.

Please let me have your thoughts.

Very Truly Yours,

~~Levy Co.~~

Simon Levy



SENT BY: ;

856 467 8793;

JAN-8-03 7:31AM;

PAGE 2/2



SPS Mechanical Inc.

Sal's Plumbing Services

68 Paulsboro Road, Suite 1
Woolwich Twp., NJ 08085
www.spsmechanical.com

Phone: (856) 467-0527
Fax: (856) 467-8793

NJ Lic. # 7714
DE Lic. # 60776
Wilm. Lic. # 022342

January 7, 2002

Levy Construction Company, Inc.
134 Cuthbert Blvd.
Audubon, NJ 08106-1066

Re: Kennedy Center
Willingboro, NJ

Dear Simon,

The following is a further breakdown of the additional cost of installation for the (2) rooftop HVAC units.

Chambers Sheet Metal:

To fabricate (4) lined duct risers to extend 2 ft. above the roof;

(1) 62 1/2 x 18 3/4, (2) 34 x 18, and (1) 54 3/4 x 26 3/4 and 4 duct curbs for the above risers.

Curbs	\$1,150	
Lined duct	1,000	\$2,150

Accurate Insulation:

To insulate and weatherproof (4) risers.

Material	\$ 743	
Labor (20 hrs.)	1,575	\$2,318

Kuhnel Company, Inc.:

To fabricate and install steel framing for duct curb support.

Shop labor 2 hrs.	\$90	
Field labor 16 hrs.	992	
Material & primer	118	\$1,200

SPS labor to install additional duct - 16 hrs. \$880 \$880

SPS labor to anchor RTU's to steel - 16 hrs. \$880 \$880

\$7,428

10% 742

\$8,170

10% 817

\$8,900

Yours truly,
SPS Mechanical Inc.

Joseph Ambrose

LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08106-1066
(856) 547-0707 FAX (856) 547-2424

Matt Taylor
Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ. 08033

December 24, 2002

Re: Kennedy Center
Emergency Management Office

Dear Matt;

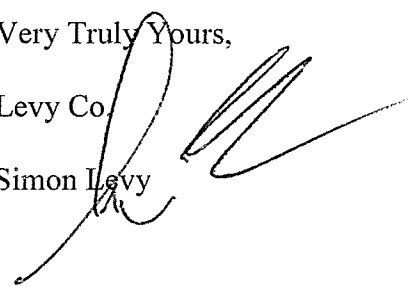
On the following two pages, please find our change order request for the additional work required by our HVAC contractor.

Please note that our subcontractor was able to reduce his price slightly.

Very Truly Yours,

Levy Co.

Simon Levy



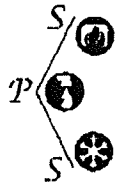
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LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08106-1066
(856) 547-0707 FAX (856) 547-2424

CHANGE ORDER REQUEST

SPE MECHANICAL, INC.	-----	\$8,900.00
15% Levy Construction	-----	\$1,335.00
Total Change Order Request	-----	\$10,235.00



SPS Mechanical Inc.

Sul's Plumbing Service

68 Paulsboro Road, Suite 1
Woolwich Twp., NJ 08085
www.spsmechanical.com

Phone: (856) 467-0527
Fax: (856) 467-8793

NJ Lic. #7714
DE Lic. #00776
Wilm. Lic. #022342

Mr. Simon Levy
Levy Construction Company, Inc.
134 Cuthbert Blvd.
Audubon, NJ 08106-1066

Re: Kennedy Center
Willingboro, NJ

Dear Simon,

The following is the breakdown of the additional cost of installation for the (2) roof top HVAC units resulting from having the units sit on the structural steel above the roof.

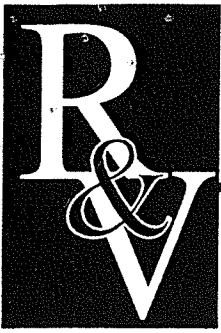
(4) Duct risers:	\$2,150.00
(1) 62 ½ x 18 ¾	-
(2) 34 x 18	-
(1) 54 ¾ x 26 ½	-
(4) Angle frames for duct penetrations	\$1,200.00
Insulate & weatherproof duct on roof	\$2,318.00
Labor to install duct	\$880.00
Labor to anchor RTU's to steel	\$880.00
Sub Total =	\$7428.00
+ 10% =	\$ 742.00
	\$8170.00
+ 10% =	\$817.00
Total	\$8,900.00

I adjusted the price to eliminate the labor to set (4) curbs since our contract called for us to set (2) larger curbs.

Yours truly,

SPS Mechanical Inc.


Joe Ambrose



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

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

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



Memorandum

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

SENIOR ASSOCIATES
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 Commonwealth Building
 260 Chapman Road Ste. 104F
 Newark, DE 19702
 (302) 266-0212
 (302) 266-6208 (fax)

www.rve.com

To: Simon Levy, Levy Construction Company

From: Matthew L. Taylor, Project Manager *MT*

Project: Willingboro Library

Re: CO Review Comments

Date: December 23, 2002

CC: Denise Rose, Township Manager

File No: 3338A002

The following comments are offered on behalf of Willingboro Township in review of potential change orders from SPS Mechanical for additional HVAC work due to the required above-roof steel supports for RTU #14 & RTU#15:

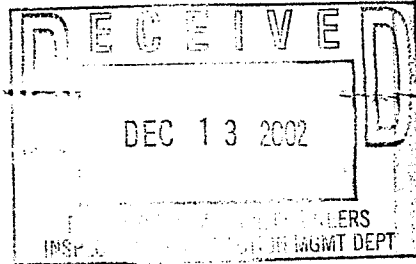
CO request \$10,925.00 - Revise/resubmit. Provide detailed breakdown of material and labor quantities and associated costs for each additional work item required. Submission provided includes only one non-itemized quote from your subcontractor.

LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08106-1066
(856) 547-0707 FAX (856) 547-2424

Matt Taylor
Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ. 08033

December 12, 2002

Re: Kennedy Center
Emergency Management Office # 2
Willingboro, NJ.



Dear Matt;

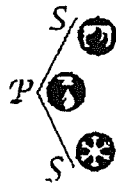
As per our phone conversation from the other day listed below is our change order request for the additional work by our HVAC contractor due to the required steel supports.

SPS Mechanical, Inc.	-----	\$9,500.00
15% Levy Construction	-----	\$1,425.00
Total Change Order Request	-----	\$10,925.00

Very Truly Yours,

Levy Co.

Simon Levy



SPS Mechanical Inc.

Sul's Plumbing Service

68 Paulsboro Road, Suite 1
Woolwich Twp., NJ 08085
www.spsmechanical.com

Phone: (856) 467-0527
Fax: (856) 467-8793

NJ Lic. # 7714
DE Lic. # 00778
Wilm. Lic. # 022342

December 11, 2002

Simon Levy
Levy Construction Co. Inc.
134 Cuthbert Blvd.
Audubon, NJ 08016

RE: Kennedy Center
Willingboro, NJ

CHANGE ORDER PROPOSAL

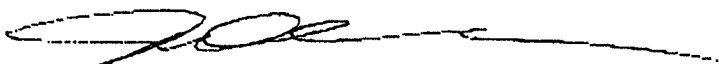
The additional cost of installation for the two roof top IIVAC units resulting from having the units sit on the structural steel above the roof

Total Cost \$9,500.00

This price includes additional sheet metal duct above the roof – insulated and weatherproofed, four duct curbs for roof penetrations, framing for these curbs below the roof, and anchoring the units to the steel.

This price does not include any flashing or other roof work.

Yours Truly
SPS Mechanical Inc.


Joe Ambrose

RESOLUTION NO. 2003 – 31

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

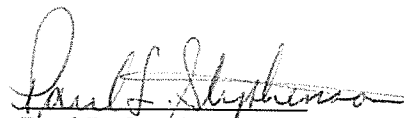
WHEREAS, Willingboro Township Council has contracted with F & H BUILDERS, INC. for work to be done at the Town Center Amphitheater; and


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

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

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

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


Paul L. Stephenson
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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: 01/23/04
Resolution Number: 2003-31

Vendor: FH F & H BUILDERS iNC
PO BPX 3
WILLINGBORO, NJ 08046

Contract: 02-00017 AMPHITHEATER TOWN CTR

Account Number	Amount	Department
C-04-55-901-004-931	1,500.00	2001 GENERAL CAPITAL FUND
Total	1,500.00	

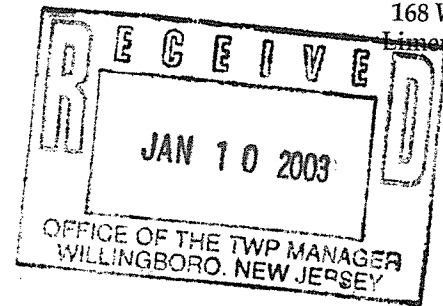
Only amounts for the 2004 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

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

January 9, 2003



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

Mark E. Malinowski, PE

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

John P. Augustino

Stephen L. Berger

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

Barry S. Dirkin

Carl A. Turner, PE

RE: Amphitheater Project
PSE&G Electric Conduit
LWR File No. 99-39-15-15-01

Dear Ms. Rose & Members of Council:

PSE&G has required that electric conduit be installed at two (2) locations adjacent to the rear of the amphitheater beneath the crosswalk. They have previously installed electric cable and are now requiring that conduit be installed next to the cable should a future repair be required. This would allow PSE&G to perform any repair work in the grass area without disrupting the paved walk. The cost for the procurement and installation of this conduit is \$1,500 and has been added to the Amphitheater Project under F & H Builders and amounts to a 0.005% increase. This cost is appropriate and I recommend approval.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.

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

Carl A. Turner, PE
Willingboro Township Engineer

CAT:db

c: John P. Augustino, Chief of Inspections, LWR, Inc.

99-39-15-15-01\LET\CATROSE-PSEGCONDUIT-J09.DOC (03)



CHANGE ORDER NO. 1

Contractor F & H Builders, Inc.

Date January 8, 2003

Address P.O. Box 3

Project No. 99-39-15-15-01

Willingboro, NJ 08046-0003

Willingboro Town Center Amphitheater

Willingboro Township

Gentlemen:

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

Location and reason for changes, adding conduits for lighting.

SUPPLEMENTAL

No.	Description	Quantity	Unit Price	Amount
1s	Electric Conduit @ 2 locations	LS	\$1,500.00	\$1,500.00

Amount of Original Contract..... \$282,500.00 Carl A Surver 1/8/03
 Engineer Date

Adjusted amount of Contract due to previous Change Orders..... 0 WILLINGBORO TOWNSHIP
 Municipality

Supplemental..... \$1,500.00
 Extra..... 0 Paul F. Stephenson
 Mayor Date

Reduction..... 0 F & H BUILDERS, INC.
 Contractor

Adjusted Amount of Contract..... \$284,000.00 [Signature] 109-03
 By: Signed Date

Change in Contract..... .0053%

F & H BUILDERS, INC.

