

RESOLUTION NO. 2003- 51

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ART BERNARD**

WHEREAS, the Township OF Willingboro requires planning services to develop a fair share housing plan for submission to the Council on Affordable Housing, pursuant to the Fair Housing Act of 1985, N.J.S.A. 52:27 D-301 et seq., for the protection and advancement of its interest; and

WHEREAS, the Township of Willingboro has solicited and reviewed the curricula vitae of several planners to provide said services, and has designated an appropriate planner for the provision of said services; and

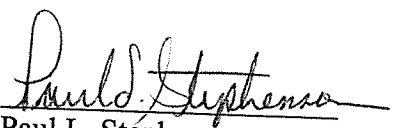
WHEREAS, for the purposes of N.J.S.A. 40A:11-1 et. Seq., it is found as a fact that the services to be rendered are such professional services as fall within Section (6) of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements for public bidding under N.J.S.A. 40A:11-5(1)(a),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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of March, 2003, that Art Bernard is appointed as planner for a term not to exceed one year effective March 25, 2003 and for a total amount not to exceed the sum of \$25,000.00.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Art Bernard of THP, Inc. and that certified copies of this Resolution be provided to Art Bernard for his information and attention.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

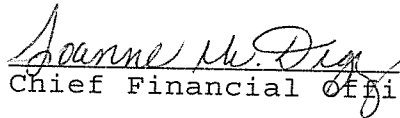
Resolution Date: 03/25/03  
Resolution Number: 2003-51

Vendor: BERNARD ART BERNARD OF THP INC

Contract: 03-00002 ART BERNARD PLANNER  
AS PER D.R.

Account Number	Amount	Department
3-01-20-155-000-131	25,000.00	TOWNSHIP ATTORNEY (LEGAL DEPT)
Total	25,000.00	

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

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

## EMPLOYMENT AGREEMENT TOWNSHIP PLANNER

THIS AGREEMENT made this 10 day of JUNE, 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 ART BERNARD of THP, INC., North Union Street, Lambertville, New Jersey 08530 (hereinafter referred to as "Township Planner").

WHEREAS, the Mayor and Council of the Township appointed Art Bernard of T.H.P., Inc. to serve as the Township Planner for the Township by duly adopted Resolution No. 2003-51 at its March 11, 2003 meeting; and  
25

WHEREAS, the Township Planner is a practitioner of a recognized profession and is licensed to practice within the State of New Jersey; and

WHEREAS, the Township Council of the Township of Willingboro desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Township Planner; and

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

1. Term of Agreement. The Township hereby employs Art Bernard of T.H.P., Inc. as its Township Planner for the performance of planning-related services hereinafter set forth for a period of one (1) year and shall continue for a period of one (1) year or until the termination of the Township Planner's employment, whichever should first occur. If the same individual shall continue as Township Planner for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.
2. Duties. Township Planner hereby accepts such employment and agrees to prepare a fair share housing plan for presentation to and certification by the Council on Affordable Housing ("COAH"). In furtherance of such general powers and duties, but without limitation thereof, Township Planner shall:
  - A. Township Planner shall give all planning-related counsel and advice where required by the Township or any member thereof and shall, in general, serve as the advisor to the Mayor and Council on all matters of the Township's fair share housing obligations.
  - B. Draft or approve as to form and sufficiency all planning-related documents, made, executed or adopted by or on behalf of the municipality for submission to COAH.

## EMPLOYMENT AGREEMENT TOWNSHIP PLANNER

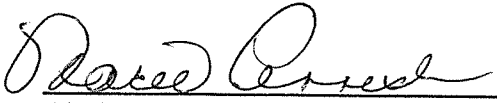
- C. With the approval of the Council, provide assistance to the Township Solicitor in appealing from COAH-related orders, decisions or judgments affecting any fair share housing interest of the Township as requested by the Township Solicitor or as directed by Mayor and Council.
- D. As required by Council, attend regular, special, adjourned, or emergency meetings of the Council.
- E. The Township Planner shall perform the aforementioned services in an efficient and expeditious manner. The Township Planner shall be responsible to insure that both the time and financial constraints of this Agreement are not compromised without adequate written notification and explanation as the nature of such compromise. The Township Planner shall be responsible for submitting proper documentation for payment of services authorized by this Agreement as set forth herein.
3. Compensation. The Township Planner shall receive compensation in accordance with Schedule C attached hereto and made a part hereof. Billing for the Township Planner's services and cost will be submitted on a monthly basis and are payable upon receipt are payable upon receipt.
4. Out-of-Pocket Expenses. In addition to the above compensation, the Township shall pay for all necessary and reasonable costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include by specifications: printing, filing fees, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.
5. By acceptance of this employment, the Township Planner shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

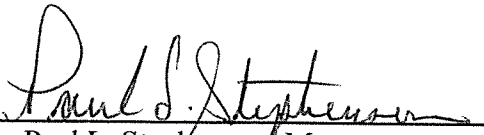
**EMPLOYMENT AGREEMENT  
TOWNSHIP PLANNER**

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:   
\_\_\_\_\_  
Dr. Paul L. Stephenson, Mayor

**ATTEST:**

**T.H.P., INC.**

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Art Bernard

**EMPLOYMENT AGREEMENT  
TOWNSHIP PLANNER**

**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.

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

## **EMPLOYMENT AGREEMENT TOWNSHIP PLANNER**

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 PLANNER**

**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 PLANNER**

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP PLANNER**

**SCHEDULE A**

**SCHEDULE OF BILLABLE RATES FOR  
ART BERNARD OF THP, INC.**

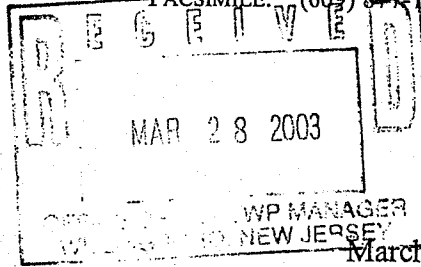
Preparation of Fair Share Housing Plan	\$140.00 per hour
Attendance at night meetings	\$700.00 per diem
Attendance at court hearings	\$1,400.00 per diem

# LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511

FACSIMILE: (609) 877-1755



March 27, 2003

MICHAEL A. ARMSTRONG+  
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CRISTAL HOLMES-BOWIE  
Email: chb@armstronglawfirm.com

DARRIN HOWARD+  
Email: dh@armstronglawfirm.com

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

PLEASE REPLY TO WILLINGBORO

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

TELEPHONE: (973) 642-2800

Art Bernard  
THP, Incorporated  
North Union Street  
Lambertville, New Jersey 08530

**Re: Affordable Homes Group, Inc. v. Township of Willingboro**  
**Docket No. L-003773-01**  
**My File No.: 530-9-02**

Dear Mr. Bernard:

As I indicated in my email to you, enclosed please find Resolution 2003-51 appointing you as the Township's Planner for purposes of developing a fair share housing plan, as well as an employment agreement for your signature.

Please return the signed employment agreement in the envelope provided. Once I am in receipt of the agreement, I will have the Mayor and Township Clerk execute said agreement.

If you have any questions or concerns, please feel free to contact me at the above telephone number.

Very truly yours,

Darrin Howard

DH:ji

Affordable Homes.32703

Enclosures

cc: Hon. Paul L. Stephenson  
Denise M. Rose, Township Manager

**NOTICE OF  
PROFESSIONAL  
SERVICES CONTRACT**

Pursuant to N.J.S.A. 40A:11-5, notice is hereby given that the Willingboro Township Council adopted Resolutions on March 25 and April 1, 2003 authorizing contracts for professional services with Art Bernard of THP Inc. and Croxton Collaborative.

A. The nature of the Contracts: Planner - Fair Share Housing and Architectural Services for Municipal Complex.

B. The duration of the contracts:

C. The services to be performed under the contract are: In accordance with (A) above.

D. The amount of the contracts:  
No to exceed \$25,000.00  
and not to exceed \$28,000.00

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

A copy of the authorizing Resolutions and the contracts are on file and available for public inspection in the Office of the Township Clerk of the Township of Willingboro, Municipal Complex, One Salem Road, Willingboro, New Jersey.

Marie Annesse, RMC  
Township Clerk

Adv. Fee: \$28.08  
BCT: April 14, 2003  
Aff. Chg.: \$10.00

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**ART BERNARD, P.P.**

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*Housing and Land Use Planner*

**EDUCATION**

Master of City and Regional Planning, Rutgers University, 1974  
BA, History, Lafayette College, 1971

**LICENSES AND AFFILIATIONS**

New Jersey Professional Planners License #02507  
American Planning Association  
New Jersey Association of Consulting Planners  
New Jersey Federation of Planning Officials, Citations of Merit  
New Jersey Builder's Association Land Use Committee, Associates Citation  
New Jersey State Planning Commission Housing Advisory Committee

**PROFESSIONAL EXPERIENCE****THP, Inc.  
Principal****1994 to Present**

Provide consulting services related to general land use and affordable housing. Activities include preparation of municipal plans, development ordinances and development reviews. Represent developers before municipal boards and in litigation. Specialize in matters related to New Jersey's Mount Laurel obligation and the Council on Affordable Housing. Planner for High Bridge, South Plainfield, and Tinton Falls. Serve the Superior Court as Special Master with respect to Cinnaminson Township, Edgewater Park Township, Franklin Lakes Borough, Little Falls Township and Livingston Township.

**New Jersey Council on Affordable Housing (COAH)  
Executive Director****1993 to 1994**

Developed recommendations to the Governor and Legislature. Negotiated contracts for consulting services as necessary for the proper operation of the Council. Represented the Council before relevant interest groups, governmental bodies and the general public. Acted as a hearing officer in accordance with the provisions of the Fair Housing Act and the rules established by the Council.

**Deputy Director****1986 to 1993**

Responsible for developing all regulatory and policy recommendations for COAH. Managed the review of housing elements and the negotiations between municipalities and parties objecting to municipal housing elements. Developed and supervised a work program pertaining to mediation training, municipal and legislative outreach, housing element review and the production of publications. Negotiated housing settlements involving over 5,000 low and moderate income housing units.

**New Jersey Department of Community Affairs (DCA)  
Program Development Specialist**

**1982 to 1986**

Responsible for developing the rules for the Neighborhood Preservation Balanced Housing Program, a low and moderate income housing grant program designed to supplement the goals of New Jersey's Fair Housing Act. Co-authored the program guidelines, application criteria and review criteria for New Jersey's Small Cities Community Development Block Grant Program.

Project Manager of the New Jersey Model Subdivision and Site Plan Ordinance, designed to provide quality municipal improvements without adding unnecessary costs to the development process.

Project Manager of the New Jersey Class C Boarding House Study. Analyzed the costs associated with operating a boarding house. Assisted in developing New Jersey's Life Safety Improvement Program for boarding homes.

Responsible for representing DCA on the Delaware Valley Regional Planning commission and the New Jersey Clean Water Council. Responsible for providing technical assistance to the Division of Coastal Resources, the Pinelands Commission and the Meadowlands Commission on housing issues.

**Principal Planner**

**1979 to 1982**

Provided technical assistance to municipalities on land use and housing issues. Co-authored the *Affordable Housing Handbook* which discussed various means of reducing the cost of housing.

**Hunterdon County Planning Board  
Senior Planner**

**1974 to 1977**

Responsible for subdivision and site plan review and for providing technical assistance at municipal planning board meetings. Prepared the *Hunterdon County Economic Base Study* and the *Hunterdon County Transportation Plan*.

**New Jersey Department of Health  
Health Consultant**

**1977 to 1979**

Surveyed health providers throughout New Jersey and incorporated findings into the *New Jersey Health Master Plan*.

**Housing and Land Use Consultant**

**1982 to 1994**

Served as a professional housing and land use consultant within the states of Pennsylvania and New Jersey. Prepared report in response to a curative amendment challenging the Newtown Joint Planning Area Development Ordinance, PA. Prepared land use analysis for Richland Township, PA. Prepared master plans and development ordinances for South Plainfield, Hampton and High Bridge Boroughs, NJ.

**PUBLICATIONS**

- "Limits to the Builder's Remedy", New Jersey Municipalities
- "COAH and Its Rules: Time to Pay Attention", New Jersey Planning Officials
- "Low & Moderate Income Housing in NJ Faces Double Barreled Opposition", Dimensions
- "Planning for Affordable Housing", New Jersey Planning Officials
- "Planning Update", THP Newsletter
- "Strategies for Addressing Low Income Housing Needs", New Jersey Municipalities
- Mount Laurel II: Methods of Calculating Fair Share
- "The New Jersey Experience: Affordable Housing Seen as a Constitutional Obligation", Trends in Housing
- "Mount Laurel II: Revisited Five Years Later", Federation Planner.
- "Mount Laurel II: Working Toward Compliance", New Jersey Municipalities
- "Looking Beyond COAH's Numbers, New Jersey Municipalities
- Requirements of a Housing Element and Fair Share Plan
- "COAH Counts Successes Along Road to Affordable Housing", CUPREPORT

**LECTURES/AWARDS**

Associate of the Year, New Jersey Builder's Association, 1997  
Edward J. Bloustein School of Planning and Public Policy, Rutgers University  
Camden Law School, Rutgers University  
American University Law School  
Housing Conferences in New York, New Jersey, Rhode Island and Pennsylvania  
Colloquium of The Seton Hall University Center for Social Justice



*Provided Expert Testimony, Advise and/or Planning Reports  
Involving the Following Federal or State Legislation Cases:*

<u>New Jersey</u>	
Bergen:	Allendale Borough Closter Borough Franklin Lakes Borough Little Ferry Borough Montvale Borough Paramus Borough Saddle River Borough Tenafly Borough River Vale Township
Burlington:	Bordentown Township Cinnaminson Township Delanco Township Eastampton Township Edgewater Park Hainesport Township Medford Township Mount Holly Township Mount Laurel Township Westampton Township
Camden:	Haddon Township
Cumberland:	Upper Deerfield
Gloucester:	Harrison Township West Deptford Township
Hunterdon:	Clinton Township High Bridge Borough Lambertville City Tewksbury Township West Amwell Township
Mercer:	Princeton Borough Princeton Township West Windsor Township
Middlesex:	Carteret Borough Edison Township Metuchen Borough North Brunswick Township Piscataway Township Sayreville Borough South Plainfield Borough
Monmouth:	Avon-by-the-Sea Borough Farmingdale Borough Freehold Township Manalapan Township Marlboro Township Rumson Borough Wall Township
Ocean:	Barneget Township Beachwood Borough Berkeley Township Dover Township Eagleswood Township Jackson Township Manchester Township
Passaic:	Wayne Township Bloomingdale Borough North Haledon Township Little Falls Township
Salem:	Pittsgrove Township
Somerset:	Bernards Township Branchburg Township Greenbrook Township Hillsborough Township Manville Borough Millstone Borough
Sussex:	Green Township Hampton Borough Fredon Township Wantage Township
Union:	Summit City
Warren	Harmony Township
<u>Pennsylvania:</u>	Bedminster Township Buckingham Township Newtown Township Northampton Township Plumstead Township Upper Salford Township





**ART BERNARD, P.P.**

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***Provided Expert Testimony and Planning Reports  
Concerning Variance Applications In:***

**New Jersey**

<b>Burlington:</b>	Delanco Township Springfield Township
<b>Camden:</b>	Pennsauken Township
<b>Essex:</b>	East Orange City Roseland Borough
<b>Hunterdon:</b>	Clinton Township Flemington Borough Franklin Township Lambertville City Union Township
<b>Mercer:</b>	Lawrence Township Trenton City
<b>Middlesex:</b>	Cranbury Township East Brunswick Township Edison Township Metuchen Borough North Brunswick Township South Brunswick Township Woodbridge Township
<b>Monmouth:</b>	Long Branch City Middletown Township Sea Bright Borough Tinton Falls Borough
<b>Morris:</b>	Chester Township Mendham Borough
<b>Ocean:</b>	Ship Bottom Borough Jackson Township Manchester Township Ocean Township
<b>Somerset:</b>	Branchburg Township Warren Township
<b>Sussex:</b>	Hardyston Township Wantage Township
<b>Union:</b>	Elizabeth City
<b><u>Pennsylvania:</u></b>	Buckingham Township New Hope Borough

call her back after he checked with the math teacher and D.G. The math supervisor authorized changing D.G.'s level from honors to accelerated. *See* Ex. B-52.