ESTIMATE

P.O. Box 3
Willingboro, NJ 08046-0003

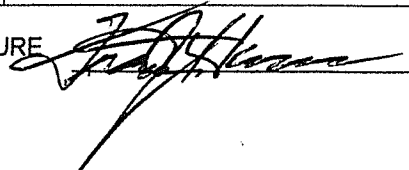
DATE	ESTIMATE
12/19/2002	393

NAME / ADDRESS
Willingboro, Amphitheater Willingboro Town Center Willingboro, NJ 08046

PROJECT
Electric Conduit

ITEM	DESCRIPTION	QTY	COST	AMOUNT	LABOR	TOTAL
Electric Con...	1) a* Material and labor cost to install 14 LF of 2" conduit SCH 40 PVC underground @ 2 separate location	2	750.00	1,500.00		1,500.00
Date _____	ACCEPTANCE OF PROPOSAL					
	Signature _____		0.00			
Phone (609) 877-7135 Fax (609) 871-2089 (email) f.h.builders@worldnet.att.net				TOTAL		\$1,500.00

OK
AS
12/31/02
99-39-15.15.01

SIGNATURE 

✓

RESOLUTION NO. 2003 - 302
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

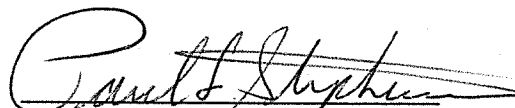
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/11, 2003, that an Executive Session closed to the public shall be held on 2/11, 2003, at 8:10 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

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 33

A RESOLUTION TO CANCEL TAXES

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

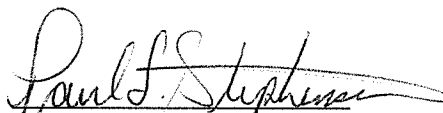
Year	Block/Lot/Qual	Assessed To	Amount
2002	421 / . 2	Edgar and Cynthia Bowles	\$2,355.60

WHEREAS, there was an added assessment levied against the property on the 2001 added list and an omitted/added levied for the same period on the 2002 added list; and


WHEREAS, N.J.S.A. 54:4-54 allows the governing body of the taxing district to order the correction to be made and a refund of payments when by mistake a property has been twice entered and assessed on the tax duplicate.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of February, 2003, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-54.

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

TOWNSHIP OF WILLINGBORO
ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046

INTEROFFICE MEMORANDUM

TO: Joanne Diggs, Tax Collector FROM: William R Tantum, Assessor
COMPANY: Township of Willingboro DATE: 2/5/03
RE: Block 421 Lot 2 - 12 Creekview
Road- Bowles, Edgar S & Cynthia L

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Joanne,
It has come to our attention that an added assessment was erroneously doubled on this property.

The prior owner of this property was a tax exempt veteran. When the property was sold on May 16, 2001 to Edgar and Cynthia Bowles, an added assessment was levied against the property on the 2001 added list. Unfortunately, a 2001 omitted/added for the same period was levied again on the 2002 added list.

Further, Edgar Bowles applied and was approved for tax exemption as a disabled veteran. This exemption became effective August 25, 2002.

It appears that the amount of taxes that should be cancelled as a result of the double assessment is \$2355.60. Please confirm these figures and send your recommendation to the Township Council for a resolution to forgive the same.

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: February 13, 2003

TO: Denise Rose

FROM: Joanne Diggs 

SUBJECT: Resolutions

Attached is a resolution to cancel taxes on 12 Creekview Road due to an improper assessment. See letter from Assessor attached.

I have also included another temporary budget. Since we encourage the use of blanket purchase orders, and there are some payments for insurance, etc. that are due at the beginning of the year, we need to increase the temporary budget to accommodate those items. Attached is a resolution to do that.

C. Marie Anesse ✓

RESOLUTION NO. 2003 - 34

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2003.

WHEREAS, Willingboro Township Council, on the 1st day of January, 2003 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2003,

WHEREAS, the adoption of the 2003 budget will be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of February, 2003 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows.

2-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	61,519.25
2-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	5,950.00
2-01-20-100-102-020	RECEPTIONIST OTHER EXPENSES:	11,565.00
2-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	12,562.50
2-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	6,625.00
2-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	11,250.00
2-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	4,465.00
2-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	31,034.00
2-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	6,275.00
2-01-20-130-000-010	FINANCE ADMIN SALARY & WAGES:	60,575.50
2-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	13,250.00
2-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	14,375.00
2-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	45,389.25
2-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	3,332.50
2-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	27,033.75
2-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	3,031.25
2-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	19,375.00
2-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	20,425.00
2-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	3,500.00
2-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	225.00
2-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	800.00
2-01-21-190-000-010	ZONING BOARD SALARY & WAGES:	29.00
2-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	537.50
2-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	56,641.25
2-01-22-195-195-020	CONST OFFICIAL OTHER EXPENSES:	1,312.50
2-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	66,070.50

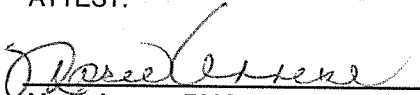
2-01-22-195-196-020	HOUSING INSPEC OTHER EXPENSES:	62,175.00
2-01-22-195-199-010	UNIFORM FIRE SALARY & WAGES:	7,871.00
2-01-23-210-001-020	LIABILITY INS OTHER EXPENSES:	135,620.25
2-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES:	451,300.00
2-01-23-225-000-175	Unemployment Insurance	7,500.00
2-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	33,018.50
2-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	12,165.00
2-01-25-240-241-010	PATROL SALARY & WAGES:	935,384.64
2-01-25-240-241-020	PATROL OTHER EXPENSES:	9,212.50
2-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	20,250.00
2-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	775.00
2-01-25-240-244-010	DETECTIVES SALARY & WAGES:	220,499.00
2-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	6,090.00
2-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	39,542.50
2-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	2,400.00
2-01-25-240-246-010	PROPERTY ID SALARY & WAGES:	9,373.75
2-01-25-240-246-020	PROPERTY ID OTHER EXPENSES:	137.50
2-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	82,948.75
2-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	85,673.50
2-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	120,375.25
2-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	900.00
2-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSES:	2,700.00
2-01-25-260-000-001	Emergency Squad - Contribution	8,750.00
2-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	125,300.00
2-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	69,375.00
2-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	8,461.50
2-01-26-290-290-010	PW ADMIN SALARY & WAGES:	20,358.75
2-01-26-290-290-020	PW ADMIN OTHER EXPENSES:	225.00
2-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	281,600.75
2-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	55,850.00
2-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	4,500.00
2-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	325.00
2-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	3,100.00
2-01-26-305-000-010	RECYCLING SALARY & WAGES:	11,803.50
2-01-26-305-000-020	RECYCLING OTHER EXPENSES:	1,324.00
2-01-26-305-001-001	Garbage & Trash - Contractual	200,165.00
2-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	16,193.75
2-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	41,571.00
2-01-27-330-000-010	PUBLIC HEALTH SALARY & WAGES:	15,000.00
2-01-27-330-000-020	PUBLIC HEALTH OTHER EXPENSES:	3,750.00
2-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	29,857.50
2-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	3,256.50
2-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	10,762.25
2-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,732.50
2-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES:	153,122.00
2-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES:	75,225.00
2-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	12,500.00
2-01-29-390-000-010	LIBRARY SALARY & WAGES:	10,855.50
2-01-29-390-000-020	LIBRARY OTHER EXPENSES:	277,750.00

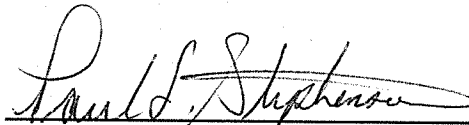
2-01-30-415-000-001	Accumulated Leave Compensation	25,609.25
2-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	44,750.00
2-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	98,750.00
2-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	23,500.00
2-01-31-445-000-020	WATER OTHER EXPENSES:	2,500.00
2-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	30,572.50
2-01-31-450-000-020	TELECOMMUNICAT OTHER EXPENSES:	18,500.00
2-01-31-460-000-020	GASOLINE OTHER EXPENSES:	24,250.00
2-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	228,750.00
2-01-36-471-000-020	PERS OTHER EXPENSES:	1,429.78
2-01-36-472-000-020	SOCIAL SECURIT OTHER EXPENSES:	200,500.00
2-01-43-490-000-010	MUN.COURT SALARY & WAGES:	44,928.00
2-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	3,026.25
2-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	3,376.75
2-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	750.00
		<hr/>
		4,966,977.92

ATTEST:

Dated: February 25, 2003

ATTEST:


 Marie Anesse RMC
 Township Clerk


 Paul L. Stephenson
 Mayor

RESOLUTION NO. 2003 - 35

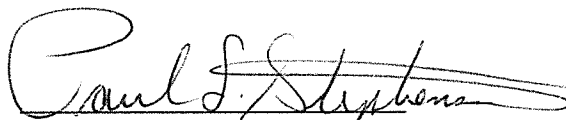
**A RESOLUTION AWARDING A PROFESSIONAL
SERVICES TO REMINGTON & VERNICK FOR
SINGLE PARCEL REDEVELOPMENT STUDY**

WHEREAS, the need exists for engineering services for the Township of Willingboro; and

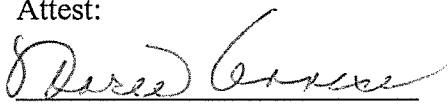
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

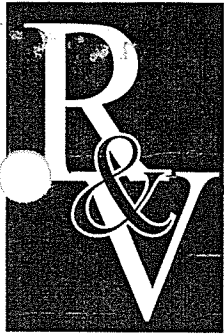
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of February, 2003, as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Remington & Vernick to provide a Single Parcel Redevelopment Study.
2. The duration of the contract is through December 31, 2003.
3. The amount of the contract is not to exceed \$2,600.00.
4. 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.
5. A notice of this action shall be published once in the Burlington County Times.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk



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

Executive

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

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

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

Remington & Vernick Engineers

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

18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

Remington, Vernick & Vena Engineers

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 Toms River, NJ 08753
 (732) 286-9220
 (732) 505-8416 (fax)

Remington, Vernick & Walberg Engineers

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 (609) 645-7076 (fax)

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

9550 Highland Street
 2nd Level
 Mauricetown, NJ 08329
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 (609) 785-3125 (fax)

Remington, Vernick & Beach Engineers

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University Office Plaza
 Commonwealth Building
 260 Chapman Road, Ste. 104F
 Newark, DE 19702
 (302) 265-0212
 (302) 265-6208 (fax)

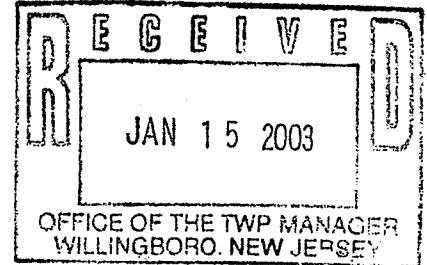
www.rve.com

Established in 1901

January 12, 2003

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

**Subj: Professional Services Proposal
 Single Parcel Redevelopment Study
 MH2003-01**



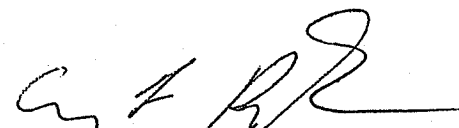
Dear Denise:

In accordance with your request of January 6, 2003, **REMINGTON & VERNICK ENGINEERS** is pleased to forward this proposal for the conduct of redevelopment planning involving a single parcel having thereon a single principal use. Said planning will involve the undertaking of a preliminary investigation for determination of an area in need of redevelopment in accordance with the statutory requirements enumerated under the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et. seq.), and providing a finding in the affirmative, the preparation of a Redevelopment Plan. The Plan will be broad in scope so as to permit the inclusion of as many viable alternatives as may ultimately be found to be appropriate by the Township. To avoid misunderstanding, this type of Plan will not set forth design scenarios.

For the lump sum fee of \$900.00, the firm can prepare the requisite preliminary investigation. The preparation of the Redevelopment Plan will entail a lump sum payment of \$1,700.00 for a total project cost of \$2,600.00.

We thank you for affording Remington & Vernick the opportunity to be considered for this project. Upon receipt of written authorization to proceed, work can commence at once.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS

By 
 Craig F. Remington, P.L.S., P.P.
 Vice President

cc: Edward Vernick, P.E., C.M.E., President
 Bradley Blubaugh, Director of Operations
 Michael Meyer, P.E., P.P., C.M.E.
 K. Wendell Bibbs, P.E., C.M.E.
 George Stevenson, Jr., P.P., AICP

✓

RESOLUTION NO. 2003 - 36
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

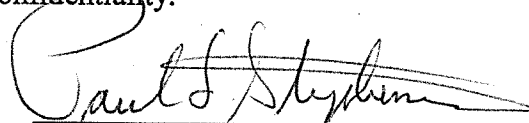
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/25, 2003, that an Executive Session closed to the public shall be held on 2/25, 2003, at 7.10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



Paul L. Stephenson, Mayor

ATTEST:



Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 37

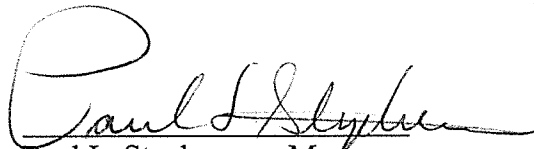
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH REMINGTON & VERNICK

WHEREAS, the need exists for engineering services for the Township of Willingboro; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et esq.) 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 25th day of February, 2003, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Remington & Vernick for Clerk-of-the-Works services for the **Municipal Building and Kennedy Center Renovations**.
2. The duration of the contract is through February 2004.
3. The amount of the contract is not to exceed \$45,072.00
4. 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.
5. 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: 02/25/03
Resolution Number: 2003-37

Vendor: REMIN033 REMINGTON & VERNICK ENGINEERS
232 KINGS HIGHWAY
HADDONFIELD, NJ 08033

Contract: 03-00001 REMINGTON MUN/JFK CLERK/WORKS

Account Number	Amount	Department
C-04-55-902-002-908	45,072.00	2002 GENERAL CAPITAL
Total	45,072.00	

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



Chief Financial Officer



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

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

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

February 24, 2003

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Diltankhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**

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

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 (302) 266-6208 (fax)

www.rve.com

Established in 1901

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

**Subj: Clerk-of-the-Works Services
 Municipal Building & Kennedy Center Renovations
 Willingboro Township**

Dear Ms. Rose:

REMINGTON & VERNICK ENGINEERS is pleased to submit this checklist for clerk-of-the-works services our firm can provide to the Willingboro Township during the project planning, construction, and post construction phases for the renovations of the Municipal Building and the Kennedy Center. Attached we have provided a detailed scope of services, cost proposal for project planning phase services, spreadsheet identifying duties with manpower allocation, and the hourly rates of the firm, for your review.

As identified in our scope of services, Remington & Vernick offers a variety of project planning services including project scheduling, cost estimating, contract review, and plans review for value engineering and constructability recommendations. Project planning is a crucial element in ensuring the overall success and quality of construction. The Project Management team's goal is to ensure the design meets the needs of the client at the lowest practical cost. We believe the experience of our Project Management Team, familiarity with the Township's goals, and the diversity of our support staff makes us an integral component to the planning phase of these projects.

We welcome the opportunity of working with Willingboro Township and Croxton Collaborative Architects on these projects. Should you have any questions or require additional information, please do not hesitate to contact Matthew L. Taylor, MCP, Project Manager at (856) 795-9596.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By

Edward Vernick, P.E., C.M.E.
 President

SCOPE OF SERVICES

PROJECT PLANNING & DESIGN PHASE

Project Scheduling - Prepare a master development schedule in conjunction with the Project Architect according to site logistics for rehabilitation with continued use of occupants at the Municipal Building and the Kennedy Center.

Project Coordination - Conduct project planning session meetings with Project Architect/Engineer, Township Council and the public (as needed) to review design options at conceptual phase, 50% construction document phase and 80% construction document phase for each building.

Value Engineering - Coordinate site visits with Project Architect/Engineers to analyze condition of existing structures and building systems in relation to use and occupancy requirements of Township. Review the project scope and design concept to verify budget and schedule compatibility. Review preliminary A/E plans to provide a report for each building with recommendations on time, cost, and quality control measures to be incorporated in design revisions.

Cost Estimating - Provide preliminary estimates of construction costs in conjunction with the Project Architect/Engineer to develop construction budget for Municipal Building and Kennedy Center.

Constructability Review - Review preliminary A/E plans to provide a report with recommendations on construction feasibility, ADA compliance, code compliance, project phasing, coordination of trades, and procurement strategy to be incorporated in design revisions for each building.

Permitting - Coordinate acquisition of all permits and outside agency approvals with the design professionals.

Contract Review - Review construction contract to be utilized for each project and recommend language and requirements to assure time and cost control during construction.

Bid Document Review - Review contract documents for conformity, completeness, and suitability for bidding. Coordinate bid documents, recommend procurement strategy, and assist with bid advertisement process for each project.

Pre-Bid Conference - Schedule and conduct pre-bid conference to discuss contract requirements, plans and specifications, and scope of work. Coordinate the issuance of addenda by A/E firms for both projects.

Bid Opening - Review and analyze bids and contractor qualifications for award recommendations.

CONSTRUCTION PHASE

Project Records- Maintain all project records including: contracts, reports, logs, correspondence, plans, specifications, addenda, and as-builts.

Plan Review. Review plans for familiarity with project, constructability, and staging issues.

Testing - Solicit proposals for material testing and specialty inspections. Provide supervision of all consultants.

Project Schedule - Review construction schedule, monitor schedule, and provide crisis management analysis. Review CPM schedule and monitor the contractor's detailed base schedule and monthly updates. Report to the owner for the duration of the project regarding milestones.

Preconstruction Meeting. Schedule and conduct pre-construction conferences with successful bidders to discuss contract requirements, scope of work, and coordination of trades. Distribute meeting minutes and issue notice to proceed.

Job Progress Meetings. Attend progress meetings as necessary with Project Architect, Project Engineer, and Contractor as the Owner's representative. Supply comments for minutes to serve as project record for Owner's decisions.

Submittals/RFIs. Distribute and track submittals, distribute and track contractor requests for information, maintain project files, and maintain logs.

Inspection. Perform field observation visits on site as necessary to ensure compliance with contract plans, specifications and Application for Payment. Provide on-site Field Manager to observe improvements.

Payment Recommendation. Review Contractor's Application for Payment to ensure accuracy based on work completed. Prepare letter and report of pay recommendation to Owner.

Change Orders/Credits. Negotiate with Contractor and consult with Project Architect, Project Engineer and Owner. Prepare cost estimates for letter and report for change order recommendation to Owner. Recommend alternative solutions and track all credits due owner. Maintain change order log.

Safety Programs - Review the safety programs developed by the contractors report compliance issues.

Project Status Reports - Prepare a monthly construction progress report for the Owner consisting of updates of the project directory, construction status, quality control, schedule, payment/change order recommendations, areas of concern, and photographs.

Preliminary/Final Punchlists. Identify preliminary and final punchlist items, consolidate design professional punchlists, and prepare letter and report for Owner.

Acceptance/Final Payment. Upon acceptance of project, prepare letter and report of final pay recommendation and completion of project in accordance with contract documents.

POST CONSTRUCTION PHASE

Operations - Coordinate transfer of operations manuals, warranties, and as-builts to the owner. Coordinate the final walk-through to assist owner in training of personnel to operate the facility.

Claims/Dispute Resolution - Provide documentation and advise to defend initial claims by contractors or others.

COST PROPOSAL

Please see the attached spreadsheet for a breakdown of the cost of services. Our total fee to provide the above-noted services for this project is \$45,072.00.

This proposal is for project planning and design phase activities only, construction and post – construction phase service proposal to follow. See attached cost proposal spread sheet indicating the anticipated manpower allocation and associated hourly rates for the preconstruction period. The project will be time and material with a not-to-exceed cap billed at the attached hourly rates (Remington & Vernick 2003 New Jersey Billing Schedule)

RESOLUTION NO. 2003 – 38

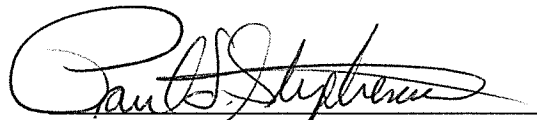
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR
OR SENIOR CITIZEN DEDUCTION**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to overpayments, payments in error and senior citizen deductions.

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

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

SADIE NEVELS 21 MONTCLAIR LANE BLOCK 505 LOT 8 21 MONTCLAIR LANE SENIOR CITIZEN DEDUCTION	\$250.00
ROSSER, SHERMAN A. SR. 56 TWISTING LANE BLOCK 1132 LOT 31 56 TWISTING LANE OVERPAYMENT TAXES	928.17
MURRAY FINANCIAL ASSOCIATION 406-Q LIPPINCOTT DRIVE PO BOX 968 MARLTON, N.J. 08053 BLOCK 1135 LOT 2 92 TRIANGLE LANE OVERPAYMENT TAXES	905.26
FIRST AMERICAN REAL ESTATE TAX SERVICE 3445 WINTON PLACE, SUITE 219 ROCHESTER, N.Y. 14623 BLOCK 125 LOT 8 134 SOMERSET DRIVE PAID ON WRONG PROPERTY	682.82
TAX REDEMPTION BLOCK 1022 LOT 15 43 NIAGARA LANE OVERPAYMENT TAXES	600.12
NETS ELECTRONIC TAX SVC. 1 HOME CAMPUS DES MOINES, IA 50328 BLOCK 414 LOT 26 33 COUNTRY CLUB ROAD VETERAN DEDUCTION	200.00
NETS ELECTRONIC TAX SVC. 1 HOME CAMPUS DES MOINES, IA. BLOCK 521 LOT 34 37 MARBORO LANE VETERAN DEDUCTION	200.00
GMAC MTG. CORP. ATTN: TAX REFUND 3451 HAMMOND AVE. WATERLOO, IA. 50702 BLOCK 235 LOT 18 60 BALLAD LANE 100% EXEMPT	746.75

RESOLUTION NO. 2003 – 39

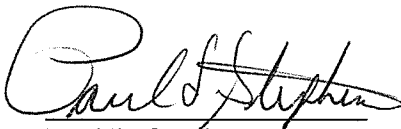
**A RESOLUTION AWARDING A PROFESSIONAL SERVICE
AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND
EVANS AND EVANS, INC.**

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

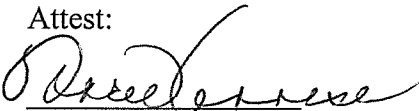
WHEREAS, EVANS & EVANS, INC. will provide self-referred and Township referred counseling services for Township Employees as the Township's Employee Assistance Program.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 4th day of March, 2003 will enter into the attached agreement with EVANS & EVANS, INC. according to the terms and scope outlined in the attached agreements; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the
TOWNSHIP OF WILLINGBORO
and
EVANS AND EVANS INC.