- **D.M.:** Respondent alleges that on September 11, 2000, Dr. Banks received a telephone call from D.M.'s mother requesting a counselor change. Position Statement, pp. 7-8. Allegedly, D.M.'s mother was not happy because Mr. Swangin had done nothing to help her son who had a 504 Plan, and he failed to return several of her telephone calls.

However, due to Dr. Banks' denial of necessary 504 services to D.M., as well as other students assigned to Mr. Swangin, D.M. was never granted a 504 Plan at JAMS.<sup>3</sup> Moreover, Mr. Swangin returned each of D.M.'s mother's telephones calls in a timely manner. *See* Ex. B-1 to B-4.

- **A.T.<sup>4</sup>:** Respondent alleges that A.T.'s mother requested a counselor change from Mr. Swangin on September 14, 2000. Position Statement, p. 8. At that time, A.T. was a newly arrived sixth grader. He continued to remain on his roster until Mr. Swangin was transferred from JAMS in June 2002.
- **A.P.:** Respondent alleges that Mr. Swangin failed to follow proper procedures in response to a student's (A.P.) suicide threat. Position Statement, p. 6.

During his time on Mr. Swangin's roster, A.P. was an above-average student in mixed-level classes. He was sensitive to perceived unfairness and struggling with the prospect of losing his mother to cancer.

On June 3, 2002, A.P.'s math teacher accompanied him to the Guidance Office after he threatened suicide during class. At the time of the suicide threat, Dr. Banks, the vice-principal and the head counselor were absent from JAMS. Given the emergent nature of A.P.'s behavior, Mr. Swangin immediately implemented Respondent's policy for Students at Risk for Suicide. *See* Ex. B, Att. B. Mr. Swangin left Dr. Banks a note about the incident. Despite following Respondent's policy, Dr. Capraro advised Mr. Swangin that he did not follow the policy. *See* Ex. B-31, B-32, and B-37.

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<sup>3</sup> Dr. Banks similarly denied 504 services to another of Swangin's students, A.P., despite the joint-efforts of the Child Study Team, A.P.'s physician and parent, and clear documented evidence of her dyslexic-like condition. *See* Ex. B-5 to B-7. By comparison, Dr. Banks approved 50 percent of the head counselor's 504 Plan renewals during the 2001-02 school year. *See* Ex. B-3. She also granted the head counselor's request for a 504 Plan for S.L., even though the head counsel had undermined the Child Study Team and violated the district's procedures to do so. *See* Ex. B-3 and B-8.

<sup>4</sup> Another student with the initials A.T. was a mainstreamed special needs student. At the beginning of the 2001-2002 school year, her mother requested a schedule change of her elective to music. Dr. Banks denied the requested schedule change despite the efforts of A.T.'s case manager, music teacher and Mr. Swangin. *See* Ex. B-47 to B-49.

**RESOLUTION NO. 2003 - 52**

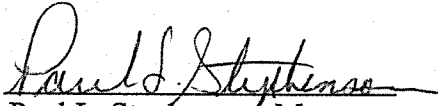
**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE**

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

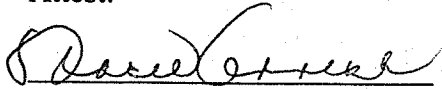
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

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

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

  
Paul L. Stephenson, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

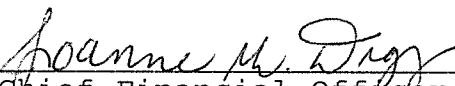
Resolution Date: 04/01/03  
Resolution Number: 2003-52

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

Contract: 03-00003 CROXTON-MUN BLDG ARCHITECT

Account Number	Amount	Department
C-04-55-902-002-908	28,000.00	2002 GENERAL CAPITAL
Total	28,000.00	

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

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

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

17 February 2003

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

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

Dear Ms. Rose:

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

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

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

Ms. Denise Rose  
**Township of Willingboro**  
17 February 2003  
Page 2

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

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

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

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

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

Pre-design Phase

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

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

Departments

- Township Management
  - Fiscal Services
  - Court and Court Administration
  - Inspections and Enforcement
  - Human Services
  - Police Department
- Inventory existing furniture for reuse.
  - Evaluation of work for the Little Red School House

---

**Deliverable:** Pre-Design Report and Presentation to Town Council to confirm final Scope of Work, Program and Schedule.

---

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

Basic Services:

Schematic Design  
Design Development  
Construction Documentation  
Bid/Negotiation  
Construction Administration

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

**CCA Consultants**

Engineers

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

Landscape Architect

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

Cost Estimator

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

Furniture, Furnishings and Equipment (FF&E)

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

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

**Township of Willingboro Consultants**

Tel/Data Consultant

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

Security Consultant

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

Architectural Signage and Graphics

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

**Schedule/Process:**

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

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

See schedule following:



<b>Pre-Design Phase:</b>	4 Weeks
Presentation and Board Review:	2 Weeks
<b>Phase 1: Schematic Design</b>	4 Weeks
Presentation and Board Review:	2 Weeks
<b>Phase 2: Design Development</b>	6 Weeks
Presentation and Board Review:	2 Weeks
<b>Phase 3: Construction Documentation</b>	12 weeks
<b>Phase 4: Bid/Negotiation</b>	4 weeks

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<b>Time to Contract Award</b>	<b>8 Months</b>
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<b>Phase 5: Construction Administration</b>	Phased per final scope of work approved in Pre-design Report
Furniture Installation/Furnishing	2 Weeks after completion of contract

### **Compensation**

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

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

- 
- |   |                    |
|---|--------------------|
| • <b>Initial payment upon signature of this letter:</b>         | <b>\$14,000.00</b> |
| • <b>Full payment on submission of Report and presentation:</b> | <b>\$14,000.00</b> |
- 

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

Ms. Denise Rose  
Township of Willingboro  
17 February 2003  
Page 6

the Municipal Offices to coincide with our work on The Kennedy Center, so as to minimize cost, your time and the Township meetings.

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

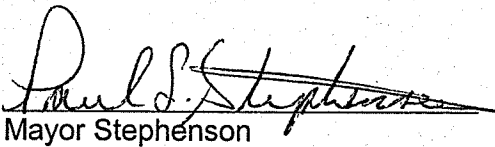
Yours sincerely,

Randolph R. Croxton, FAIA  
Director of Planning and Architecture  
and

Kirsten Childs, ASID  
Director of Facilities Planning  
Interior Design

Pre-Design Phase Authorized by:

Accepted by:

  
Mayor Stephenson

\_\_\_\_\_  
Randolph R. Croxton, President

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

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

CC: Michael A. Armstrong, Esq.



# TOWNSHIP OF WILLINGBORO

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

April 9, 2003

Mr. Randolph R. Croxton, President  
Croxton Collaborative Architects, P.C.  
475 Fifth Avenue  
New York, New York 10017

Dear Mr. Croxton:

Attached is a certified copy of Resolution No. 2003 – 52 which was adopted by Willingboro Township Council at their meeting of April 1, 2003. Also attached is an original and two copies of the agreement. Please sign all and return the original and one copy to my attention.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

**RESOLUTION NO. 2003 - 53**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

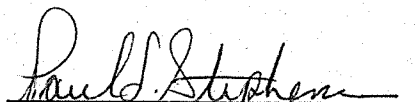
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/01, 2003, that an Executive Session closed to the public shall be held on 4/01, 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 - 54

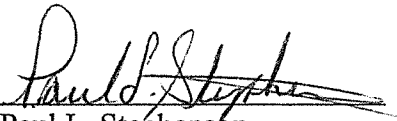
EMERGENCY DECLARATION SHELTER  
RELOCATION OF BUS SHELTER  
WILLINGBORO TOWN CENTER

WHEREAS, Willingboro Township Council, through correspondence received by the Township Engineer, has determined that there is a need to relocate the Bus Shelter at the Willingboro Town Center; and

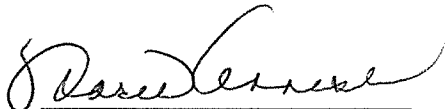
WHEREAS, the attached letter from the Township Engineer, dated March 13, 2003, clearly indicates the need for the relocation of the Bus Shelter to Campbell Drive and also states that three proposals were requested and received; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of April, 2003, that the proposal received from F & H Builders, Inc. \$10,250.00 (approximate cost) plus an additional \$1,000.00 to insure the completion of the project, be approved.

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

  
Paul L. Stephenson  
Mayor

Attest:

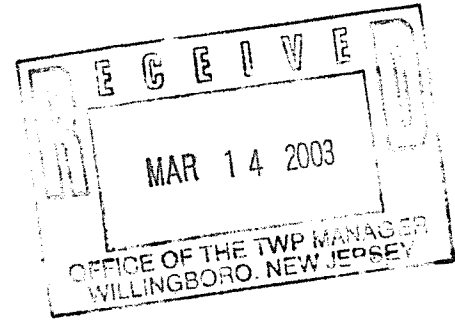
  
Marie Annese, RMC  
Township Clerk

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

March 13, 2003

Mark E. Malinowski, PE

Ms. Denise Rose & 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: Emergency Declaration Shelter  
Relocation of Bus Shelter  
Willingboro Town Center  
LWR File No. 2002-39-15-07

Dear Ms. Rose & Members of Council:

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

In accordance with the accompanying emergency declaration letter (attached), the bus shelter required relocation to Campbell Drive. The existing location near Route 130 North was temporary. The buses were required to enter the Park-n-Ride to pick-up and discharge passengers. The Park-n-Ride lot was never designed to carry the weight of buses nor the number of trips the buses made in a day. As a result, these buses created "crater" sized holes in this parking area which have since been repaired. This constituted the emergency declaration requiring:

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

1. Public Works to repair the parking lot craters with asphalt.
2. The relocation of the shelter to Campbell Drive such that buses need not enter the parking lot to pick-up and discharge passengers.

The asphalt repair was completed by the Public Works Department on Saturday, December 21, 2002.

In accordance with the Contract law, three (3) proposals were obtained for the Shelter relocation. All proposals were less than the threshold of \$20,000, therefore the project was not required to bid.

Proposals were received from:

TC Concrete Work	Bordentown, NJ	\$12,800.00
A to Z Masonry Contractor	Mt. Holly, NJ	\$12,350.00
F & H Builders, Inc.	Willingboro, NJ	\$10,250.00

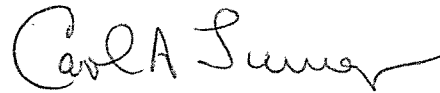
Ms. Denise Rose & Members of Council  
March 13, 2003  
Page 2

The lowest responsive and responsible proposal was received by F & H Builders in the amount of \$10,250.00. In that this project was required under an emergency condition, the work has been substantially completed for a while and the buses now pick-up and discharge their passengers along Campbell Drive.

I request and recommend approval of the project and funds in the amount of \$11,250.00 to cover the costs associated with this project.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

A handwritten signature in cursive script that reads "Carl A. Turner". The signature is written in black ink and is positioned above the printed name and title.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db



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

*MEMO*

---

---

**TO:** Denise Rose, Township Manager

**FROM:** Carl A. Turner, PE, Township Engineer

*CS*

**DATE:** December 19, 2002

**RE:** Park-n-Ride Pavement Collapse Emergency  
2002-39-10

At the request of Councilman Campbell, I performed a visual inspection of the Park-n-Ride lot. The bus traffic has worn this area to the point that in certain areas the subbase material can be seen. The surface and base course has been totally worn or collapsed.

I must declare the condition of this lot unsafe and in an emergency condition. It is detrimental to automotive vehicular traffic.

I have designed a location to relocate the bus shelter to Campbell Drive. This will allow the buses to use only Campbell Drive for passenger pick-up.

I recommend that Public Works be allowed to purchase cold patch and fill all collapses temporarily. In the meantime, I am making arrangements with a Contractor to correctly repair this area.

CAT:db

c: Harry McFarland, Public Works Director



**RESOLUTION NO. 2003 – 55**

WHEREAS, the Statewide Victims' Rights Summit to be held on April 7, 2003, marks the Crime Victims' Rights Week Kickoff event, which initiates the observance of Crime Victims' Rights Week in the State of New Jersey from April 6 through 13, 2003; and

WHEREAS, the Township of Willingboro recognizes that on November 5, 1991 the voters of the State of New Jersey adopted Article 1, paragraph 22, the Victim's Rights Constitutional Amendment which promised to all victims of violent crime that they would be treated with "fairness, compassion and respect" in the criminal justice system; and

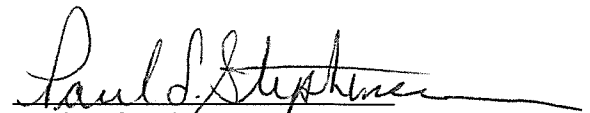
WHEREAS, the theme for Crime Victims' Rights Week in the State of New Jersey and throughout the nation for the year 2003 is "Victims Rights – Fulfill the Promise".

WHEREAS, the Township of Willingboro is pleased to recognize and honor all victims of crime and those activists who have demonstrated concern and compassion on behalf of their fellow citizens who have been victimized by violent crime; and

WHEREAS, the Township of Willingboro does hereby affirm its support of a statewide and national commitment to violence reduction and victim assistance to help bring criminals to justice, as well as increased efforts to protect citizens and safeguard the rights of those who become victims of crime; and

WHEREAS, the Township of Willingboro is pleased to support a statewide Victims' Rights Summit which will take place on April 7, 2003 which will bring together victims, advocates, service providers, prosecutors and legislators to celebrate the efforts made on behalf of crime victims in the past and to affirm our goals for the future.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of April, 2003, that we join in the observance of April 6 through 13, 2003 as Crime Victims' Rights Week in the State of New Jersey; support the promise and pay tribute to the many individuals and organizations who support and apply their resources in behalf of crime victims, and urge all citizens to do their part to stop violence by reporting crimes and refusing to tolerate injustice in their homes or in their communities.

  
Paul L. Stephenson, Mayor

Attest:



Marie Annese, RMC  
Township Clerk

50 Park Place  
Newark, NJ 07102  
(973) 648-2107  
FAX (973) 648-7031



PO Box 084  
Trenton, NJ 08625  
(609) 292-8446  
FAX (609) 292-1205

E-mail [www.njvictims@vccb.org](mailto:www.njvictims@vccb.org)

## State of New Jersey VICTIMS OF CRIME COMPENSATION BOARD

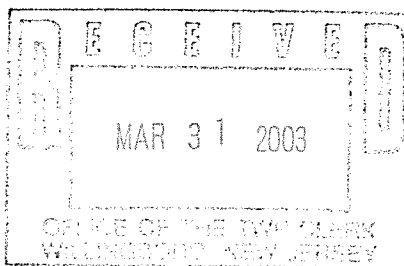
JAMES E. MCGREEVEY  
Governor

COMMISSIONERS

RICHARD D. POMPELIO, CHAIR  
LOIS JOHNSON  
MARIANNE MCCONNELL  
MATTHEW SCANNAPIECO  
JACOB C. TOPOREK

March 28, 2003

Marie Annese, Clerk  
Willingboro Township  
1 Salem Road  
Willingboro, New Jersey 08046



Dear Ms. Annese:

April 6 through 13, 2003 has been designated as Crime Victims' Week in New Jersey and throughout the United States. On Monday, April 7th the State of New Jersey will host the third annual Victims' Rights Summit. The Summit will mark our statewide commemoration of Crime Victims' Rights Week: "Victims' Rights - Fullfill the Promise." The Summit will bring together those individuals from various disciplines who have distinguished themselves in the area of victims' rights and the criminal justice system. You and any individuals designated by your Governing Body are cordially invited to attend this event.

The Summit is sponsored by the Victims of Crime Compensation Board, the State Office of Victim-Witness Advocacy, Division of Criminal Justice, the New Jersey Crime Victims Law Center and the New Jersey Association of Crime Victim Advocates Inc. The Summit will serve to keep New Jersey in the forefront as one of the leaders in Victims' Rights in the United States.

Enclosed is a draft Resolution which I respectfully request you cause to be adopted by your Governing Body. It is important to crime victims, victim advocates and law enforcement throughout this State that we continue to receive the support of those governmental entities who serve as part of the foundation of our great democracy.

Thank you very much for your attention to this request, and if you have any questions or would like to attend our event, please call my office at 973-877-1436.

Yours very truly,

Handwritten signature of Richard D. Pompelio in cursive.

Richard D. Pompelio, Chairman

Enclosure  
RDP/ajp

"WHEN IT SEEMS NO ONE CARES - WE DO"

NEW JERSEY IS AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION RECOGNIZING APRIL 6 THROUGH 13, 2003  
AS CRIME VICTIMS' RIGHTS WEEK IN THE STATE OF  
NEW JERSEY AND SUPPORTING THE STATEWIDE  
VICTIMS' RIGHTS SUMMIT TO BE HELD ON APRIL 7,  
2003

WHEREAS, The statewide Victims' Rights Summit to be held on April 7, 2003, marks the Crime Victims' Rights Week Kickoff event, which initiates the observance of Crime Victims' Rights Week in the State of New Jersey from April 6 through 13, 2003; and,

WHEREAS, The \_\_\_\_\_ of \_\_\_\_\_ recognizes that on November 5, 1991 the voters of the State of New Jersey adopted Article 1, paragraph 22, the Victim's Rights Constitutional Amendment which promised to all victims of violent crime that they would be treated with "fairness, compassion and respect" in the criminal justice system; and

WHEREAS, the theme for Crime Victims' Rights Week in the State of New Jersey and throughout the nation for the year 2003 is "Victims Rights - Fulfill the Promise."

WHEREAS, The \_\_\_\_\_ of \_\_\_\_\_ is pleased to recognize and honor all victims of crime and those activists who have demonstrated concern and compassion on behalf of their fellow citizens who have been victimized by violent crime; and,

WHEREAS, The \_\_\_\_\_ of \_\_\_\_\_ does hereby affirm its support of a statewide and national commitment to violence reduction and victim assistance to help bring criminals to justice, as well as increased efforts to protect citizens and safeguard the rights of those who become victims of crime; and,

WHEREAS, The \_\_\_\_\_ of \_\_\_\_\_ is pleased to support a statewide Victims' Rights Summit which will take place on April 7, 2003 which will bring together victims, advocates, service providers, prosecutors and legislators to celebrate the efforts made on behalf of crime victims in the past and to affirm our goals for the future; now, therefore,

Be It Resolved by the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_

That the \_\_\_\_\_ of \_\_\_\_\_ hereby joins in the observance of April 6 through 13, 2003 as Crime Victims' Rights Week in the State of New Jersey, and does hereby support the promise and pay tribute to the many individuals and organizations who support and apply their resources in behalf of crime victims, and urges all citizens to do their part to stop violence by reporting crimes and refusing to tolerate injustice in their homes or in their communities; and,

Be It Further Resolved, That a duly authenticated copy of this resolution be signed by the \_\_\_\_\_ and attested by the Clerk.

Attest: \_\_\_\_\_



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

April 9, 2003

Mr. Richard D. Pompelio  
State of New Jersey  
Victims of Crime Compensation Board  
P. O. Box 084  
Trenton, New Jersey 08625

Dear Mr. Pompelio:

Attached is a certified copy of Resolution No. 2003 – 55 which was adopted by Willingboro Township Council at their meeting of April 1, 2003.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

**RESOLUTION NO. 2003 -56**

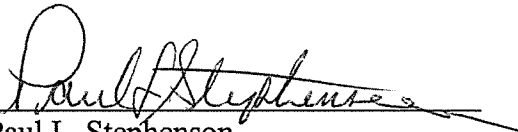
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments, payments in error or senior citizen deductions.

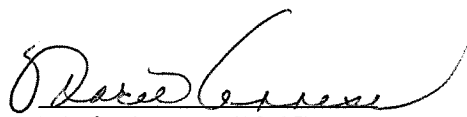
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of April, 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

SLM FINANCIAL CORP. \$2383.84  
1007 LAUREL OAK ROAD  
SUITE B  
VOORHEES, N.J. 08043  
BLOCK 409  
LOT 75  
210 CLUBHOUSE ROAD  
OVERPAYMENT TAXES

CITIFINANCIAL MTG. 2288.63  
PO BOX 141869  
IRVING, TEXAS 75014  
BLOCK 1021  
LOT 2  
129 NIAGARA LANE  
OVERPAYMENT TAXES

CHASE HOME FINANCE 938.24  
ATTN: TAX DEPT – CHRIS MAURER  
3415 VISION DRIVE  
COLUMBUS, OHIO 43219  
BLOCK 820  
LOT 3  
11 ENDWELL LANE  
OVERPAYMENT TAXES

FIRST AMERICAN REAL ESTATE TAX SERVICE 773.21  
ATTN: ZACH  
3445 WINTON PLACE  
SUITE 219  
ROCHESTER, NY 14692  
BLOCK 106  
LOT 25  
91 SHAWMONT LANE  
OVERPAYMENT TAXES

SOVEREIGN BANK 960.63  
PO BOX 12646  
10-6438-TX5  
READING, PA 19612  
BLOCK 1119  
LOT 1  
3 THRUSH WAY  
OVERPAYMENT TAXES

**RESOLUTION NO. 2003 - 57**

**A RESOLUTION AUTHORIZING CHANGE ORDERS  
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

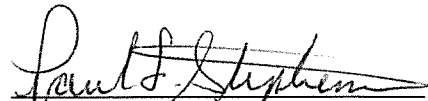
WHEREAS, Willingboro Township Council by Resolution No. 2002, 161 approved Change Orders Number 1 through 5 increasing the contract from \$205,425.00 to \$226,859.00 (an increase of \$21,434.00) and

WHEREAS, the Remington & Vernick Engineers (Clerk of the Works) has submitted and approved Change Orders Number 6, 7 and 8 which decreases the contract by \$2,923.50.


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 8<sup>th</sup> day of April, 2003, as follows:

1. **Change Order No. 6** Delete four electrical outlets, turning vanes and overhead profit – Credit of \$402.50
2. **Change Order No. 7** Add power exhausts to RTU #5 & #6 and rebalance HVAC system – Increase of \$3,979.00.
3. **Change Order No. 8** Credit for elimination of 4” gas piping, bathroom exhaust runs, and extra electrical outlets – Credit of \$6,500.00.
4. **Change Order No. 6, 7 and 8** adjusts the contract from \$226,859 to \$223,935.50 reflecting a credit of \$2,923.50.
4. 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

Certification Of Availability of Funds  
-----

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


Resolution Date: 04/08/03  
Resolution Number: 2003-57

Vendor: AIRCO050 AIR CONTROL TECHNOLOGY, INC.  
762 WHITE HORSE PIKE  
ATCO, NJ 080042162

Contract: 02-00020 AIR CONDITIONING & MECHANICAL  
MODIFICATION TO SR CTR

04-55-900-002-918	- 2923.50	
Account Number	Amount	Department

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

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



APR. 4.2003 1:30PM  
Nov 05 02 01:57p

REMINGTON & VERNICK  
Air Control Tech

NO. 920 P.2/2  
(856) 768-7878

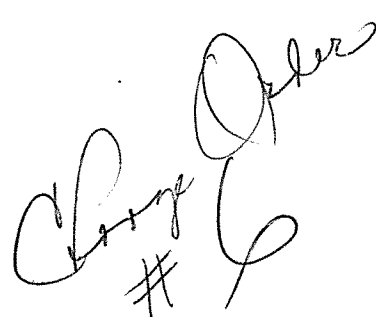
P.2

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 - Arco, NJ 08004



November 5, 2002

Remington & Vernick Engineers  
95 Grove Street  
Haddonfield, NJ 08033-19

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	<u>\$ 150.00</u>
<b>Subtotal</b>	<b>\$ 350.00</b>
15% overhead / profit	<u>\$ 52.50</u>
<b>Total Credit</b>	<b>\$ 402.50</b>

Please review and call if you should have any questions.

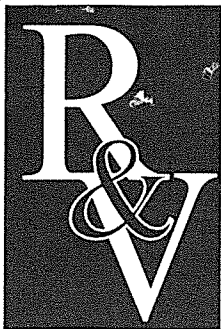
Sincerely,

Air Control Technology, Inc.



Anthony N. Piccone  
President

ANP:jtd



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**

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

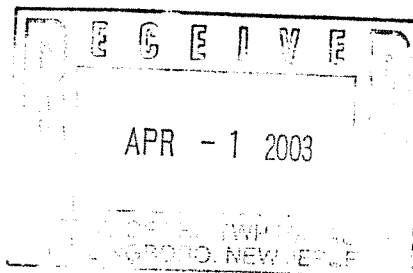
University Office Plaza  
 Commonwealth Building  
 260 Chapman Road Ste. 104F  
 Newark, DE 19702  
 (302) 266-0212  
 (302) 266-6208 (fax)

www.rve.com

March 28, 2003

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

Re: Kennedy Center Senior Citizens Area  
 Change Order #7 & #8



Dear Ms. Rose:

Enclosed, please find a copy of Air Control Technology Change Order #7 & #8 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#7	\$3,979.00	Add power exhausts to RTU #5 & #6 and rebalance HVAC system.
CO#8	(\$6,500.00)	Credit for elimination of 4" gas piping, bathroom exhaust runs, and extra electrical outlets.
<b>Total</b>	<b>(\$2,521.00)</b>	<b>Credit</b>

<b>Original Contract Amount</b>	<b>\$ 205,425.00</b>
<b>Change Orders to Date (CO#1-#8)</b>	<b>\$ 18,510.50</b>
<b>Revised Contract Amount</b>	<b>\$ 223,935.50</b>

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, Marie Annese, Township Clerk

# ACT

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## AIR CONTROL TECHNOLOGY, INC.

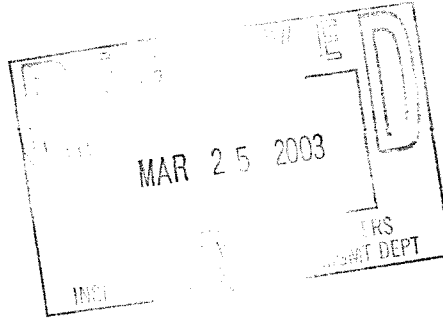
Heating – Air Conditioning – Boilers  
762 White Horse Pike – Atco, NJ 08004

March 21, 2003

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 cost breakdown to add (2) power exhausts for the (2) units as requested:

Balancing of Outside Air	\$ 800.00
2 Power Exhausts for economizer	\$1,780.00
Labor to install- 8 hours / 2 men	<u>\$ 880.00</u>
<b>Subtotal</b>	<b><u>\$3,460.00</u></b>
15% overhead / profit	<u>\$ 519.00</u>
<b>Total</b>	<b><u>\$3,979.00</u></b>

Please review and call if you should have any questions.

Sincerely,

Air Control Technology, Inc.



Anthony N. Piccone  
President

ANP:jtd

# ACT

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**AIR CONTROL TECHNOLOGY, INC.**  
*Heating – Air Conditioning – Boilers*  
762 White Horse Pike – Atco, NJ 08004

March 24, 2003

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 credit as discussed:

Electrician ran wires to above ceiling so most of the work is done, but he is unable to run down wall due to objects in the way:

Gas pipe credit	\$4,000.00
4 exhaust runs, bathroom	\$1,500.00
Electrical outlets	<u>\$1,000.00</u>
<b>Total Credit</b>	<b>\$6,500.00</b>

Please review and forward Change Order, or if you have any questions, please call.