This agreement is to be effective for the term January 1, 2003 through December 31, 2003 by and between the Township of Willingboro, hereinafter referred to as the "Township", and Evans & Evans, Inc., licensed Clinical Social Workers and certified psychotherapists authorized to provide within the State of New Jersey, professional counseling services and departmental staff development and training services to the employees of the Township.

I. SCOPE OF SERVICES

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

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

6. Issues presented by employees in the counseling sessions shall be job-related.
7. When appropriate, Evans and Evans Inc. will refer to other agencies, therapists or organizations.

II. TERMS OF AGREEMENT

This agreement shall be for (1) year commencing January 1, 2003 and terminating on December 31, 2003. This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this agreement, the Township shall appropriate an increase from the sum of six thousand dollars (\$6,000) to eight thousand, five hundred dollars (\$8,500.) to cover the cost of Evans and Evans, Inc. services to Township Departments and employees. This is a request of an increase of two thousand, five hundred dollars (\$2,500.) for the fiscal year commencing January 1, 2002 and ending December 31, 2002.

Compensation to Evans and Evans Inc. shall be paid once a month in the sum of seven hundred and thirty three dollars (\$708.33) to cover a period of twelve (12) months and totaling eight thousand, five hundred dollars (\$8,500.) for the year 2003.

IV. SPECIAL PROVISIONS (NOT COVERED)

- A. The township will not pay for the following: 1. office space 2. telephone services 3. electricity and any other services generally used to maintain an office.
- B. No additional costs to the Township shall be incurred which will result in the ~~exceeding the eight thousand, five hundred dollars (\$8,500.)~~ exceeding the eight thousand, five hundred dollars (\$8,500.) appropriated.

V. OWNERSHIP OF RECORDS

It is the policy of the National Association of Social Workers (NASW) that all records remain confidential. There are two exceptions when this policy can be breached: (1) when the records are subpoenaed. (2) when the client signs a release form which authorizes that information can be shared with specific individuals, agencies and institutions.

VI. INSURANCE

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

- A. **Workers Compensation**
No employee(s) of Evans and Evans Inc. shall be considered employees of the Township for this agreement.
- B. **Errors and Omissions**
Evans and Evans Inc. liability insurance will remain active with a limit of \$1,000,000 to \$3,000,000.

VII. INDEMNIFICATION AND HOLD HARMLESS

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

VIII. ENTIRE AGREEMENT

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

IX. NOTICES

Notices of this agreement shall be sent to:

Evans and Evans Inc.

Theodore E. Evans
President
68 East River Drive
Willingboro, N.J. 08046

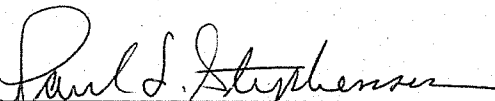
Township of Willingboro


Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, N.J. 08046

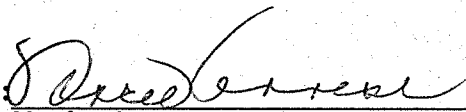
X. SIGNATURES

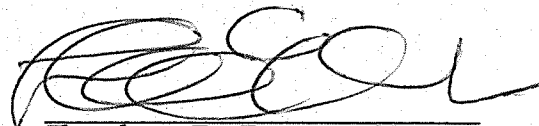
By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.

Township of Willingboro

By: 
Paul L. Stephenson, Mayor


Denise Rose, Twp. Manager

By: 
Marie Annese, RMC
Township Clerk


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

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 149-30-9682

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 2

4. COMPANY NAME: EVANS & EDWARDS, INC

5. STREET: 168 EAST RIVER DR.

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): WOPE

7. CHECK ONE: IS THIS COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 2

10. PUBLIC AGENCY AWARDING CONTRACT: Willowbrook Township

OFFICIAL USE ONLY: DATE RECEIVED: 10/10/00 COUNTY: Burl STATE: NJ ZIP CODE: 08046

INAUG. DATE: 10/10/00 COUNTY: Burl STATE: NJ ZIP CODE: 08046

ASSIGNED CERTIFICATION NUMBER: 08046

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COLS. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	MALE ***** AMER. INDIAN	ASIAN	NON MIN.	BLACK *****	HISPANIC *****	FEMALE ***** AMER. INDIAN	ASIAN *****	NON MIN. *****
Office Managers													
Professionals													
Technicians	<u>2</u>	<u>1</u>	<u>1</u>										
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	<u>2</u>	<u>1</u>	<u>1</u>										<u>1</u>
Total employment from previous Report (If any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED FROM: EVERY 2 WEEKS TO:

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED?
 MO: 10 DAY: 10 YEAR: 2000

SECTION C - SIGNATURE AND IDENTIFICATION

NAME OF PERSON COMPLETING FORM (Print or Type): THEODORE E. FORNAS

ADDRESS NO. & STREET: 168 EAST RIVER DR. CITY: WILLOWBROOK COUNTY: BURLINGHAM STATE: NJ ZIP CODE: 08046

DIV. OF CONTRACT COMPLIANCE; CANARY

TITLE: Pres DATE: 10/10/00

RESOLUTION NO. 2003 - 40
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

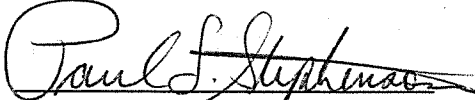
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/4, 2003, that an Executive Session closed to the public shall be held on 3/4, 2003, at 8:05 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 – 41

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 and for the rehabilitation of certain existing buildings for the development of the parcel into a 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, 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 lease with Olympia Sports, Inc., in the "Library Retail" area for the lease of retail space for the retail sale of sporting goods, apparel and related products; and

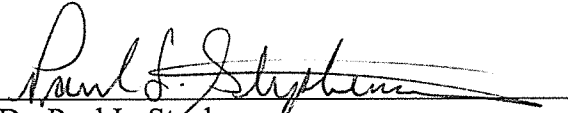
WHEREAS, ReNEWal intends to enter into a lease with New Happy Family Buffet Corporation, in the "Library Retail" area for the lease of retail space for use as a Chinese Buffet Restaurant; and


WHEREAS, ReNEWal intends to enter into a lease with Wireless Central of South Jersey, d/b/a, Wild Pages, in the "Library Retail" area for the lease of retail space for the retail sale of telephones, pagers and related electronic items; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9 the Township hereby consents to the lease agreements between ReNEWal and New Happy Family Buffet Corporation, between ReNEWal and Olympia Sports, Inc., and between ReNEWal and Wireless Central of South Jersey d/b/a Wild Pages, provided said leases are in conformance with the Local Redevelopment and Housing Law 40A:12A-1, et seq. and the Redevelopment Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of March, 2003, that the Township of Willingboro hereby consents to both of the lease agreements between ReNEWal and Olympia Sports, Inc., and ReNEWal and New Happy Family Buffet Corporation, 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. for their information and attention.


Dr. Paul L. Stephenson
Mayor


Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

March 5, 2003

Mr. Robert Stang
ReNewal Realty, LLC
P. O. Box 2429
Willingboro, New Jersey 08046

Dear Mr. Stang:

Attached for your information and file is a certified copy of Resolution No. 2003 – 41, adopted by Willingboro Township Council at their meeting of March 4, 2003. If you have any questions please feel free to call.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

.ma
Att.

RESOLUTION NO. 2003 – 42

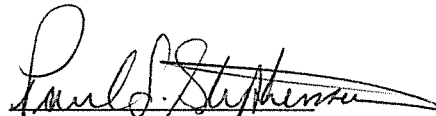
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO AUTHORIZING THE
MAYOR AND THE TOWNSHIP CLERK TO EXECUTE THE
AGREEMENT BETWEEN SPRINT SPECTRUM, L.P. AND
THE TOWNSHIP OF WILLINGBORO.**

WHEREAS, Sprint Spectrum, L.P. has requested permission to enter upon and inspect two municipal owned properties and/or temporarily locate communications equipment on the property to conduct short term radio propagation tests; and

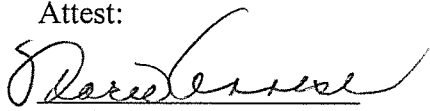
WHEREAS, there is a necessity for an agreement to be signed and a resolution authorizing the Mayor to sign the agreement,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of March, 2003, that the Mayor is hereby authorized to sign the attached Entry and Testing Agreement.

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Site: ~~Garfield Park~~

Site I.D. PL57XC011

MTA: NY/NJ

ENTRY AND TESTING AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of the 4th day of March 2003, by and between **Township of Willingboro (Owner)** and **Sprint Spectrum L.P.**, a Delaware limited partnership (SSLP), concerning the following described property owned by Owner (**Property**):
Block 27.01, Lot 1 and Block 512, Lot 36.

A. SSLP has an interest in [leasing/purchasing] the Property for use as a tower or antenna site for the receipt and transmission of wireless communications signals; and

B. In order for SSLP to determine the viability and feasibility of the Property as a tower or antenna site, it is necessary for employees, agents or independent contractors of SSLP to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct short term radio propagation tests, and to make application with local, state and federal governmental entities for approval of the Property as a tower or antenna site; and

C. Owner and SSLP desire to provide for the entry upon, inspection and/or testing activities, and applications concerning the Property pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, Owner and SSLP agree as follows:

1. **Consent.** Owner consents and agrees that SSLP, its employees, agents and independent contractors (Authorized Parties) may enter upon the Property to conduct and perform some or all of the following activities (Permitted Activities): surveys, geotechnical soil borings and analyses, Phase I environmental audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property which SSLP may deem necessary or advisable. SSLP agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

2. **Access.** Owner agrees that the Authorized Parties may enter upon the Property to perform the Permitted Activities upon execution of this Agreement and may have access to the Property for up to 3 [days/weeks/months]. Access by SSLP and SSLP's Authorized Representatives shall be restricted to the areas of Owner's Property as shown on a sketch entitled Exhibit A which is attached hereto and made a part hereof. At least five (5) business days prior to entry on the Property, SSLP or SSLP's Representatives, shall provide Owner with a detailed description of the planned Activities on the Property. Notwithstanding the foregoing, SSLP may not conduct Phase II environmental audit or take any sample or perform any surface or subsurface tests without the Owner's prior written agreement, which agreement may be granted or withheld in the Owner's sole discretion.

3. **Removal of Property.** SSLP agrees that it will, upon the conclusion of the term of this Agreement, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that might have been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before SSLP's entry onto the Property. In the event any equipment installed on the Property by SSLP is not timely removed, Owner will have the right to remove such equipment and SSLP agrees to be responsible for the reasonable costs of such removal.

4. **Indemnity.** SSLP agrees to indemnify, save harmless, and defend Owner, its directors, officers, employees, and property management agent, if any, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by SSLP of any such claims, actions, damages,

liability and expense will be conducted by attorneys chosen by SSLP, and SSLP will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys fees and any judgment that may be entered therein.