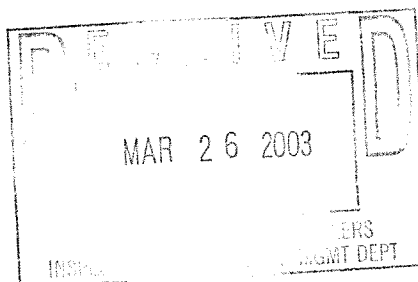
Sincerely,

Air Control Technology, Inc.



Anthony N. Piccone  
President

ANP:jtd



**RESOLUTION NO. 2003 - 58**

**A RESOLUTION AWARDING A PROFESSIONAL  
SERVICES CONTRACT TO GAIL FOUNTAINE  
FOR NEWSLETTER SERVICES.**

WHEREAS, there is a need for an independent consultant to serve as Newsletter Coordinator for the Township of Willingboro; and

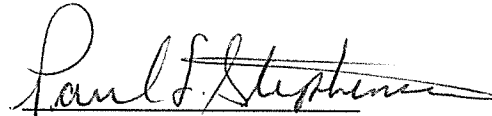
WHEREAS, it is necessary that the Township Council authorize the execution of a contract with an independent consultant, in accordance with the provisions of the Local Public contracts Law; and

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of April, 2003, that:

1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Coordinator for a term beginning April 1, 2003 and ending March 31, 2004
2. The compensation is fixed at \$2,700.00.
3. The Consultant shall be reimbursed for the cost of film and film processing and printing. All resulting photographic, digital and print product are the property of the Township.
4. Payment shall be made within 30 days after completion of Newsletter and the submission of voucher as per the attached contract.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Gail Fountaine and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

  
PAUL L. STEPHENSON  
MAYOR

Attest:

  
Marie Annese, RMC  
Deputy Township Clerk

## **INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS, the Township Council requires the services of an Consultant to serve as Newsletter Coordinator; and

WHEREAS, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Newsletter Coordinator of the Township's Newsletter; and

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

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

WHEREAS, Gail Fontaine has offered her services to the Township as an Independent Consultant qualified to perform the services of Newsletter Coordinator.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Gail Fontaine as follows:

- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Township Newsletter Coordinator.
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 2003 to March 31, 2004, the Independent Consultant agrees to serve as Newsletter Coordinator for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.
- III. Compensation. During the term of this Agreement, the compensation is fixed at \$2,700.00 and reimbursement shall be made for the cost of film, film processing and printing. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within thirty (30) days after completion of the Newsletter. Voucher shall be paid upon submission.

IV. Equal Opportunity.

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

2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A.10:5-31 and the applicable regulations hereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

V. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.

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

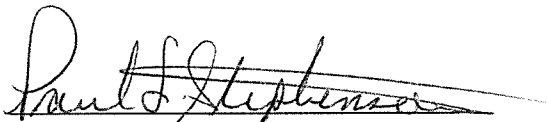
VII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.


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

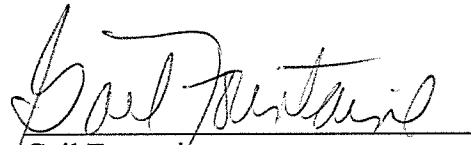
IX. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

- X. Entire Agreement. This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- XI. Termination. The parties hereto may terminate this Agreement by either party given fifteen (15) days written notice to the other.

**In Witness Whereof**, this Agreement has been executed on this 8<sup>th</sup> day of April, 2003, for the purpose and the term specified herein.

  
Dr. Paul L. Stephenson  
Mayor

  
Marie Annese, RMC  
Township Clerk

  
Gail Fountaine  
Newsletter Coordinator



### Mandatory Affirmative Action Language Required.

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex 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 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.

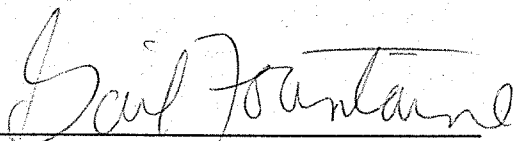
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement

bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex 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 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).



Gail Fountaine, Newsletter Coordinator  
As part of 2003-04 Agreement

4/16/03  
Date

**RESOLUTION NO. 2003 – 59**

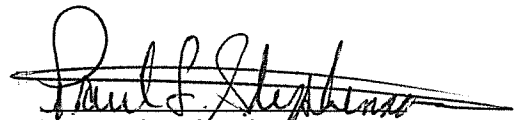
WHEREAS, N.J.S.A. 40a:4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body providing that at least one week prior to the date of hearing a complete copy of the approved budget, as advertised,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

WHEREAS, these two conditions have been met,

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

Roll Call Vote:

Councilman Ayrer	Yes
Councilwoman Johnson	Yes
Councilman Ramsey	Yes
Deputy Mayor Campbell	Yes
Mayor Stephenson	Yes

  
Dr. Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk  
April 8, 2003

**RESOLUTION NO. 2003 – 60**

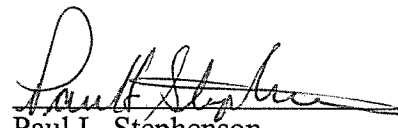
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH  
PAULETTE BROWN, ESQ.**

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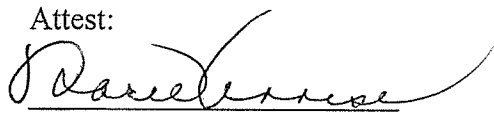
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq. ) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29<sup>th</sup> day of April, 2003 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: PAULETTE BROWN, ESQ. for
  - a. Workplace Seminars and Training for all employees over a twelve month period – not to exceed \$10,000.00
  - b. Legal services for internal employment disputes - \$650.00 each
  - c. Negotiations and participation in collective bargaining negotiations and agreements – annual fee of \$12,000.00
  - d. Annual Fee of \$3,200.00 to be available to Council, Manager – to respond to miscellaneous employment questions.
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the 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

# DUANE MORRIS

FIRM and AFFILIATE OFFICES

PAULETTE BROWN  
DIRECT DIAL: 973.424.2046  
E-MAIL: [PBrown@duanemorris.com](mailto:PBrown@duanemorris.com)

[www.duanemorris.com](http://www.duanemorris.com)

April 25, 2003

Dr. Mayor Paul Stephenson  
c/o Michael A. Armstrong, Esq.  
Township Attorney  
Law Office of Michael A. Armstrong  
79 Mainbridge Road  
Willingboro, NJ 08046

NEW YORK  
LONDON  
CHICAGO  
HOUSTON  
PHILADELPHIA  
SAN FRANCISCO  
BOSTON  
WASHINGTON, DC  
ATLANTA  
MIAMI  
NEWARK  
ALLENTOWN  
WILMINGTON  
CHERRY HILL  
HARRISBURG  
BANGOR  
PRINCETON  
PALM BEACH  
WESTCHESTER

Re: **Willingboro Township - Employment Matters**

Dear Dr. Mayor Stephenson:

We are pleased that you have asked our firm to serve as counsel on behalf of Willingboro Township in the above matter. I am sending this letter to outline the general terms under which Duane Morris LLP (hereinafter referred to as the "Firm" or "we" or "us") can represent Willingboro Township in connection with the above matter. The terms herein stated will apply to that representation, except as they may be amended in writing signed by the Firm and you. Our engagement is limited to performance of services related to this action. We are not your general counsel and our acceptance of this engagement does not involve an undertaking to represent Willingboro Township's interests in any other matter.

The representation of Willingboro Township by the Firm is governed by the legal ethics and professional responsibility code and rules as adopted by the courts of the State of New Jersey. One of the requirements of the code and those rules is that both the Firm and you agree to the terms and conditions of the representation in a writing subscribed by both parties, which includes the terms and conditions relating to the amounts charged for fees and the payment thereof.

I will have primary responsibility at the Firm for your representation. We will provide legal counsel to Willingboro Township in accordance with this letter and in reliance upon information and guidance provided by you, to keep you reasonably informed of progress and developments, and to respond to your inquiries.

It is possible that during the time that the Firm is representing Willingboro Township, some of our present or future clients may have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients

in any matter that is not substantially related to our work for you in this matter. The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance, where, as a result of our representation of you, the Firm has obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your disadvantage.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to this case and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request in connection with this matter.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the initial basis for determining the fee. Our billing rates currently range from \$185.00 an hour for new associates to \$510.00 an hour for senior partners. My time is currently billed at \$320.00 an hour. In lieu of the rates and based upon the number of employees currently employed by Willingboro, we would propose to provide: (1) workplace harassment (and other workplace issues) seminars and trainings for all of your employees over the course of a twelve month period for \$10,000; (2) legal services for each internal employment dispute for \$650; (3) negotiations and participation in collective bargaining negotiations and agreements for an annual fee of \$12,000, excluding extenuating circumstances; (4) an annual fee of \$3,200 to be available, on call to the Council or City Manager, to respond to miscellaneous employment questions. As indicated to you in my previous letter, it is impossible at this time to predict litigation costs without knowing your experience and no litigation services are contemplated by this Agreement. A separate retainer agreement will be entered into in the event of representation for litigation.

In addition, statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. In addition, we have the right to charge a late fee of up to 1% per month for any statement that has not been paid within 30 days.

April 25, 2003  
Page 3

The fees and costs relating to this matter are not predictable. Accordingly, we make no commitment to you concerning the maximum fees and costs that will be necessary to complete this matter. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

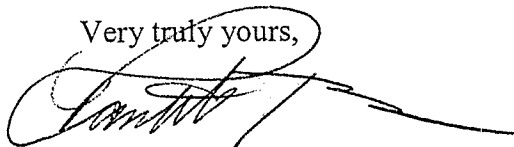
If any experts or outside consultants are necessary we will consult with you before they are retained. Although the Firm may retain such experts and outside consultants for purposes of maintaining a work-product privilege, you will be responsible for the payment of such third-party invoices.

You may terminate our representation at any time upon notice to the Firm. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Please review this letter carefully and, if it meets with your approval, please sign a copy of this letter as noted below and return the original to me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paulette Brown", written over a circular flourish.

Paulette Brown

PB/am

April 25, 2003  
Page 4

Agreed and Accepted:

On behalf of Willingboro Township

By: Paul D. Stephenson

Title: MAYOR

Date: April 29<sup>th</sup>, 2003



# DUANE MORRIS

FIRM and AFFILIATE OFFICES

- NEW YORK
- LONDON
- CHICAGO
- HOUSTON
- PHILADELPHIA
- SAN FRANCISCO
- BOSTON
- WASHINGTON, DC
- ATLANTA
- MIAMI
- NEWARK
- ALLENTOWN
- WILMINGTON
- CHERRY HILL
- HARRISBURG
- BANGOR
- PRINCETON
- PALM BEACH
- WESTCHESTER

PAULETTE BROWN  
 DIRECT DIAL: 973.424.2046  
 E-MAIL: [PBrown@duanemorris.com](mailto:PBrown@duanemorris.com)

[www.duanemorris.com](http://www.duanemorris.com)

December 10, 2002

**CONFIDENTIAL**

**VIA E-MAIL & FACSIMILE 609.877.7755**

Michael A. Armstrong, Esq.  
 Township Attorney, Willingboro Township  
 Law Office of Michael A. Armstrong  
 79 Mainbridge Road  
 Willingboro, NJ 08046

**Re: Proposal to Provide Labor and Employment Services to the Willingboro Township**

Dear Mr. Armstrong:

Our Firm is pleased you have, on behalf of the President and Council of Willingboro Township, requested a proposal to provide various labor and employment services on behalf of Willingboro. If this proposal is approved by the Council, I will forward to you a formal retainer agreement for your review and signature. The purpose of this letter is to also set forth the role we propose to serve and the responsibilities we will assume with respect to an engagement with Willingboro.

I will have primary responsibility for any services to you rendered on behalf of the Firm. From time to time, I may request the assistance of another attorney in the Firm. I will advise you if such assistance becomes necessary. We thank you for giving us the opportunity to serve as your counsel in the labor and employment area.

Based upon the number of employees currently employed by Willingboro, we would propose to provide: (1) workplace harassment (and other workplace issues) seminars and trainings for all of your employees over the course of a twelve month period for \$10,000; (2) legal services for each internal employment dispute for \$650; (3) negotiations and participation in collective bargaining negotiations and agreements for an annual fee of \$12,000, excluding extenuating circumstances; (4) an annual fee of \$3,200 to be available, on call to the Council or City Manager, to respond to miscellaneous employment questions. It is impossible at this time to predict litigation costs without knowing your experience. I will be better able to advise in this area when I receive your history of lawsuits in the employment area.

DUANE MORRIS LLP A DELAWARE LIMITED LIABILITY PARTNERSHIP  
 744 BROAD STREET, SUITE 1200 NEWARK, NJ 07102-3889  
 NWK\68137.1

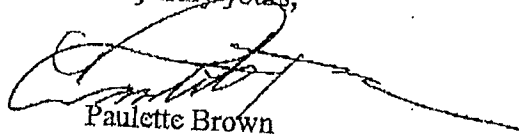
WALTER J GREENHALGH, RESIDENT PARTNER  
 PHONE: 973.424.2000 FAX: 973.424.2001

10  
17

Michael A. Armstrong, Esq.  
December 10, 2002  
Page 2

If there is any further information which you require, please do not hesitate to contact me.  
Thank you for your consideration.

Very truly yours,



Paulette Brown

PB/am



DUANE MORRIS LLP  
744 BROAD STREET, SUITE 1200  
NEWARK, NJ 07102-3889  
PHONE: 973.424.2000  
FAX: 973.424.2001

*A Delaware limited liability partnership*  
WALTER J. GREENBALGH, RESIDENT PARTNER

## FACSIMILE TRANSMITTAL SHEET

**TO:** Michael A. Armstrong, Esq.  
**FIRM/COMPANY:** Willingboro Township  
**FACSIMILE NUMBER:** 609.877.7755  
**CONFIRMATION TELEPHONE:**  
**FROM:** Paulette Brown  
**DIRECT DIAL:** 973.424.2046  
**DATE:** December 10, 2002  
**USER NUMBER:**  
**FILE NUMBER:**  
**TOTAL # OF PAGES:** 3  
(INCLUDING COVERSHEET)  
**MESSAGE:**

NOTE: Original will not follow

### CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE REVIEW OF THE PARTY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY TELEPHONE THE SENDER ABOVE TO ARRANGE FOR ITS RETURN, AND IT SHALL NOT CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE.

If there is a problem with this transmission, please call us as soon as possible at 973.424.2000.

**RESOLUTION NO. 2003 - 61**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

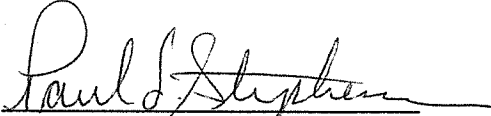
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/8, 2003, that an Executive Session closed to the public shall be held on 4/8, 2003, at 7:15 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 2003 - 62

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO IN THE COUNTY OF BURLINGTON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51 AND 51.3**

WHEREAS, the Township of Willingboro in the County of Burlington, New Jersey (the "Township") desires to make application to the Local Finance Board for its approval of two refunding bond ordinances authorizing the issuance of Refunding Bonds pursuant to N.J.S.A. 402-51 and 51.3, in order to provide debt service savings to the Township; and

WHEREAS, the Township believes that:

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

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

Section 1. The application to the Local Finance Board is hereby approved, and the Township's bond counsel and auditor, along with other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

Section 2. The Clerk of the Township is hereby directed to prepare and to file a copy of the proposed maturity schedule with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its approvals as provided by N.J.S.A. 40A:2-55, 56, and 57.

Ayler  
 Johnson  
 Ramsey  
 Campbell  
 Stephenson

AYE

NO

Recorded Vote

ABSTAIN

ABSENT

The foregoing is a true copy of a resolution adopted by the Township of Willingboro on April 8, 2003.

  
 Marie Annese, Clerk

(part I)

ID #

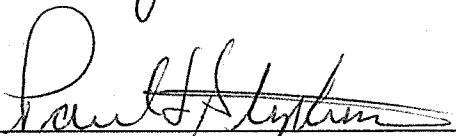
STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
LOCAL FINANCE BOARD  
APPLICATION CERTIFICATION

APPLICANT'S  
NAME: Township of Willingboro in the County of Burlington


I, Paul L. Stephenson, Mayor of the Township of Willingboro in the County of Burlington, New Jersey DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the Township at its meeting of April 8, 2003.

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

ATTEST:

  
\_\_\_\_\_  
Marie Annese, Clerk  
Date April 8, 2003

RESOLUTION 2003 - 62

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO IN THE COUNTY OF BURLINGTON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51 AND 51.3**

WHEREAS, the Township of Willingboro in the County of Burlington, New Jersey (the "Township") desires to make application to the Local Finance Board for its approval of two refunding bond ordinances authorizing the issuance of Refunding Bonds pursuant to N.J.S.A. 40A:2-51 and 51.3, in order to provide debt service savings to the Township; and

WHEREAS, the Township believes that:

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

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

Section 1. The application to the Local Finance Board is hereby approved, and the Township's bond counsel and auditor, along with other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.


Section 2. The Clerk of the Township is hereby directed to prepare and to file a copy of the proposed maturity schedule with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its approvals as provided by N.J.S.A. 40A:2-55, 56, and 57.

*Agree*  
*Johnson*  
*Ramsey*  
*Campbell*  
*Stephenson*

	<u>Recorded Vote</u>		
AYE	NO	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____

The foregoing is a true copy of a resolution adopted by the Township of Willingboro on April 8, 2003.

  
 Marie Annese, Clerk

RESOLUTION 2003 - 63

**RESOLUTION APPOINTING COMMERCE CAPITAL  
MARKETS, INC., FOR THE SALE OF REFUNDING  
BONDS BY THE TOWNSHIP OF WILLINGBORO**

WHEREAS, there exists a need for specialized investment banking services in connection with the authorization and the issuance of municipal refunding bonds by the Township of Willingboro in the County of Burlington (the "Township"), a body corporate of the State of New Jersey, including the review and compilation of financial and demographic information of the Township; obtaining the appropriate credit enhancements for the refunding bonds; structuring the various terms and conditions associated with the refunding bonds in order to maximize the interest savings; and general advice to the Township about the various financial aspects of the refinancing; and

WHEREAS, such underwriting services can be provided only by a recognized investment banking firm specializing in public finance, and the firm of Commerce Capital Markets, Inc., Cherry Hill, New Jersey is so recognized by the financial community; and

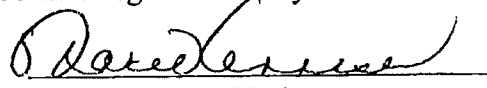
WHEREAS, funds are or will be available for this purpose;

**BE IT RESOLVED BY THE TOWNSHIP OF WILLINGBORO IN  
THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:**

1. The firm of Commerce Capital Markets, Inc. is hereby retained to provide specialized underwriting services necessary in connection with the authorization and the issuance of refunding bonds by the Township in accordance with a Proposal submitted to the Township (the "Proposal").
2. The Proposal is awarded without competitive bidding in accordance with N.J.S.A. 40A:2-59, which allows the Township to sell its refunding bonds on a negotiated basis.
3. A copy of this resolution as well as the Proposal shall be placed on file with the Clerk of the Township.

CERTIFICATION

The foregoing is a true and complete copy of a resolution adopted by the governing body of the Township of Willingboro at a meeting thereof duly called and held on April 8, 2003.

  
Marie Annese, Clerk



(part I)

ID #

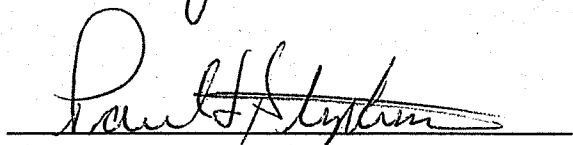
STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
LOCAL FINANCE BOARD  
APPLICATION CERTIFICATION

APPLICANT'S  
NAME: Township of Willingboro in the County of Burlington

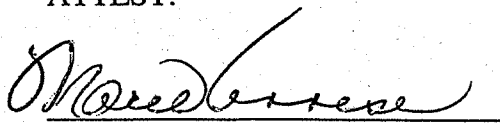
I, Paul L. Stephenson, Mayor of the Township of Willingboro in the County of Burlington, New Jersey DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the Township at its meeting of April 8, 2003.

  
Paul L. Stephenson, Mayor

ATTEST:

  
Marie Annese, Clerk

Date: April 8, 2003

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* MAY-14-2003 WED 02:42 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* MAY-14 02:42 PM 19736227333 37" 2 SEND OK 477 \*  
 \* TOTAL : 37S PAGES: 2 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: Ronald TANOLO  
 COMPANY: M+S  
 DATE: 5/14/03  
 TO FAX NO. 1-973-622-7333

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

**TELEFAX COVER SHEET**

**TO:** Ronald TANOLO  
**COMPANY:** M+S  
**DATE:** 5/14/03  
**TO FAX NO.:** 1-973-622-7333

**FROM:** Marie Annese **EXT.** 622 **PAGES** 2

**SUBJECT:** W'boro twg Appl Cert

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

**THANK YOU.**



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**FACSIMILE TRANSMISSION**

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**Public Finance**

**Phone: (856) 874-2477**

**Fax: (856) 751-7458**

**TO:**

**EDITH C/O JOANNE DIGGS**

**FAX NUMBER:**

**(609) 835-0782**

**FROM:**

**Karen Dugan**

**5/14/03 11:36 AM**

**SUBJECT:**

**Certification Signature Page**

**TOTAL NO. OF PAGES INCLUDING COVER:**

**2**

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

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**OTHER INSTRUCTIONS:**

The information contained in this facsimile message is legally privileged and confidential intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please notify us by telephone and return the original message to us at the address below via the U.S. Postal Service. If there are problems with this Facsimile Transmission please notify us at (856) 874-2477. Thank you.

**COMMERCE CAPITAL MARKETS, INC.**

1701 Route 70 East

Cherry Hill, New Jersey 08034-5400

Telephone: 856/874-2477

Fax: 856/751-7458

Member NASD/SIPC

(part I)

ID #

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
LOCAL FINANCE BOARD  
APPLICATION CERTIFICATION

APPLICANT'S

NAME: Township of Willingboro in the County of Burlington

I, Paul L. Stephenson, Mayor of the Township of Willingboro in the County of Burlington, New Jersey DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the Township at its meeting of \_\_\_\_\_, 2003.

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

ATTEST:

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

Date: \_\_\_\_\_, 2003

236838.1

RESOLUTION 2003 - 63

**RESOLUTION APPOINTING COMMERCE CAPITAL  
MARKETS, INC., FOR THE SALE OF REFUNDING  
BONDS BY THE TOWNSHIP OF WILLINGBORO**

WHEREAS, there exists a need for specialized investment banking services in connection with the authorization and the issuance of municipal refunding bonds by the Township of Willingboro in the County of Burlington (the "Township"), a body corporate of the State of New Jersey, including the review and compilation of financial and demographic information of the Township; obtaining the appropriate credit enhancements for the refunding bonds; structuring the various terms and conditions associated with the refunding bonds in order to maximize the interest savings; and general advice to the Township about the various financial aspects of the refinancing; and

WHEREAS, such underwriting services can be provided only by a recognized investment banking firm specializing in public finance, and the firm of Commerce Capital Markets, Inc., Cherry Hill, New Jersey is so recognized by the financial community; and


WHEREAS, funds are or will be available for this purpose;

**BE IT RESOLVED BY THE TOWNSHIP OF WILLINGBORO IN  
THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:**

1. The firm of Commerce Capital Markets, Inc. is hereby retained to provide specialized underwriting services necessary in connection with the authorization and the issuance of refunding bonds by the Township in accordance with a Proposal submitted to the Township (the "Proposal").
2. The Proposal is awarded without competitive bidding in accordance with N.J.S.A. 40A:2-59, which allows the Township to sell its refunding bonds on a negotiated basis.
3. A copy of this resolution as well as the Proposal shall be placed on file with the Clerk of the Township.

CERTIFICATION

The foregoing is a true and complete copy of a resolution adopted by the governing body of the Township of Willingboro at a meeting thereof duly called and held on April 8, 2003.

  
Marie Annese, Clerk

**RESOLUTION NO. 2003 - 64**

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

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

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

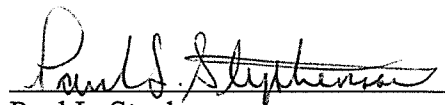
WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

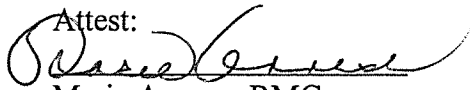
WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and to indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of April, 2003, that the Township of Willingboro hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection, and designates James Gray, Willingboro Recycling Coordinator, to ensure that the application is properly filed.

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purpose of recycling.

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2003 - 65**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

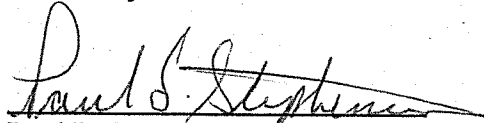
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

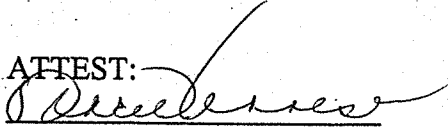
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/29, 2003, that an Executive Session closed to the public shall be held on 4/29, 2003, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Paul L. Stephenson, Mayor

ATTEST:

  
Marie Annese, RMC  
Township Clerk



RESOLUTION NO. 2003 - 66

A RESOLUTION IN SUPPORT OF BIPARTISAN AUTO  
INSURANCE REFORM A-2625 AND S-1999

WHEREAS, New Jersey's auto insurance systems is in the midst of a capacity and availability crisis; and

WHEREAS, during the past three decades, many efforts have been made to fix the system, however, these temporary solutions have only resulted in an unstable and anti-competitive market; and

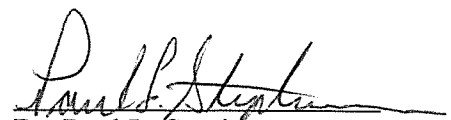
WHEREAS, four out of the six largest insurers in America do not write business in our state and that number could rise to five out of the six largest companies within the next year; and

WHEREAS, more than twenty auto insurance companies have left our state in the past decade and as of last year, New Jersey has 47 per cent fewer companies selling insurance than Illinois, 34 percent fewer than New York and 31 percent fewer than Pennsylvania; and

WHEREAS, New Jersey drivers deserve a competitive auto insurance market where insurers compete and consumers win; and

WHEREAS, bipartisan legislation has been introduced in the New Jersey General Assembly and New Jersey Senate which directs New Jersey toward a more competitive market with increased capacity.

NOW, THERE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 29<sup>th</sup> day of April, 2003, that this governing body hereby calls upon the New Jersey Legislature and New Jersey Governor to support Assembly Bill 2625 (Greenwald/Bateman) and Senate Bill S-1999 (Bucco/Cuesla).

  
Dr. Paul L. Stephenson  
Mayor

Attest:



Marie Annesé, RMC  
Township Clerk

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* MAY-23-2003 FRI 12:33 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* MAY-23 12:29 PM 3964364 1'23" 1 SEND COM. E-0 594 \*  
 \* 12:31 PM 1'36" 2 SEND OK 594 \*  
 \* TOTAL : 2M 59S PAGES: 3 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: TAMMI KLOSZICS  
 COMPANY: PRINCETON PUBLIC AFFAIRS GROUP  
 DATE: 5/23/03  
 TO FAX NO. 396-4364

FROM: MARIC ANNUNCI EXT. 602 PAGES 2

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

**TELEFAX COVER SHEET**

**TO:** TAMMI KLESZICS  
**COMPANY:** PRINCETON PUBLIC AFFAIRS GROUP  
**DATE:** 5/23/03  
**TO FAX NO.:** 396-4364  
**FROM:** MARIC ANNESC **EXT.** 602 **PAGES** 2  
**SUBJECT:** Res 2003-66

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

**THANK YOU.**

# FAX COVER SHEET

Princeton Public Affairs Group  
160 West State Street  
Trenton, NJ 08608  
609-396-8838 fax: 609-396-4364

---

DATE: 3-20-03

TO: Willingboro Twp. Clerk - Marie

FROM: Tammi Kleszics per David Smith

FAX: 1-609-835-0782

PAGES: 3 Plus Cover

COMMENTS: Please forward a copy of  
your resolution to our office.  
Thank you!

If you experience any difficulty in the receipt of this telecopy please call Tammi  
in our Trenton, New Jersey office at 609-396-8838. Thank you.