5. **Insurance.** SSLP and SSLP's Representatives shall maintain for the term of this agreement insurance policies covering all Activities at and related to the Property of the type and in the minimum amounts listed below from insurers licensed in the State of New York and rated VII or higher by A.M. Best or another similar insurance rating agency:

(a) Worker's Compensation insurance at statutory limits and Employer's Liability insurance with a limit of liability or not less than One Million Dollars (\$1,000,000.00);

(b) Comprehensive General Liability insurance, covering all claims of damages for injury to person or persons, including death, to SSLP's Representatives and others, and all claims on account of property damage, including without limitation Contractual Liability, with a total limit of liability (including umbrella coverage) of a least One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate;

(c) Comprehensive Automobile Liability insurance, a total (including umbrella coverage) of Five Hundred Thousand Dollars (\$500,000.00) each occurrence.

(d) Owner shall be named as an additional insured on the above policies. All policies of insurance required to be maintained under this Agreement shall be written so that Owner will be notified in writing of any cancellation, termination, or restrictive amendment of such policy at least thirty (30) days prior to the effective date of such cancellation, termination or restrictive amendments. SSLP shall provide Owner with certificates from insurers evidencing the above insurance.

6. **Governing Law.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of New Jersey, without regard to such states conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Sprint Spectrum L.P.

By: *Robert Grabowski*
Name: Robert Grabowski
Title: Lead Engineer

OWNER: Township of Willingboro

By: *Paul S. Stephens*
MAYOR, Willingboro Twp

LAW OFFICES OF
ALAN B. ZUBLATT

PRINCETON EXECUTIVE CAMPUS
4301 RTE. 1, SUITE 210
P.O. BOX 510
MONMOUTH JUNCTION, N.J. 08852

TELEPHONE
(609) 951-0600

TELECOPIER
(609) 951-9693

REAL ESTATE TELECOPIER
(609) 951-0075

PLEASE REPLY TO:
PRINCETON EXECUTIVE CAMPUS
OFFICE

MAHWAH OFFICE
ONE INTERNATIONAL BLVD.
SUITE 400
MAHWAH, N.J. 07495-0016
TELEPHONE
(201) 512-8700

ALAN B. ZUBLATT
MEMBER OF N.J. & N.Y. BARS

STEPHEN J. MARSHALL
MEMBER OF N.J., N.Y. & TX. BARS
RULE 1:40 QUALIFIED MEDIATOR

DIANE M. CONSTANTINE
MEMBER OF N.J. BAR

CHERYL A. DISPOTO
MEMBER OF N.J., N.Y. & D.C. BARS

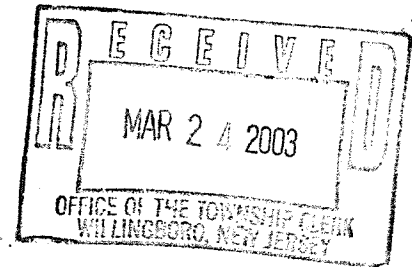
RICHARD J. McMANUS
MEMBER OF N.J. BAR

SUSAN S. STOCKER
MEMBER OF N.J. BAR
SPECIAL COUNSEL

March 19, 2003

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

**Re: Sprint Spectrum, L.P.
Entry and Testing Agreement
SAR#PL57XC011**



Dear Ms. Annese:

I am pleased to enclose herein the original Entry and Testing Agreement which has been signed both by the Mayor of Willingboro and a representative of our client, Sprint Spectrum, L.P., regarding testing of the two (2) municipal sites set forth in the agreement.

If you need any further information, please feel free to contact me. Thank you for your cooperation.

Very truly yours,

LAW OFFICES OF ALAN B. ZUBLATT

By: Stephen J. Marshall / gm
Stephen J. Marshall

SJM/jr

Enclosure

cc: Denise M. Rose, Township Manager
Michael A. Armstrong, Esq., Township Solicitor
Kimberly Demps, Project Manager



TOWNSHIP OF WILLINGBORO

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

March 5, 2003

Stephen J. Marshall, Esq.
Law Office of Alan B. Zublatt
4310 Route 1 – Suite 210
P. O. Box 510
Monmouth Junction, New Jersey 08852

Re: Sprint Spectrum
Entry and Testing

Dear Mr. Marshall:

Attached for your information and file is a certified copy of Resolution No. 2003 – 42, adopted by Willingboro Township Council at their meeting of March 4, 2003. Also attached is an original and one copy of the agreement which has been signed by Mayor Paul L. Stephenson on behalf of Willingboro Township.

It would be appreciated if you would see that the agreement is signed by a Sprint representative and that a fully executed agreement is sent to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

.ma
Att.

LAW OFFICES OF ALAN B. ZUBLATT
Princeton Executive Campus
4301 Route 1; Suite 210
P.O. Box 510
Monmouth Junction, New Jersey 08852
609-951-0600
609-951-9693 (Fax)

PLEASE DELIVER TO: Michael A. Armstrong, Esq. - 609-877-7755
Denise M. Rose - 609-835-0782
William R. Tantum - 609-835-0782

FROM: Stephen J. Marshall, Esq.

**TOTAL NUMBER OF PAGES
INCLUDING COVER PAGE:** 5

OUR FILE NO.: Spri969

DATE: February 25, 2003

RE: Sprint Spectrum, L.P.
Revised Entry and Testing Agreement
Block 27.01, Lot 1 and Block 512, Lot 36
Township of Willingboro

Enclosed herein please find a revised Entry and Testing Agreement with respect to the above referenced matter.

THE INFORMATION TRANSMITTED BY THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED HEREIN. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, PLEASE BE ADVISED THAT YOUR DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS IMPROPER. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE VIA THE UNITED STATES MAIL. THANK YOU FOR YOUR CORPORATION.

LAW OFFICES OF
ALAN B. ZUBLATT

PRINCETON EXECUTIVE CAMPUS
4301 RTE. 1, SUITE 210
P.O. BOX 510
MONMOUTH JUNCTION, N.J. 08852

TELEPHONE
(609) 951-0600

TELECOPIER
(609) 951-9693

REAL ESTATE TELECOPIER
(609) 951-0075

ALAN B. ZUBLATT
MEMBER OF N.J. & N.Y. BARS

STEPHEN J. MARSHALL
MEMBER OF N.J., N.Y. & TX. BARS
RULE 1:40 QUALIFIED MEDIATOR

DIANE M. CONSTANTINE
MEMBER OF N.J. BAR

CHERYL A. DISPOTO
MEMBER OF N.J., N.Y. & D.C. BARS

RICHARD J. McMANUS
MEMBER OF N.J. BAR

SUSAN S. STOCKER
MEMBER OF N.J. BAR
SPECIAL COUNSEL

PLEASE REPLY TO:
PRINCETON EXECUTIVE CAMPUS
OFFICE

MAHWAH OFFICE
ONE INTERNATIONAL BLVD.
SUITE 400
MAHWAH, N.J. 07495-0016

TELEPHONE
(201) 512-8700

February 25, 2003

VIA FACSIMILE AND LAWYERS SERVICE

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

**Re: Sprint Spectrum, L.P.
Revised Entry and Testing Agreement
Block 27.01, Lot 1 and Block 512, Lot 36
Township of Willingboro
SAR#PL57XC011**

Dear Mr. Armstrong:

This shall confirm my conversation with your associate, Darin Howard, Esq., wherein he suggested modifications to the Entry and Testing Agreement which I had previously submitted on behalf of our client, Sprint Spectrum, L.P.. I made the changes which we discussed and have attached the revised Entry and Testing Agreement hereto.

I respectfully request that you present this Entry and Testing Agreement to the Township Council at tonight's meeting, February 25, 2003, for consideration and execution by the Township Council.

Please provide me with an executed copy of the Agreement, and I shall have a representative of Sprint execute same in order to commence this procedure to test the subject municipal property.

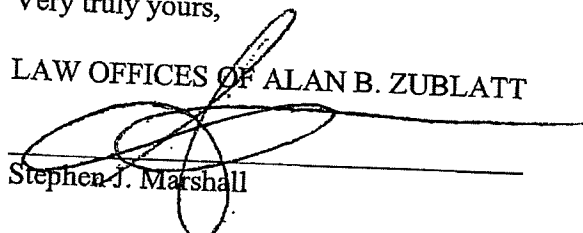
Michael A. Armstrong, Esq.
Page 2
February 25, 2003

If you have questions or comments please feel free to contact me. Thank you for your kind consideration and anticipated cooperation.

Very truly yours,

LAW OFFICES OF ALAN B. ZUBLATT

By:


Stephen J. Marshall

SJM/jr

Enclosure

cc: Denise M. Rose, Township Manager (Via Facsimile and Lawyers Service)
William R. Tantom, Tax Assessor (Via Facsimile and Lawyers Service)
Kimberly Demps, SSLP, Project Manager

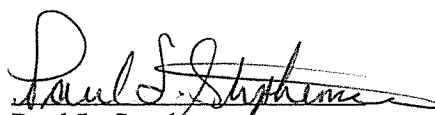
RESOLUTION NO. 2003 - 43

**A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN BOARD OF CHOSEN FREEHOLDERS
AND THE TOWNSHIP OF WILLINGBORO FOR A
NUTRITION AND RECREATION CENTER AT JFK CENTER.**

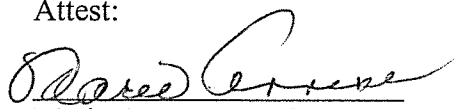
WHEREAS, the Burlington County Board of Chosen Freeholders and the Township of Willingboro wish to enter into an agreement to operate a Nutritional and Recreational Center for Senior Citizens at the JFK Building,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of March, 2003, that the Mayor and Clerk are hereby authorized to sign the attached agreement; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Board of Chosen Freeholders and the Chief Financial Officer for their information and attention.


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**

March 5, 2003

Evan H. C. Crook
Burlington County Solicitor
Board of Chosen Freeholders
49 Rancocas Road
P. O. Box 6000
Mount Holly, New Jersey 08060

Dear Mr. Crook:

Attached for your information and file is a certified copy of Resolution No. 2003 – 43, adopted by Willingboro Township Council at their meeting of March 4, 2003, along with the required Certificate of Insurance.

Also attached is the original and four copies of the Agreement which have been executed by the Township. Please provide this office with a fully executed copy of the Agreement so that our files will be complete.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

.ma
Att.

PRODUCER
Commerce National Insurance Services
MEL/JIF Underwriting Unit
231 Main Street, CN 2017
Toms River, NJ 08754

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

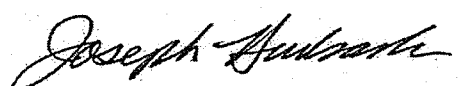
INSURER A:	Professional Municipal Management Joint Insurance Fund
INSURER B:	Municipal Excess Liability Joint Insurance Fund
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

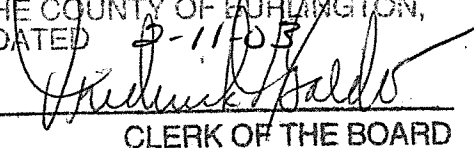
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	PMM0103048707MEL	1/1/03	1/1/04	EACH OCCURRENCE \$ 100,000 FIRE DAMAGE (Any One Fire) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 100,000 PRODUCTS-COMP/OP AGG. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PMM0103048707MEL	1/1/03	1/1/04	COMBINED SINGLE LIMIT (EA accident) \$ 100,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	MEL01030187	1/1/03	1/1/04	EACH OCCURENCE \$ 1,900,000 AGGREGATE \$ 1,900,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	PMM0103048707MEL	1/1/03	1/1/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ANY ALTERATIONS WILL VOID THIS CERTIFICATE.
 Evidence of Insurance as respects agreement between Willingboro Township and the Board of Chosen Freeholders in connection with the receipt of funds from the County.