3/20/03  
Marie Stephens  
Are you interested in  
Resolution?  
I think  
Marie  
yes!  
[Signature]

**PRINCETON PUBLIC AFFAIRS GROUP, INC.**  
PUBLIC AND GOVERNMENT AFFAIRS COUNSEL

THE PRINCETON HOUSE  
160 WEST STATE STREET  
TRENTON, NEW JERSEY 08608-1102  
(609) 396-8838  
FACSIMILE (609) 989-7491

819 7<sup>th</sup> Street, NW - Suite 501  
WASHINGTON, D.C. 20001  
(202) 589-0800  
FACSIMILE (202) 589-1288

DALE J. FLORIO  
BRADLEY S. BREWSTER  
HON. JOHN F. RUSSO  
WILLIAM J. PASCRELL, III  
DAVID A. SMITH  
ROBERT A. NIXON  
CHRISTINE A. STEARNS  
SONIA DELGADO  
ANDREW V. SINCLAIR  
DEBRA A. HART, CAE

**MEMORANDUM**

**TO:** Mayor

**FROM:** Brad Brewster and David Smith

**DATE:** November 7, 2002

**Re:** *Please approve resolution in support of bipartisan auto insurance reform A-2625 and S-1999*

---

By now, you may have heard of our client, NJ Coalition for Auto Insurance Competition ([www.njcaic.org](http://www.njcaic.org)) a bipartisan organization supporting changing to the auto insurance system so that your residents have more choices and companies compete for their coverage. We have placed informational advertisements on cable television, radio stations and newspapers throughout New Jersey and have met with almost every New Jersey Legislator. .

For the past three decades, more than 20 auto insurance companies have left New Jersey and four out of the six largest auto insurers in the country do not write business in our state. Furthermore, although the State Farm's withdrawal was delayed for two years, if State Farm does leave, that number will rise to five out of six. The fact is that these companies are discouraged from doing business in our state because excessive regulations are strangling competition and limiting choices for consumers.

CAIC's goal is simple: promote legislation that brings competition and choice to the market. When insurers compete, consumers win. It's only natural that New Jerseyans will shop around for the best deal if they have more choices. Assemblyman Greenwald (D) and Assemblyman Kip Bateman (R) and 8 other Assembly members have introduced A-2625, legislation which is strongly supported by the CAIC. Senators Bucco and Ciesla have introduced the Senate version, S-1999.

***Page 2***

It is in the spirit of bipartisanship and our belief that A-2625/S-1999 will encourage new companies to offer auto insurance in NJ and current insurers to increase their capacity in NJ, we respectfully request that your town approve a resolution supporting this important public policy initiative. Additionally, we ask that you forward that resolution to your representative Assembly member and Senator and request that they sign on as a cosponsor. Finally, we request that you forward any resolution to our attention so we can present them to the Legislature.

CAIC's goal is to enact reforms, reduce unworkable regulations while protecting consumers from fraud and unfair business practices. After more than three decades of "band aid" approaches to reform, CAIC is promoting a comprehensive statutory and regulatory approach, which would permit consumers to benefit from choices that occur when there is competition in the marketplace.

The Coalition is growing and supporters include businesses, associations and thousands of consumers who have visited our website and signed on as supporters. Members include the National Association of Independent Insurers, Insurance Council of New Jersey, American Insurance Association, New Jersey Chamber of Commerce, Independent Insurance Agents of New Jersey, Citizens for a Sound Economy, National Association of Mutual Insurance Companies, New Jersey Association of REALTORS®, Professional Insurance Agents of New Jersey, New Jersey Food Council, New Jersey Retail Merchants Association, NJ SEED (Society for Environmental, Economic Development), Somerset County Chamber of Commerce and the Commerce and Industry Association of New Jersey.

As always, thank you for your kind consideration. We look forward to working with you.

**Resolution example**

**WHEREAS**, New Jersey's auto insurance system is in the midst of a capacity and availability crisis; and

**WHEREAS**, during the past three decades, many efforts have been made to fix the system however these temporary solutions have only resulted in an unstable and anti-competitive market; and

**WHEREAS**, four out of the six largest insurers in America do not write business in our state and that number could rise to five out of the six largest companies within the next year; and

**WHEREAS**, more than twenty auto insurance companies have left our state in the past decade and as of last year, New Jersey has 47 per cent fewer companies selling insurance than Illinois, 34 percent fewer than New York and 31 percent fewer than Pennsylvania; and

**WHEREAS**, New Jersey drivers deserve a competitive auto insurance market where insurers compete and consumers win; and

**WHEREAS**, bipartisan legislation has been introduced in the New Jersey General Assembly and New Jersey Senate which directs New Jersey toward a more competitive market with increased capacity; Therefore,

**BE IT RESOLVED**, that his Governing Body hereby calls upon the New Jersey Legislature and New Jersey Governor to support Assembly Bill 2625 (Greenwald/Bateman) and Senate Bill S-1999 (Bucco/Ciesla).

**RESOLUTION NO. 2003 - 67**

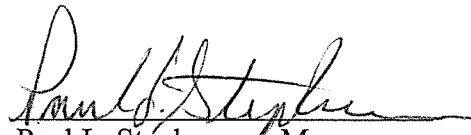
**AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND  
VITALCHEK NETWORK, INC.**

WHEREAS, Vitalchek Network, Inc. has presented a proposal to Willingboro Township to install their WebPlus service to accept remote orders for certified copies of birth, death, marriage and divorce certificates, as well as Official Records; 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 29<sup>th</sup> day of April, 2003, that the Mayor is hereby authorized to sign the attached 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





# TOWNSHIP OF WILLINGBORO

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

May 23, 2003

Gregory D. Glenn  
VitalChek Network, Inc.  
4512 Central Pike  
Hermitage, TN 37076

Dear Mr. Glenn:

Attached is a copy of Resolution NO. 2003 – 67 adopted by Willingboro Township Council at their meeting of April 29, 2003. Also attached is an original and copy of the VitalChek Network, Inc., Vital Records Service Agreement. Please have the agreement signed and return the original to this office.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

cc: Joanne Diggs  
Robin Gould

**VITALCHEK NETWORK, INC.  
VITAL RECORDS SERVICE AGREEMENT**

This Agreement is entered into this 4<sup>th</sup> day of April, 2003 by and between **VitalChek Network, Inc.**, a corporation organized under the laws of the State of Tennessee, with offices located at 4512 Central Pike, Hermitage, Tennessee ("VitalChek") and Willingboro Township "Agency").

**WHEREAS**, VitalChek is engaged in the business of providing a service which expedites the remote application, processing and delivery of requests for vital records (hereinafter referred to as the "Service"); and,

**WHEREAS**, Agency is desirous of installing the Service and providing the public with access to the Service;

**NOW, THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Agency do hereby agree as follows:

1. VitalChek shall, at its expense, install at those locations mutually agreed to by the parties all supplies and software necessary for the operation and use of the Service.
2. VitalChek will train and authorize appropriate Agency personnel to operate the software associated with the Service.
3. VitalChek will honor all properly authorized requests for the Service from individuals or entities seeking the expedited processing and delivery of vital record requests from Agency.
4. VitalChek shall make payment to Agency in an amount equal to Agency's charges for the retrieval of vital records for all properly authorized requests which utilize the Service. Such payments shall be made to Agency in a manner mutually agreeable to Agency and VitalChek. VitalChek shall assume liability for all VitalChek checks accepted by Agency as a result of the use of the Service.
5. VitalChek will guarantee the transfer of application information as well as the return delivery of documents where applicable to the consumer ordering such documents through the use of the Service.

6. This Agreement shall commence as of the date first set forth above, and continue in effect for a period of twelve months. Thereafter, this Agreement shall automatically renew for successive one year periods, unless either party provides the other party with notice of termination not less than thirty days prior to the expiration of the then existing term. Notwithstanding the foregoing, Agency shall have the right to terminate this Agreement at any time in the event of its dissatisfaction with the Service or the breach of this Agreement by VitalChek, by providing sixty days written notice of such termination to VitalChek.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

Willingboro Township  
AGENCY

VITALCHEK NETWORK, INC.

BY: Paul S. Stephenson

BY: H. Michael Barrett  
H. Michael Barrett  
President

TITLE: Mayor

DATE: 4/29/03

DATE: 6/4/2003

ADDRESS: Municipal Complex  
One Salem Road  
Willingboro, N.J. 08046

TELEPHONE: 609-877-2200 p6202

# VITALCHEK NETWORK, INC.

## *The Complete e-Commerce Solution "WEBPLUS"*

### *PROPOSAL TO Willingboro Township January 16, 2003*

VitalChek respectfully proposes that we install our WebPlus service to the Willingboro Township to accept remote orders for certified copies of birth, death, marriage and divorce certificates, as well as Official Records. WebPlus is an Internet based thin client application that will permit the Town Clerks office the ability to process certificate requests utilizing the VitalChek Network system. Specifically, VitalChek proposes that its service be installed as follows:

#### **Software**

VitalChek will provide a web based interface capable of performing the following functions:

- Data entry of remote orders received by the Town Clerks office
- Capture of orders directly from VitalChek's Internet server; such orders may be posted for retrieval, review and final authorization by the Town Clerks Office
- E-mail confirmation to consumers from VitalChek's server on Internet orders
- Printing of combination search slips/receipts and regular mail labels
- Printing of a detailed daily summary report
- Printing of a daily financial settlement check to your agency

#### **Operational Supplies and Support**

VitalChek will provide, at no cost to the Town Clerks office all supplies and support to the VitalChek system including:

- Blank perforated paper, size 8 ½ x 11, for all VitalChek related printing needs
- Pre-signed "Deposit Only Vital Records" printer checks for daily settlement of all VitalChek authorized orders
- FedEx mailing envelopes and preprinted airway bills with the Town Clerks address, and VitalChek's national 3<sup>rd</sup> party billing account number for all Continental USA deliveries as well as International airway bills for overseas shipping

- A dedicated, toll free phone number direct to VitalChek Provider Services for all technical and system support needs

**Minimum requirements (of the Town Clerks Office):**

- Web browser Internet Explorer 5.5 version or higher (browser upgrades available through VitalChek) and an Internet connection, preferably high speed
- Printer for the printing of EOD reports, daily settlement checks and search slips
- Adobe Acrobat for viewing receipts and printing checks (can be provided by VitalChek)

**Ordering methods**

The VitalChek service will enable a consumer to order a record in the following manners:

- Internet, through VitalChek's home page ([www.vitalchek.com](http://www.vitalchek.com)), orders will be delivered to VitalChek's authorization server via a secure application on VitalChek's home page; the data will then be available for access and review by your agency staff
- VitalChek will develop and host a dedicated, customized webpage on the VitalChek website that will permit the Town's constituents to process certificate requests while informing them of the Agency's requirements, entitlement (if applicable), document descriptions, shipping methods and costs
- Our system is also capable of manually processing Fax and telephone orders by the Town Clerks staff

**Cost to the consumer**

VitalChek will charge the consumer as follows:

- Certificate fee – the Town Clerks current certificate fees
- VitalChek handling fee - \$6.00 per order
- Express carrier fee – For orders shipped Express delivery via VitalChek's FedEx account, VitalChek will charge the flat rate of \$16.00 for Continental United States, only; International shipping available for an additional fee

**Payment methods**

VitalChek will accept the following methods of payment:

- Credit cards- MasterCard, Visa, American Express and Discover
- Smart Card Debit



A Division of  
VitalChek

4512 Central Pike  
Hermitage, TN 37076  
1-800-255-2414

No V 218566

VITAL CHEK

87-2  
640

Pay to the  
order of

DEPOSIT ONLY — VITAL RECORDS

NOT NEGOTIABLE

Bank of America

Nashville, Tennessee



RECEIPT NON - NEGOTIABLE



A Division of  
VitalChek

4512 Central Pike  
Hermitage, TN 37076  
1-800-255-2414

No V 218566

VITAL CHEK

87-2  
640

Pay to the  
order of

DEPOSIT ONLY — VITAL RECORDS

"SAMPLE"

Bank of America

Nashville, Tennessee



## **Responsibilities to your agency and to the consumer**

VitalChek will assume the following responsibilities:

- As to your agency - once VitalChek has authorized a transaction, payments are guaranteed to the Town Clerks Office; VitalChek will not seek reimbursement from you for orders not properly fulfilled, even if due to a mistake or negligence by your staff in fulfilling the order
- As to the consumer - VitalChek will guarantee the accuracy of a document and the timeliness of delivery to the consumer, and will refund the consumer for documents not properly processed or delivered

## **Customer/consumer services**

VitalChek will provide toll-free customer/consumer services, including the following:

- 24-hour toll-free access to ordering information, providing applicants with information specific to your department
- 24 hour access to ordering information and application forms via VitalChek's home page on the Internet
- On line tracking of Express carrier shipments

To the Agency:

- Refunds and/or adjustments on incorrectly charged accounts or transactions not properly fulfilled
- Management of all charge backs, retrieval requests and credits for misdirected or non-delivered records
- Technical assistance with the operation of our WebPlus application and software

## **Security**

Order information and personal profiles are processed through VitalChek's secure network server. VitalChek and WebPlus use VeriSign services to encrypt (via 128-bit https transmissions) private information like credit card number, name, and e-mail address making this information unreadable when traveling across the Internet.

## **Conclusion**

We believe our service will enhance the efficiency of your order processing and allow your constituents access to a wider variety of ordering methods, delivery services and payment options. The direct benefits to your office will be greater efficiencies in order processing, the tracking of Express deliveries, and overall customer satisfaction.

**RESOLUTION NO. 2003 -68**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

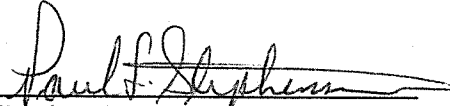
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

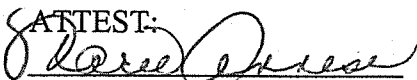
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/6, 2003, that an Executive Session closed to the public shall be held on 5/6, 2003, at \_\_\_\_\_ P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Paul L. Stephenson, Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk



**RESOLUTION NO. 2003 – 69**

**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 6 to increase the contract from \$428,400.00 to \$450,841.00 and said Change Orders were approved by Res. 2002 - 158 and Res. 2003 - 30, Resolution No 20003 - 46; and

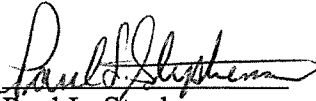
WHEREAS, Remington & Vernick (Clerk of the Works) has submitted Change Order Number 7, 8 and 9 for an increase of \$3,807.00 to include the item listed in the attached paperwork; and

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 6<sup>th</sup> day of May, 2003, as follows:

1. Change Order # 7, \$1,341.00 – Requirements for mechanical equipment not shown on plans.
2. Change Order # 8, \$1,516.00 – Communications room equipment not detailed on plans.
3. Change Order # 9, \$ 950.00 - Conduit for roof antennae wires as requested by EMO Director.
4. Change Order 7, 8 and 9 result in an increase in the contract amount from \$450,841.00 to \$454,648.00

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: 05/06/03

Resolution Number: 2003-69

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	3,807.00	2000 GENERAL CAPITAL
Total	3,807.00	

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

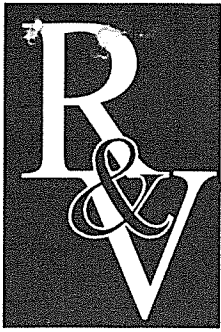
  
\_\_\_\_\_  
Chief Financial Officer

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 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* MAY-23-2003 FRI 12:29 PM \*  
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 \* MAY-23 12:26 PM 18567953684 21" 0 SEND COM. E-7 593 \*  
 \* 12:27 PM 1'47" 3 SEND OK 593 \*  
 \* TOTAL : 2M 8S PAGES: 3 \*  
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**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

TO: MAH TAYLOR  
 COMPANY: R + V  
 DATE: 5/23/02  
 TO FAX NO. 856-795-3684  
 FROM: MARIE ANNOSE EXT. 602 PAGES 3



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, R.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**

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

April 23, 2003

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

Re: Kennedy Center Emergency Management Office  
 Change Orders #7 - #9

Dear Ms. Rose:

Enclosed, please find copies of correspondence from Levy Construction Company requesting payment for Change Order #7- #9 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#7 \$ 1,341.00 Install 30 amp circuit breaker for RTU-14 and 50 amp circuit breaker and #6 wire for RTU-15 required for mechanical equipment not shown on plans.
- CO#8 \$ 1,516.00 Install one laminate covered counter top with floor supports for communications room equipment not detailed on plans.
- CO#9 \$ 950.00 Install 4" PVC conduit in witch's hat, with roof cut and patch for roof antennae wires, as requested by EMO Director.

<b>Original Contract Amount</b>	<b>\$ 428,400.00</b>
<b>Change Orders to Date (CO#1-#9)</b>	<b>\$ 26,248.00 (6%)</b>
<b>Revised Contract Amount</b>	<b>\$ 454,648.00</b>

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

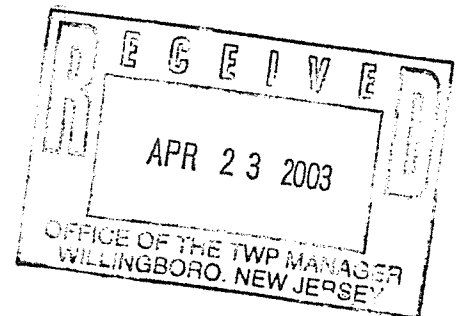
Sincerely yours,  
**REMINGTON & VERNICK ENGINEERS, INC.**

*Matthew L. Taylor*

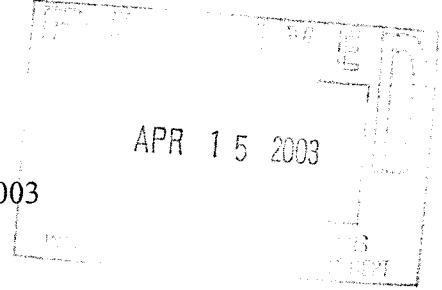
Matthew L. Taylor, MCP  
 Project Manager

Enclosure (s)

cc: Simon Levy, Levy Construction Company



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



April 12, 2003

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

**FAKED**

Re: Kennedy Center

Dear Matt;

On the following page, please find change order request that we received from CAR Electric concerning the wiring and breakers for the roof top HVAC units.

Please note that Levy Construction would like to add our 15% overhead and profit to the number.

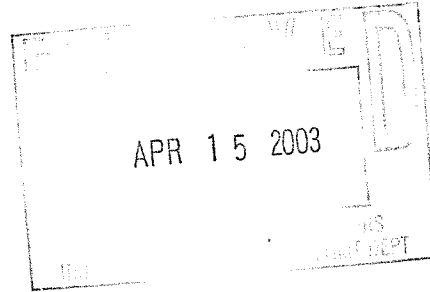
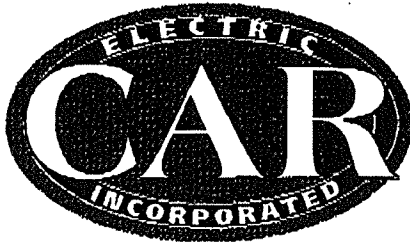
Please advise.

Very Truly Yours,

Levy Co.

Simon Levy

A handwritten signature in black ink, appearing to read "Simon Levy". The signature is written over the printed name "Simon Levy" and extends upwards into the "Very Truly Yours," line.



COMMERCIAL  
SECTOR ONLY

**CHANGE ORDER REQUEST NO. 4**

April 11, 2003

Specialists:

Levy Construction  
134 Cuthbert Blvd  
Audubon, NJ 08106

Lighting

Attn: Simon Levy, President/Owner

Re: Kennedy Center, Willingboro, NJ – Roof Top Units

Power Systems

Please be advised that RTU-14 called for a 15-amp circuit breaker and RTU-15 called for a 20-amp circuit breaker on drawing E-3. As you know CAR Electric, Inc. had previously roughed in the wiring indicated on the drawing and the circuit breakers have been supplied. Both units changed in size RTU-15 needs #6-wire with a 500-amp circuit breaker and RTU-14 needs a 30-amp circuit breaker.

Office

Labor – 6 hours @\$68.33	\$ 409.98
Material Cost	\$ 604.00
15% Mark-up	<u>\$ 152.02</u>
<b>Total price:</b>	<b>\$1,166.00</b>

Retail

Site Work

Please send back this sheet with your initials for approval.

Thank you for giving us this opportunity and if you have any questions please do not hesitate to call me.

New Construction

Thank you,  
*Chuck Rudolph*  
Chuck Rudolph  
President

Approved by:

Renovations

CAR Electric, Inc., NECA Member

Lic. & Bus. #7592

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. 08003

April 16, 2003

Re: Kennedy Center

PAID

APR 21 2003

Dear Matt;

As per your direction, we are revising again the potential change orders for the conduit through the roof and the counter top (1), 36" wide with floor supports.

1) One (1) Counter top 16' long with floor supports, 36" deep-----\$1,320.00  
15% Levy Construction-----\$ 196.00  
Total -----\$1,516.00

2) Roof Antenna work: All work now by roofer who will install PVC 4" or two 2" PVC Pipes with ninety degrees bends, with roof cut and patching

-----\$800

15% Levy Construction-----\$150.00

Total-----\$950.00

Very Truly Yours,

Levy Co.

Simon Levy

RESOLUTION NO. 2003 - 70

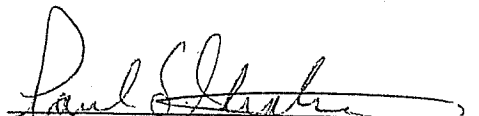
A RESOLUTION AUTHORIZING THE APPLICATION FOR STATE AID FROM NJDOT

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6th day of May, 2003, that application be made to the Commissioner of Transportation for aid under the Fiscal Year 2004 Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available; and

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

  
PAUL STEPHENSON  
MAYOR

ATTEST:

  
Marie Annese  
Township Clerk



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

Name of Sponsor: Willingboro Township

Mailing Address: One Salem Road

Willingboro, NJ 08046

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

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

Sponsor Priority No. 1 (Prioritized by Program)

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Reconstruction of Charleston Road  
(Project Name)

From: John F. Kennedy Way (County Route 633)

To: Van Sciver Parkway

in the Municipality of Willingboro Township County of Burlington

State of New Jersey for a distance of 0.61 miles (1,050 linear feet for Pedestrian Safety projects) or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$ 800,211.20. The Sponsor requests \$ 800,211.20 in State funds and anticipates contributing \$ 0.00; AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

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

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

Remove existing asphalt surface and entire concrete subbase a distance of 3,226 feet east of the junction of John F. Kennedy Way and reconstruct the entire road with 17" thick Dense Graded Aggregate, 5" Thick Hot Mix Asphalt Base Course and then install new 2" Hot Mix Asphalt overlay. The concrete subbase has deteriorated so severely that the contractions and expansions have caused surface openings that create a hazard for all vehicles. Reconstruct 2,000 feet of rolled concrete curbing, and 85 feet of vertical concrete curbing, construct concrete handicap ramps and drive aprons. Rehabilitate drainage structures, install underdrains and re-stripe road. Charleston Road is a major cross town connection street. This serves the Willingboro Township. Fire Department and Emergency Services Headquarters.

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

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

Construction Cost (From attached estimate)	\$ 680,452.00
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ 51,714.00
Right-of-Way Costs (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ _____
Construction Inspection and Material Testing if requesting (10% of the final allowable construction cost maximum)	\$ 68,045.20
<b>Total Estimated Cost</b>	<b>\$ 800,211.20</b>

Project Information

- Is utility work planned within the project limits over the next five (5) years? - Yes  No \_\_\_\_\_
- Is the purchase of right-of-way required before the start of project construction? - Yes \_\_\_\_\_ No
- Does the project intersect a State Highway? - Yes \_\_\_\_\_ No  If yes, which highway? \_\_\_\_\_
- If Yes, is the intersection signalized? - Yes \_\_\_\_\_ No \_\_\_\_\_
- Is there a railroad crossing within the project limits? - Yes \_\_\_\_\_ No
- Is there a railroad crossing 100 feet outside of the project limits? - Yes \_\_\_\_\_ No
- Will the construction impact traffic across a railroad crossing outside the project limits? - Yes \_\_\_\_\_ No

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

- Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"
- Roadway Project - Attach a copy of "Appendix RD"
- Bridge Project - Attach a copy of "Appendix BR" (may also need "Appendix RD")
- Bikeway Project - Attach a copy of "Appendix BW" (may also need "Appendix RD" and "Appendix BR")
- Pedestrian Safety Project - Attach a copy of "Appendix PD" (may also need "Appendix RD" and "Appendix BR")
- Location map, no larger than 8 1/2" x 11" in size, showing project limits (all information must be clear and legible with street names labled)

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

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

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

3. Construction of the above referenced improvement.

4. Monitoring and supervising compliance with all provisions of this Agreement.

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

2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement.

3. If the Sponsor requests, project funding can be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department. Progress payments of not less than \$50,000 may be made. The final voucher, with supporting information as required by the Department, is to be submitted within six (6) months of project completion.

z. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.

aa. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.

bb. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.

cc. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.

dd. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.

ee. It shall maintain the completed project in a manner satisfactory to the Department.


ff. It will comply with Title VI of the 1964 Civil Rights Act.

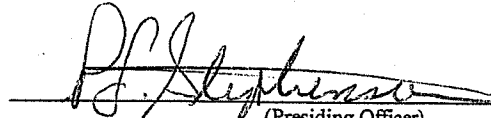
gg. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.

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

**FOR THE SPONSOR**

ATTEST and AFFIX SEAL

  
\_\_\_\_\_  
(Clerk)

  
\_\_\_\_\_  
(Presiding Officer)

**FOR THE DEPARTMENT OF TRANSPORTATION**

Fiscal Year/Funds: \_\_\_\_\_  
Job Number: \_\_\_\_\_  
Account: \_\_\_\_\_  
State Funds: \_\_\_\_\_  
FA0 Number \_\_\_\_\_

Certification of Funds \_\_\_\_\_  
Date

By \_\_\_\_\_  
Director, Division of Accounting and Auditing

APPROVED AS TO FORM:  
Attorney General of New Jersey

APPROVED: \_\_\_\_\_  
Director, Division of Local Aid and Economic Development Date

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

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

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

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

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

Project - Charleston Road  
From: - John F. Kennedy Way To: - Vansciver Parkway  
Municipality - Willingboro Township County - Burlington

**Existing Road Conditions**

Current ADT - 10,000 approx. % Truck Traffic over 5 Tons - ±1.5% Legal Speed Limit - 30 MPH  
Commuter Bus Route - Yes x No \_\_\_\_\_  
Right of Way Width - 60'  
Pavement Width - 32' Type - Asphalt Depth - 6" concrete Depth - 2"  
(base) (surface)  
Shoulder Width - None Type - \_\_\_\_\_ Depth - \_\_\_\_\_  
(If different for each side or varying, provide minimum width for each side)  
Curbing - One Side - \_\_\_\_\_ Both Sides - x  
Sidewalk - One Side - \_\_\_\_\_ Both Sides - continuous  
Parking Restrictions - No Parking  
Existing Bridge being replaced or repaired - Yes \_\_\_\_\_ No x  
If Yes, and is part of project, complete Appendix BR

**Proposed Improvements**

Right of Way Width - 60'  
Pavement Width - 32' Type - Asphalt Depth - 5" I-2 Base Depth - 17" DGA Depth - 2"  
(base) (surface)  
Shoulder Width - N/A Type - \_\_\_\_\_ Depth - \_\_\_\_\_  
(If different for each side or varying, provide minimum width for each side)  
Curbing - One Side - \_\_\_\_\_ Both Sides - x  
Sidewalk - One Side - \_\_\_\_\_ Both Sides - Continuous  
Parking Restrictions - No Parking  
Will the project meet AASHTO standards? - Yes x No \_\_\_\_\_ If No, list Design Exceptions below

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

April 23, 2003

CHARLESTON ROAD  
WILLINGBORO TOWNSHIP  
LWR File No. 2003-39-10

(JFK Way to Vansciver Parkway)

TOTAL ESTIMATED COST OF IMPROVEMENT  
LENGTH OF ROAD FOR SECTION IV = 3,226 FEET

A. Construction Cost

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00
2	ROLLED CONCRETE CURB	2,000	LF	\$ 30.00	\$ 60,000.00
3	VERTICAL CONCRETE CURB	85	LF	\$ 28.00	\$ 2,380.00
4	6" R.C. CONCRETE APRON/SIDEWALK	45	SY	\$ 63.00	\$ 2,835.00
5	6" R.C. HANDICAP RAMP WITH BRICK CENTER	16	UT	\$ 1,000.00	\$ 16,000.00
6	REPAIR INLET	10	UT	\$ 1,100.00	\$ 11,000.00
7	6" UNDERDRAIN	330	LF	\$ 35.00	\$ 11,550.00
8	12" WHITE STOP BARS	2	UT	\$ 325.00	\$ 650.00
9	PAINTED CROSSWALK	3	UT	\$ 325.00	\$ 975.00
10	DOUBLE YELLOW LINES	3,115	LF	\$ 0.70	\$ 2,180.50
11	MILLING, 0"-3"	11,434	SY	\$ 3.25	\$ 37,160.50
12	REMOVAL OF CONCRETE BASE (+/- 5")	11,434	SY	\$ 9.00	\$ 102,906.00
13	ROADWAY EXCAVATION, UNCLASSIFIED	5,500	CY	\$ 10.00	\$ 55,000.00
14	HOT MIX ASPHALT BASE COURSE, 5" THICK	11,434	SY	\$ 12.00	\$ 137,208.00
15	HOT MIX ASPHALT SURFACE COURSE, 2" THICK	11,434	SY	\$ 7.00	\$ 80,038.00
16	DENSE GRADED AGGREGATE, VARIABLE THICKNE	5,500	CY	\$ 20.00	\$ 110,000.00
17	FIRE HYDRANT MARKING	4	UT	\$ 100.00	\$ 400.00
18	4' DIAMETER PAINTED CIRCLE FOR CROSSING GUA	1	UT	\$ 150.00	\$ 150.00
19	GEOTEXTILE PAVING FABRIC	11,434	SY	\$ 3.50	\$ 40,019.00
<b>TOTAL:</b>					<b>\$ 680,452.00</b>