CERTIFICATE HOLDER	ADDITIONAL INSURED;INSURER LETTER:	CANCELLATION
Burlington County Board of Chosen Freeholders 49 Rancocas Road Mt. Holly, NJ 08060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, FULL AND CORRECT COPY OF RESOLUTION NO. 108 ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ, AT ITS MEETING DATED 2-11-03



CLERK OF THE BOARD

RESOLUTION

WHEREAS, the Board of Chosen Freeholders of the County of Burlington, through the Burlington County Office on Aging, is in need of certain facilities in order to operate nutritional and recreational programs for Senior Citizen residents of Burlington County; and

WHEREAS, the below-named entity is willing to make a facility available to the Board for this purpose, at the stated amount effective January 1, 2003 through December 31, 2003

<u>PROPERTY OWNER</u>	<u>SITE LOCATION</u>	<u>AMOUNT</u>
Township of Willingboro	429 John F. Kennedy Way Willingboro, NJ 08046	\$13,495

; and

WHEREAS, funds are anticipated to be available for this purpose in the fiscal year 2003 temporary and permanent budget in Account No. 14-5516-031903; and

WHEREAS, this Agreement is further subject to the certification of funds by the Burlington County Treasurer; now, therefore, be it

RESOLVED by the Board of Chosen Freeholders of the County of Burlington that the attached Agreements with the above-named property owner is approved and authorization is hereby provided to the appropriate Burlington County officials for the Agreements to be executed, sealed and witnessed or attested in accordance with the Rules of the Board.

Theresa D. Brown

ADOPTED February 11, 2003

Frederick F. Galdo, CLERK

Res # 108

AGREEMENT

THIS AGREEMENT, made this 1st day of Feb. 2003, between THE BOARD OF CHOSEN FREEHOLDERS, 49 Rancocas Road, P.O. Box 6000, Township of Mount Holly, County of Burlington and the State of New Jersey, hereinafter referred to as the "Board" and THE TOWNSHIP OF WILLINGBORO, hereinafter referred to as the "Township".

WITNESSETH

1. It is hereby agreed that the Township will make available to the Board the premises located in John F. Kennedy High School, 429 John F. Kennedy Way, Willingboro, County of Burlington and the State of New Jersey for the sole purpose of operating a Nutritional and Recreational Center for Senior Citizens of Burlington County from January 1, 2003 until December 31, 2003. It is mutually understood by and between the parties that the leased premises described as the cafeteria, kitchen, bathrooms, storage room in the kitchen; use of space for storage in the kitchen area; use of tables and chairs. Terms will also include trash receptacle space, snow and ice removal from walking and parking areas.

2. The Board agrees to pay, as rent, for the premises described in paragraph 1, an amount not to exceed one thousand one hundred eighty one dollars, (\$1,181.00) dollars per month. It is mutually agreed by and between the parties that the sum of one thousand one hundred eighty one dollars (\$1,181.00) dollars per month is the full and complete consideration to be received by the Township.

3. The Board, or its representative, will supply any special food handling and food serving equipment as may be required, such as steam tables, dishes, etc.

4. The premises will be made available to the Board (Nutrition Project for the Elderly) from 7:00 a.m. until 1:30 p.m., Monday through Friday during the period of this Agreement in order that the functions of the Burlington County Nutrition Project for the Elderly can be properly performed.

5. The board agrees to supply all products related to the Nutrition Project for the Elderly and to keep the area used for said Project in a clean and orderly fashion. Any roach, ant or similar infestation occurring during the period of this Agreement shall be immediately eliminated by the Board at its expense.

6. Items belonging to the Nutrition Program are for the sole use of Burlington County.

7. It is further agreed and understood that the Board, and/or its representative, shall comply with the following rules and regulations concerning the use of the premises as follows:

a) The Board shall provide custodian supplies to meet sanitary standards as required by the Burlington County Health Department, e.g. toilet tissue, paper towels, etc.

b) The Board shall obtain its own liability insurance coverage for the period of this Agreement. It is mutually agreed between the parties that such liability coverage shall be a minimum of two hundred fifty thousand (\$250,000) dollars for injury to one person and five hundred thousand (\$500,000) dollars for injury to more than one person in any accident. In addition, it is mutually agreed by the parties that the insurance shall cover damage to property or person for not less than ten thousand (\$10,000) dollars.

c) The Board shall replace or repair as appropriate, broken property damaged during the period when the premises are occupied for the Nutrition Project, ordinary wear and tear excepted.

d) All additional expenses resulting from the
operation of the Nutrition Project shall be paid
for by the Board.

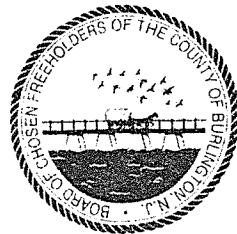
(SEAL)
BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: _____ By: _____
County Administrator Director

(SEAL)
THE TOWNSHIP OF WILLINGBORO

Attest: *Doreen Lester* Secretary
By: *Paul S. Stepha* President

Board of Chosen Freeholders
County of Burlington
New Jersey

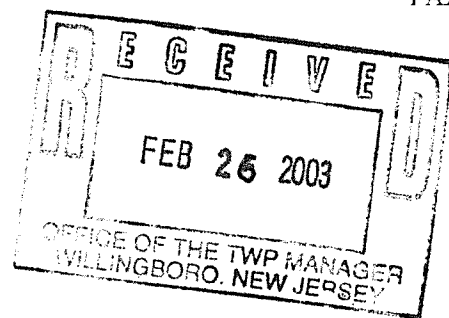


Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mt. Holly, New Jersey 08060 - 6000

EVAN H. C. CROOK
County Solicitor
Phone: (609) 265-5289
FAX: (609) 265-5933

February 21, 2003

Denise Rose, Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08060



Dear Ms. Rose:

Enclosed herewith please find an original and four (4) copies of an Agreement between you and the Board of Chosen Freeholders. Kindly execute, date and return the original and four copies along with any additional required documentation, including insurance certificates, to this office. Please be sure to include the required evidence of Affirmative Action compliance. *DM*

Your expeditious response to this request is necessary for implementation of this contract. Please note that the appropriate County officials will not finally execute the agreement and authorize payments until this information is received.

Also enclosed is a copy of Resolution No. 108 your records. Thank you for your anticipated cooperation.

Very truly yours,

EVAN H.C. CROOK
BURLINGTON COUNTY SOLICITOR

EHCC/cw

Enclosures

RESOLUTION NO. 2003 -44
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

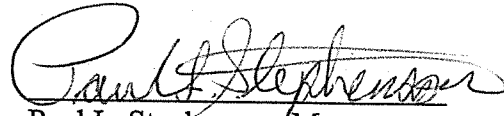
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/11, 2003, that an Executive Session closed to the public shall be held on 3/11, 2003, at 7:40 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Paul L. Stephenson, Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO.2003- 45

RESOLUTION OF PARTICIPATION

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

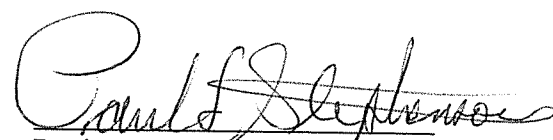
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 2882); and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of March, 2003, that

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 – 46

**A RESOLUTION AUTHORIZING A CHANGE ORDER FOR LEVY
CONSTRUCTION COMPANY – KENNEDY CENTER EMERGENCY
MANAGEMENT OFFICE**

WHEREAS, Willingboro Township Council has contracted with Levy Construction Company for work to be done for the Emergency Management Office at the Kennedy Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) submitted Change Orders Number 1 through Number 5 to increase the contract from \$428,400.00 to \$448,048.00 and said Change Orders were approved by Res. 2002 - 158 and Res. 2003 - 30; and


WHEREAS, Remington & Vernick (Clerk of the Works) has submitted Change Order Number 6 for an increase of \$2,793.00 to include the item listed in the attached paperwork; and

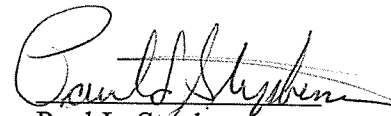
WHEREAS, the Rules of the Local Finance Board require such change orders to be approved by prior resolution of the Township Council;

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

1. Change Order # 6 \$ 2,793.00 Results in an increase of the contract amount from \$448,048.00 to **\$450,841.00**
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

Attest:


Marie Annese, RMC
Township Clerk


Paul L. Stephenson
Mayor

Certification Of Availability of Funds

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

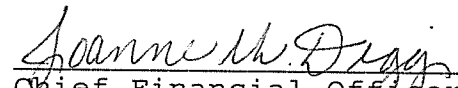
Resolution Date: 03/10/03
Resolution Number: 2003-46

Vendor: LEVY LEVY CONSTRUCTION CO
134 CUTHBERT BLVD
AUDUBON, NJ

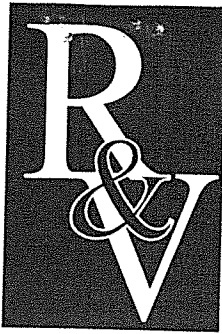
Contract: 02-00021 LEVY -RENOV EMERG MGMT RM 2

Account Number	Amount	Department
C-04-55-900-002-918	2,793.00	2000 GENERAL CAPITAL
Total	2,793.00	

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



Chief Financial Officer



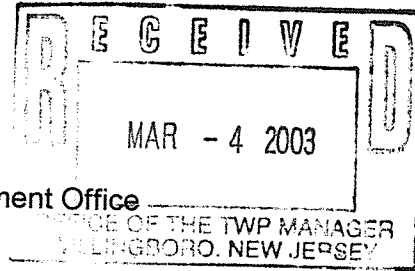
Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Walberg Engineers

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

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

March 3, 2003

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



Re: Kennedy Center Emergency Management Office
 Change Order #6

Dear Ms. Rose:

Enclosed, please find copies of correspondence from Levy Construction Company requesting payment for Change Order #6 for the above referenced project. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the costs and/or credits as reasonable and just. We therefore recommend approval of a change to the contract in the following amount:

CO#6 \$ 2,793.00 Relocate existing heat detectors and strobe below new ceiling grid. Supply power from panel to VAV power modules, HVAC duct smoke dampers, and kitchen exhaust fan.

Original Contract Amount	\$ 428,400.00
Change Orders to Date (CO#1-#6)	\$ 22,441.00
Revised Contract Amount	\$ 450,841.00

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew Taylor

Matthew L. Taylor, MCP
 Project Manager

Enclosure (s)

cc: Simon Levy, Levy Construction Company, Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Frank Loehr, Field Manager

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

SENIOR ASSOCIATES
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 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
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 Engineers**

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 (856) 795-1882 (fax)

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

www.rve.com

Established in 1901

LEVY CONSTRUCTION COMPANY, INC.
"A TRADITION OF BUILDING INTEGRITY SINCE 1910"
134 CUTHBERT BLVD.
AUDUBON, NEW JERSEY 08106-1066
(856) 547-0707 FAX (856) 547-2424

Matt Taylor
Remington & Vernick Engineers
95 Grove Street
Haddonfield, NJ. 08033

February 21, 2003

Re: Kennedy Management Office # 2

Dear Matt;

As per our phone conversation from the other day, enclosed please find change order request for the necessary electric work we discussed.

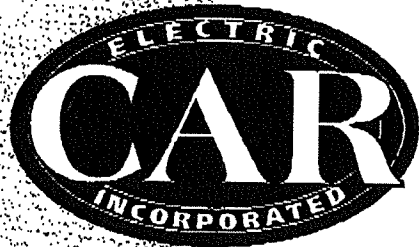
Levy Construction is NOT seeking any overhead or profit on this work.

Very Truly Yours,

Levy Co.

Simon Levy





CHANGE ORDER REQUEST NO. 1

COMMERCIAL
SECTOR ONLY

January 29, 2003

Specialists

Levy Construction
134 Cuthbert Blvd
Audubon, NJ 08106-1066

Lighting

Attn: Simon Levy, President

Re: Kennedy Center – Fire Alarm Relocation

Power Systems

This change order is for the relocation of 2 heat & 1 strobe to the new ceiling.
All modifications and testing is included.

Total price: \$593.00

Office

Please send back this sheet with your initials for approval. Please circle your choice.

Retail

Thank you for giving us this opportunity and if you have any questions please don't hesitate to call me.

Thank you,

Approved by:

Chuck Rudolph

Chuck Rudolph
President

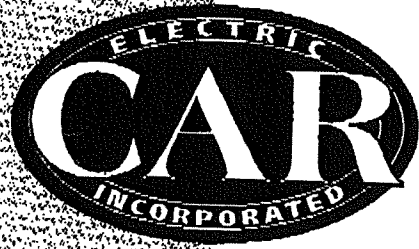
CAR Electric, Inc., NECA Member

Site Work

New Construction

Renovations

Lic. & Bus. #7592



COMMERCIAL
SECTOR ONLY

CHANGE ORDER REQUEST NO. 1

February 21, 2003

Specialists:

Levy Construction
134 Cuthbert Blvd
Audubon, NJ 08106-1066

Lighting

Attn: Simon Levy, President

Power Systems

Re: Kennedy Center - Exhaust Fan/By-Pass Dampers/Module Units

Office

This change order consists of labor, material, profit and overhead for the installation of (8) eight module units to control the VAV boxes, installation of (1) one exhaust fan and installation of (2) two by-pass dampers.

Total price: \$2,200.00

Retail

Please send back this sheet with your initials for approval. Please circle your choice.

Thank you for giving us this opportunity and if you have any questions please don't hesitate to call me.

Site Work

Thank you,
Chuck Rudolph
Chuck Rudolph
President
CAR Electric, Inc., NECA Member

Approved by:

New Construction

Renovations

Lic. & Bus. #7592

RESOLUTION NO. 2003 – 47

**A RESOLUTION AUTHORIZING CHANGE ORDERS FOR
RENEWAL ECONOMIC ADVISORS, LLC, LIBRARY AT
TOWN CENTER**

WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) have reviewed and approved Change Order Number 29 to increase the contract to include the items listed in the attached paperwork; and

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

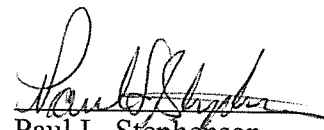
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of March, 2003, as follows:

1. Change Order #29 - \$3,470.25 Increase - Repair cracked tile in front entrance lobby.
2. ReNewal 5% as per agreement (\$165.25 included in above).
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

Attest:



Marie Annese, RMC
Township Clerk



Paul L. Stephenson
Mayor

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

TELEFAX COVER SHEET

TO: Matt Taylor
COMPANY: R+V
DATE: 8/10/03
TO FAX NO. 1-856-795-1882

FROM: Marie Annese **EXT.** 600 **PAGES** 7

SUBJECT: Res. 2003 # 46 and 47

FOR YOUR INFORMATION **PLEASE RESPOND** _____

THANK YOU.

 * TRANSACTION REPORT P.01 *
 * MAR-12-2003 WED 11:19 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * MAR-12 11:17 AM 18567951882 2'02" 7 SEND OK 848 *
 * TOTAL : 2M 2S PAGES: 7 *

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

TELEFAX COVER SHEET

TO: Matt Taylor
 COMPANY: RV
 DATE: 3/12/03
 TO FAX NO. 1-856-795-1882
 M A 1

Certification Of Availability of Funds

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

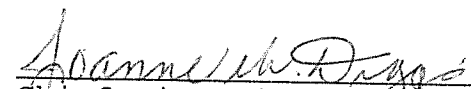
Resolution Date: 03/11/03
Resolution Number: 2003-47

Vendor: RENEW050 RENEWAL ECONOMIC ADVISORS, LLC
ONE GATEWAY CENTER
9TH FLOOR
NEWARK, NJ 07102

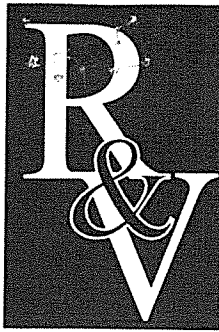
Contract: 02-00022 BAL SWEETWATER & RENEWAL 6/02

Account Number	Amount	Department
C-04-55-900-002-916	5,828.61	2000 GENERAL CAPITAL
Total	5,828.61	

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



Chief Financial Officer



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

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

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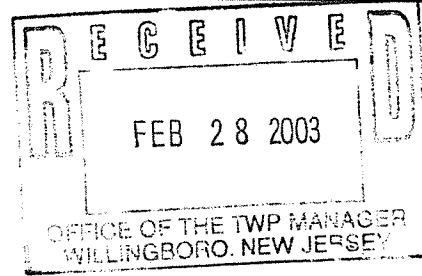
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www.rve.com

February 26, 2003

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



Re: Library at Town Center - Change Order #29

Dear Ms. Rose:

Executed originals of Change Order #29 for the above referenced project will be submitted to your office by Renewal Economic Advisors. Remington & Vernick Engineers has reviewed the change orders for appropriateness under the terms of the contract documents and verified the costs as accurate. We therefore recommend approval of a change to the Renewal Economic Advisors, LLC contract in the following amount:

CO#29 \$ 3,470.25 Repair cracked tile in front entrance lobby.
 (Includes Renewal's 5% mark-up).

R&V recommends this amount shall be back charged to Hodkinson Associates for causing this damage by rolling furniture crates over unprotected finish tile.

Sweetwater (CO#1-#29)	\$599,479.98
Renewal (5% CO#1-#25 & #29)	<u>\$ 21,473.99</u>
Total to Date	\$620,953.97

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor

Matthew L. Taylor
 Project Manager

Enclosure (s)

cc: Steve Jaffe, Renewal Economic Advisors, John Seitz, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp., Barabara Lightfoot, Willingboro, Marie Annese, Township Clerk Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager,

Potential Change Orders

Detailed, Grouped by Category

Willingboro Town Center Library
4382 Route # 130
Willingboro, New Jersey 08046

Project # 100-1107
Tel: 609-880-1510 Fax: 609-880-1512

Sweetwater Construction Corporation

Lump Sum

POO # 10 2/10/2003 Replace 60 damaged tiles

Lump Sum Owner Directive

As a result of rolling crates over unprotected finish tile.
Damage was verified by SCC and owner's representative
Isolated crack membrane installed prior to reinstall of new tile
This work has already been completed

Summary:

Requested Days: 0	Budget: 3,305	3,305	0
Approved Days: 0	Cost: 3,305	3,305	0

Itemized Details:

Item Description	Quantity	Unit	Rate	Total	Alloc	Unalloc	Cost	Unalloc
001 - PMT								
002 - SCC -		2/17/2003						
Destruction of damaged tile, prep and reinstall tiles				2,658	2,658	0		0
General Conditions PM 4hrs at 65.00 Superintendent 2hrs at 55.00 and 150 to cleanup				520	520	0		0
Level 001 - SCC -								
5.00% Overhead Markup				127	127	0		0
Total				3,305	3,305	0		0



Princeton Marble & Tile

PMT Contracting Company, Inc.
www.princeton-marble.com

461 New York Ave.
Tranton, NJ 08638-6267
Phone: 609-341-6700
Fax: 609-341-6777

Fax

To: JOE O'NEILL @ SWEETWATER **From:** MAURICE ABDALLA

Fax: 609-655-0266 **Pages:** 1 INCLUDING COVER

Phone: **Date:** 2/18/03

Re: WILLINGBORO LIBRARY **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

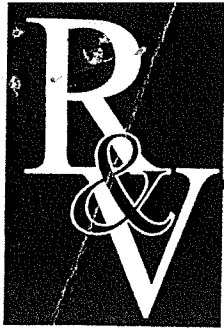
Comments:

CHANGE ORDER REQUEST

SCOPE

- REMOVE AND REPLACE APPROX. 60 CRACKED TILES
- INSTALLED CRACK ISOLATION MEMBRANE
- PRICE INCLUDES ALL LABOR, SUPPLIES, AND FREIGHT CHARGES

TOTAL: \$2,658.00



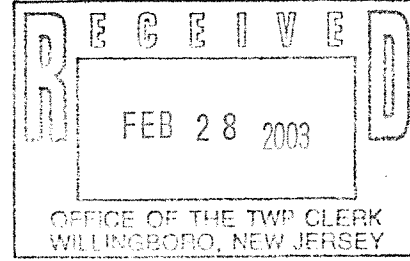
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Renewal (5% CO#1-#25 & #29)	<u>\$ 21,473.99</u>
Total to Date	\$620,953.97

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,
REMINGTON & VERNICK ENGINEERS, INC.

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 Matthew L. Taylor
 Project Manager

Enclosure (s)

cc: Steve Jaffe, Renewal Economic Advisors, John Seitz, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp., Barbara Lightfoot, Willingboro, Marie Annese, Township Clerk Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager,

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www.rve.com

Established in 1901

Potential Change Orders

Detailed, Grouped by Category

Willingboro Town Center Library
 Willingboro Town Center Library
 4382 Route # 130
 Willingboro, New Jersey 08046

Project # 103-1197
 Tel: 609-880-1510 Fax: 609-880-1512

Sweetwater Construction Corporation

Lump Sum

FCO # 110 2/10/2003 Replace (60) damaged tiles

Lump Sum

Owner Directive

As a result of rolling crates over unprotected finish tile.
 Damage was verified by SCC and owner's representative
 Isolated crack membrane installed prior to reinstall of new tile
 This work has already been completed

Summary:

Requested Days:	0	Budget:	3,305	3,305	0
Approved Days:	0	Cost:	3,305	3,305	0

Itemized Details:

001 - PMT	2/17/2003	Budget: No Alloc	2,658	2,658	0
Description of damaged tile, prep and reinstall tiles					
002 - SCC	2/17/2003	Cost: No Alloc	2,658	2,658	0
General Conditions PM 4hrs at 65.00 Superintendent 2hrs at 55.00 and 150 to cleanup					
Level 001 - SCC		Budget: No Alloc	520	520	0
5.00% Overhead Markup					
		Cost: No Alloc	127	127	0
			127	127	0



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www.princeton-marble.com

461 New York Ave.
Tranton, NJ 08638-5267
Phone: 609-341-9700
Fax: 609-341-9777

Fax

To: JOE O'NEILL @ SWEETWATER **From:** MAURICE ABDALLA

Fax: 609-855-0288 **Pages:** 1 INCLUDING COVER

Phone: **Date:** 2/19/03

Re: WILLINGBORO LIBRARY **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

CHANGE ORDER REQUEST

SCOPE

- REMOVE AND REPLACE APPROX. 60 CRACKED TILES
- INSTALLED CRACK ISOLATION MEMBRANE
- PRICE INCLUDES ALL LABOR, SUPPLIES, AND FREIGHT CHARGES

TOTAL: \$2,658.00

RESOLUTION NO. 2003 - 48

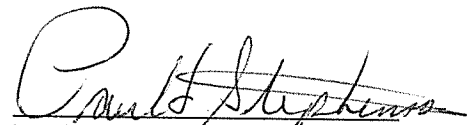
RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and


WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to decrease the amount of the local school deferred taxes by \$45,924.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 11th day of March, 2003, that the amount of deferred local school taxes be decreased to \$9,461,818.50.


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

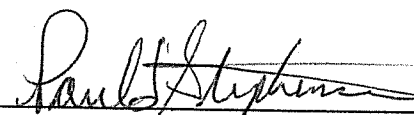
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

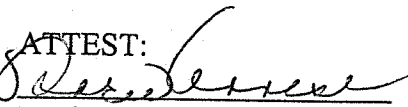
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 3/25, 2003, that an Executive Session closed to the public shall be held on 3/25, 2003, at 8:40 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Paul L. Stephenson, Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

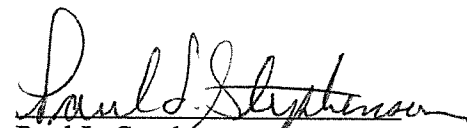
RESOLUTION NO. 2003 - 50


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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 25th day of March, 2003, that the Mayor and Clerk are hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Division of Highway Traffic Safety – “Click It or Ticket 2003” in the amount of \$3,600.00, said program to run through September 30, 2003.


Paul L. Stephenson
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

PART I GENERAL INFORMATION

A. PROJECT TITLE "Click It or Ticket 2003"	B. TYPE OF APPLICATION <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION <input type="checkbox"/> CONT. <input type="checkbox"/> YEAR 1 <input type="checkbox"/> YEAR 2 <input type="checkbox"/> YEAR 3
--	---

C. NAME OF PROJECT CONTACT (Person responsible for the day to day operation of the project.) Lt. Brian Cantwell	D. NAME OF APPLICANT AGENCY Willingboro Police Department
--	--

E. TELEPHONE NUMBER (OF C.) (609) 877-2200 ext. 6264	F. ADDRESS 1 Salem Road Willingboro, N.J. 08046
---	---

G. FAX NUMBER 609-835-0938	
-------------------------------	--

H. FEDERAL TAX ID # (Available from your Finance Department)	2160007381
---	------------

I. TYPE OF GOVERNMENTAL UNIT <input type="checkbox"/> STATE <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> CITY <input type="checkbox"/> OTHER
--

J. GRANT PERIOD FROM: March 1, 2003 TO: October 30, 2003	K. PROJECT PERIOD FROM: March 1, 2003 TO: September 30, 2003
--	--

BUDGET (Please complete pages 4 & 5)

A. COST CATEGORY	PROJECT PERIOD	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVICES	\$ 3,600.00		\$3,600.00
(B) CONTRACTUAL SVS.			
(C) COMMODITIES			
(D) OTHER DIRECT COSTS			
(E) INDIRECT COSTS			
TOTAL ESTIMATED COSTS (Including Non-Federal Share)	\$3,600.00		\$3,600.00

B. SOURCE OF FUNDS				
(1) FEDERAL \$3,600.00	(2) STATE	(3) POLITICAL SUBDIVISION	(4) OTHER	TOTAL \$3,600.00

PART II ACCEPTANCE OF CONDITIONS

This application is approved for federal fiscal year 2003 and authorization to proceed with this highway safety project is granted subject to the State and Federal laws and regulations applicable to the New Jersey Division of Highway Traffic Safety (DHTS) and the conditions stated below:


1. Unless otherwise directed, applicants must submit quarterly reports to the DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the DHTS no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the DHTS within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.
2. Applicants making purchases or entering into contracts as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.
3. All out-of-state travel must have prior approval of the Division of Highway Traffic Safety. Requests for approval should be submitted to the DHTS at least forty-five (45) days prior to the intended date of travel.
4. Applicants shall account for program income. Program income earned during the contract period shall be retained by the applicant and added to the funds committed to the project by the DHTS and used to further eligible program objectives.
5. Local government applications must complete a local government resolution.
6. Any reports, publications, etc., developed using funds from this contract must be approved by the DHTS prior to their release.
7. Any printed material must contain the name of the Division of Highway Traffic Safety.
8. Prior approval is required for changes to project scope, objectives, or budget.
9. No equipment purchased under an approved DHTS grant will be conveyed, sold, salvaged, or transferred without written approval from the DHTS.
10. Financial and programmatic records as well as other supporting documents or statistical records must be maintained for a period of three years. The retention period for these records begins on the day the single or last expenditure report of the Federal Fiscal Year is submitted to the DHTS.
11. The DHTS has the right to access any pertinent books, documents, papers or other records in order to make audits, examinations, excerpts, and transcripts. The rights of access is not limited to the required retention period but must last as long as the records are retained.
12. Applicants are required to submit to DHTS a copy of the audit report required under the federal Single Audit Act 31 U.S.C. 7502 and/or the State Single Audit Policy established by OMB Circular 98-07. An applicant who expends a total amount of Federal awards of less than \$300,000 in its fiscal year is exempt from federal single audit requirements, but will be required to certify the total amount of federal assistance expended during the fiscal year and may also be required under the State Single Audit Policy established by OMB Circular 98-07 to have a single audit or a financial statement audit or a program specific audit performed.
13. All provisions outlined in the DHTS's uniform requirements for the administration's reporting of expenditures will be adhered to.
14. Policies and procedures of the following will be, if applicable, adhered to:
49 CFR Part 18 - DOT Implementation of Common Grant Rule, CFR Title 23 - Part 1200 - Uniform Procedures for SHSP, OMB Circular A-87, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.

HS-1 (6/99)

PART III SIGNATURES

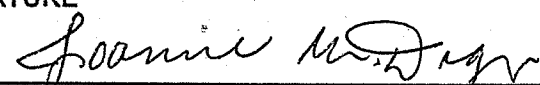
PROJECT DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME Brian Cantwell (Person responsible for the day to day operation of the grant)	TITLE Lieutenant	TELEPHONE NUMBER 609-877-2200 x6264
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SIGNATURE 	ADDRESS 1 Salem Rd. Willingboro, N.J. 08046
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FINANCIAL DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME Joanne Diggs	TITLE Finance Director	TELEPHONE NUMBER 609-877-2200 x 6211
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SIGNATURE 	ADDRESS 1 Salem Rd. Willingboro N.J. 08046
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AUTHORIZING OFFICIAL OF GOVERNMENTAL AGENCY (Read Part II before signing)

NAME Paul Stephenson (Mayor)	TITLE Mayor	TELEPHONE NUMBER 609-877-2200 x 6201
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SIGNATURE 	ADDRESS 1 Salem Rd. Willingboro, N.J. 08046
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APPROVAL INFORMATION (FOR DHTS USE ONLY)

SIGNATURE ---	TITLE	APPROVAL DATE
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**PART IV
HIGHWAY SAFETY PROGRAM
APPLICATION**

BUDGET SUMMARY
*See instructions for content and format of fiscal
information and cost categories*

PROJECT TITLE:
"MAKE IT CLICK 2001" / OCCUPANT PROTECTION
PROJECT

PROJECT NUMBER:

ITEMIZED EXPENDITURE CATEGORIES <i>Specify proposed expenditure and basis for computation of cost</i>	FEDERAL SHARE	STATE/LOCAL SHARE	TOTAL AMOUNT
A. PERSONAL SERVICES SELECTIVE ENFORCEMENT 1 Officer @ \$45.00 per hour x 4 Hour Shifts x 5 Shifts/Week (Five 4 hour shifts per week for a total of 40 hours for two weeks, May 19- June 1, 03) 1 Officer @\$45.00 per hour x 4 Hour Shifts x 5 Shift /Week (Five 4 hour shift per week for a total of 40 hours for two weeks, November 18-December 1, 2003 <p style="text-align: center;">TOTAL</p> Total of 4 Weeks of Enforcement for 2003 Project	\$45.00 \$180.00 \$1,800.00 \$1,800.00 \$3,600.00		\$45.00 \$180.00 \$1,800.00 \$1,800.00 \$3,600.00
B. CONTRACTUAL SERVICES			0

HIGHWAY SAFETY PROGRAM APPLICATION	BUDGET SUMMARY		PROJECT NUMBER:
ITEMIZED EXPENDITURE CATEGORIES	FEDERAL SHARE	STATE/LOCAL SHARE	TOTAL AMOUNT
C. COMMODITIES			
TOTAL			0
TOTAL			
D. OTHER DIRECT COSTS			0
E. INDIRECT COSTS (IF APPLICABLE)			0
TOTAL			
A. PERSONAL SERVICES	\$3,600.00		\$3,600.00
B. CONTRACTUAL SVS.			
C. COMMODITIES			
D. OTHER DIRECT			
E. INDIRECT			
TOTAL	\$3,600.00		\$3,600.

I. PROBLEM STATEMENT

The most effective device for preventing deaths and injuries in motor vehicle crashes is the seat belt. When used correctly, thousands of lives can be saved and life threatening injuries can be prevented. In May of 2000, the State of New Jersey enacted a primary seat belt law, requiring all front seat passengers to properly use their safety belts. Prior to the primary seat belt law, statewide usage surveys in 2002, showed a compliance rate of 80.5 percent.

Research clearly indicates that the use of seat belts and child seats have significant effects in reducing the number of deaths and the type and severity of injuries associated with motor vehicle crashes. Strong evidence also exists that indicates a direct relationship between the level of public compliance and the crash survival rate. Three point seat belts are effective in almost all types of crashes. They reduce fatalities by 60 percent in passenger cars and 64 percent in light trucks when the vehicle struck a fixed object. In rollover crashes, seat belts are especially effective because 69 percent of all car fatalities and 78 percent of light truck deaths in these crashes involved ejection of the unbelted occupant from the vehicle.

Law enforcement agencies can have a significant effect in influencing motorists to use seat belts, thus saving money and lives and injuries in their communities. Motorists will be influenced to properly use their seat belts by enforcement of the primary law and through public education.

II. PROBLEM STATEMENT

This project will provide the funds necessary to implement an occupant protection enforcement and educational program within the community. On an overtime basis, police officers will conduct special enforcement patrols and issue summonses for all violations of Title 39 of the Motor Vehicle Code. Also required is the enforcement of the child safety seat restraint law.

There will be a pre and post seat belt survey for the two enforcement waves that will be conducted **on municipal time**. These surveys will take place for at least one hour at controlled intersections.

A vigorous public information campaign, including a press conference/kick off event, will be implemented soliciting participation from local newspapers, radio and television stations. All business and civic groups and other organizations will be encouraged to lend support for the program. Public information materials and pamphlets will be available for distribution.

III. OBJECTIVE

To increase the seat belt use rate by 10 percent throughout the community utilizing enforcement, education, and civic involvement.

IV. PERFORMANCE INDICATORS

1. That the seat belt surveys reflect an increase in the usage rate in the municipality.
2. That seat belt summonses issued are proportionate to moving violations.