B. Design Engineering

Department of Transportation Participation (%)

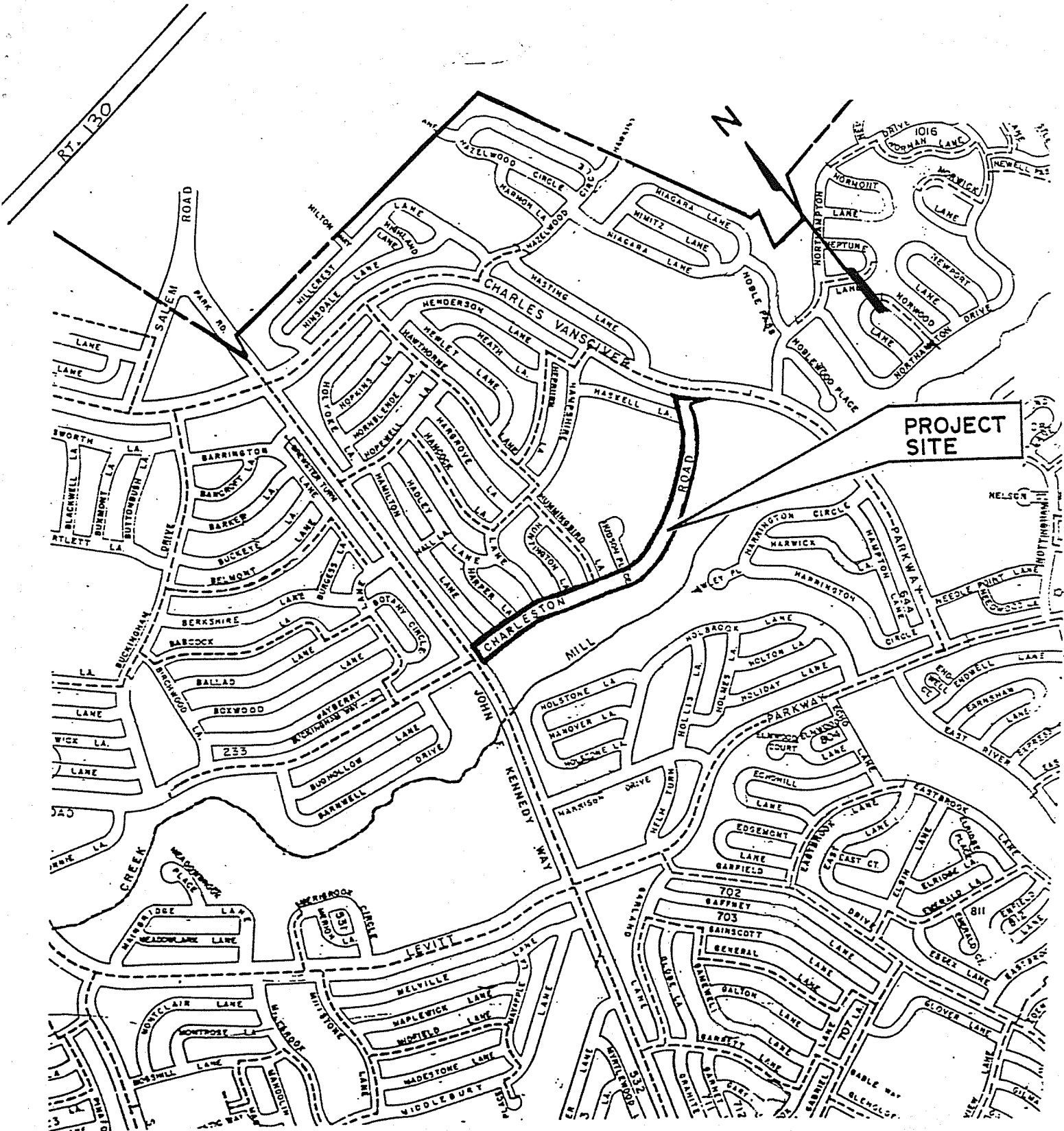
$$S = A + B[(C-D)/E] = 7 + (8-7) [(1,000,000 - 680,452) / 499,999] = 7.6$$

$$\text{DOT Participation in Design Engineering} = \$680,452 \times 0.76 = \$51,714$$

C. Construction Inspection

$$10\% \text{ of Construction Cost} = 10\% \text{ of } \$680,452 = \$68,045.20$$

$$\text{Total Estimated Cost (A+B+C)} = \$680,452 + 51,714 + 68,045.20 = \$800,211$$



**PROJECT SITE**



RT. 130

SALEM ROAD

CHARLES VANSICLER ROAD

MILL CREEK

JOHN F. KENNEDY WAY

MILL CREEK

DEVIL

MELVILLE

MAPLEWICK

MIDFIELD

MADESTONE

MIDDLEBURY

702

GAFFNEY

703

SAINSCOTT

GENERAL

GALTON

BARTTT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

BARRETT

DRIVE 1016

WOODMAN LANE

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RESOLUTION NO. 2003 - 71

A RESOLUTION TO CANCEL TAXES

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

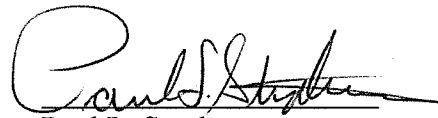
Year	Block/Lot	Assessed To	Amount
2002	403 / 24	Satterfield, Antonie	\$2,556.73

WHEREAS, this owner is tax exempt and the taxes were levied in error; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13<sup>th</sup> day of May, 2003, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to NJSA 54:4-3.30a.

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

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

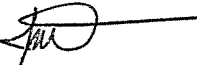


**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** April 8,2003

**TO:** Denise Rose

**FROM:** Joanne Diggs 

**SUBJECT:** 47 Windsor Lane  
Block 403 Lot 24

This property went from exempt to ratable in error.

C. Marie Anesse ✓  
William Tantum

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	Assessed to	Amount
2002	403/24	Satterfield, Antonie	2,556.73

AND WHEREAS, this owner is tax exempt and the taxes were levied in error.

AND WHEREAS, N.J.S.A. 54:4-3.30a Allows the exemption from taxation from real and personal property for any citizen and resident of the state who has a total or 100% disability as defined by this statute.

THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this \_\_\_\_\_ day of \_\_\_\_\_, 2003 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-3.30a.

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

✓

**RESOLUTION NO. 2003 - 72**  
**TO SOLICIT STATE SUPPORT FOR SHARED SERVICES**

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 has been convincingly demonstrated that jointly Shared Services provided by various municipalities, counties and school districts is cost effective and efficient and capable of enhancing local services; and

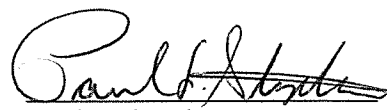
Whereas, there is a need to provide incentives for more Shared Services particularly in times of economic hardship; and

Whereas, these incentives for Shared Services can best be accomplished through the creation of a new State Shared Services Grant or other incentive program.

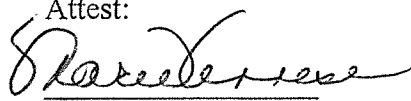
Whereas, at the Burlington County Shared Services Forum Coordinating Council meeting of April 24, 2003, all members present agreed to actively encourage the following:

1. Urge our Governor, State Legislature and other State Officials to initiate a new New Jersey Shared Services Grant and Incentive Program to encourage Municipalities, Counties and School Districts to seek cost savings and improved services through Shared Services in these difficult financial times.
2. Encourage our Governor, State Legislatures and other State Officials to recognize the success and benefits of Shared Services undertakings.
3. Encourage our Governor, State Legislatures and other State Officials to eliminate restrictive State rules and regulations that prevent Shared Services.
4. Encourage our Governor, State Legislature and other State Officials to remove all administrative and operational costs for any Shared Services from State Cap Law Restraints.
5. Encourage our County Board of Freeholders and the Burlington County Shared Services Forum (BCSSF) to seek private funding sources from foundations and other corporate funds to assist in the development of new Shared Services.

Now, Therefore, Be It Resolved by Willingboro Township Council, at their meeting of May 13, 2003, that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders, all of the Municipalities of Burlington County and Jersey Professional Management.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

✓

**RESOLUTION NO. 2003 - 73**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

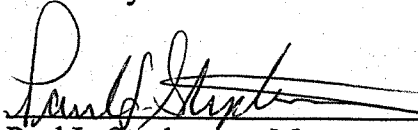
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/13, 2003, that an Executive Session closed to the public shall be held on 5/13, 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

**TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 2003 - 74**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2003-2004 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.**

**Whereas**, the 2003-2004 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

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

**Whereas**, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2003-2004 budget, and

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

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 16th day of May, 2003, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2003-2004 school budget year:

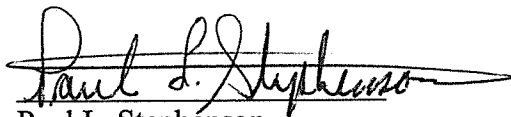
Original Tax Levy appearing on the ballot at the 2003 Annual School Election	\$22,785,098.00
Amount of Reduction to tax levy for base budget	2,000,000.00
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation for school purposes	\$20,785,098.00

and

Township of Willingboro  
Resolution No. 2003 - (Certifying the 2003-2004 School Budget)  
May 16, 2003  
Page 2


**Be It Further Resolved** that the reasons for the action of the Township Council are set forth in the attached statement, which is hereby incorporated as a part of this Resolution and it is hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

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

  
Paul L. Stephenson  
Mayor

It is hereby certified that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 16, 2003.

It is further certified to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2003-2004 school budget year.

  
Marie Annese, RMC  
Township Clerk

## STATEMENT OF THE WILLINGBORO TOWNSHIP COUNCIL ON THE 2003 – 2004 WILLINGBORO SCHOOL BUDGET

Since 1972 there have been a total of 32 school budgets submitted to the voters.

The voters have approved 9 of those budgets and have required the Township Council to act on 23 of the annual school budgets.

In many of those years the Council has been critical of the budgetary practices of the Board of Education and has made significant cuts where it concluded that there was over budgeting, excess surplus or items which simply were not needed in order to provide a thorough and efficient system of public schools.

This year Council has determined that certain reductions to the budget are necessary; however, the public is encouraged to remember that in the past two years there were no school budget increases.

Over the past several years, however, there has been a significant change in the budgetary oversight by the Board of Education and there has been an equally significant tightening of the budget. At the same time, the Board of Education has had to confront serious issues relating to the maintenance of facilities, the replacement of long time teachers and support staff, dramatic changes in the central administration, new demands for services and state aid which no longer keeps pace with even the low current rate of inflation.

The Board of Education must devote resources, including resources from the 2003-2004 budget, to address issues of new federal legislation entitled "No Child Left Behind". The new legislation places additional responsibility on the District to disaggregate students by race, sex and ethnicity and assure that each sub-group will attain average yearly progress (AYP). Therefore, Council agrees to curriculum reform expenditures in the 2003-2004 budget for this purpose.

In addition, the Board of Education is required to provide extraordinary funding for students with special needs, a program which should properly be funded by the State of New Jersey independent of the already limited funding for public schools. The fact is that children with special needs place the heaviest financial burden on the school budget and an extraordinarily high number of students in the system, approximately 20% of the total enrollment, have been identified as having special needs and requiring programs and expenditures to meet those essentials.

There also needs to be attention given at the State level to the very substantial impact on the school district by the placement of an extraordinary number of foster children into Willingboro. The School District is required to educate those children, but the funding

for those children is not being fully funded by the State and the resulting impact on the taxpayers of Willingboro is unconscionable. In addition to the fiscal impact of the large numbers of foster children, there is an impact on the ability of the school district to provide quality education and to increase the test scores by which the School District is evaluated. The transient nature of foster children presents unique challenges for public education and the scores of those children should not be included in the overall test score evaluation of the school district.

The Board of Education and the Township Council have forged a new working relationship which has resulted in shared services and savings to the taxpayers of the community. The Township Council and the Board of Education have directed their respective staffs to explore even more ways of working together and sharing services.

Most of the criticisms that have been heard regarding the school budgeting process and oversight have been heard for many years and have become a part of the history of the annual school budgeting process.

The forecast for the next several years is that budgets will continue to be exceptionally tight and many desirable programs as well as needed maintenance will have to be carefully phased in over several years. Therefore, Council has determined that a proposed magnet school at one million dollars must be removed from the budget and reviewed by the Board for future implications. Currently it is not an essential need. Also, it would be advisable for the Board of Education and the School Administration to spend the next few months developing a five (5) year plan projecting the financial needs of the school district and the manner in which those needs will be addressed. The citizens need that information and need to have confidence in the fiscal planning undertaken by the school district.

When the Township Council held a public hearing on the school budget to solicit comments and suggestions from the public, there were recommendations that the school budget could be cut in the aforementioned area, a reduction of one million dollars and by a one third reduction in the proposed pre-school program, the latter resulting in one half million dollars in savings as per County approval to use this amount of federally appropriated funding to reduce the local school budget tax levy.

It is very important to keep in focus the primary function of the School District, to provide a quality education to the students. The failure to meet that need will have an impact on the current students and on society in general for generations to come.

The members of the Board of Education who are elected to govern the school system and to determine the needs of the school system were substantially united in support of the budget, and have been substantially united in recognizing the severe financial situation confronting the school district.



The Township Council has been impressed with the efforts being made and the fiscal controls being exercised by the Board of Education and the School Administration. The Council members wish to express their confidence in the leadership being provided by the Superintendent of Schools, Dr. Alonzo Kittrels, and by the School Business Administrator, Abdi Gass. The presentation of the information to the Township Council was very helpful.

The Administration and the Board of Education is commended for earnest efforts to provide the citizens with an understanding of the budget, the fiscal problems facing the School District, the impact of the budget on educational programming and the needs for school change.

It is important to note that it is not the role of the Township Council to micromanage the school district and we have no intention of doing so. While we can make suggestions, we respect the role of the Board of Education and their responsibility to govern the school district. They are elected for that purpose. Where the Council and the Board of Education can work together in the interest of our citizens, we are prepared to cooperate and to expand our previous efforts at shared services.

In previous years the Council has been able to suggest reductions in the free unappropriated balance. For the 2003-2004 school budget, Council is recommending a reduction of one half million dollars in the free unappropriated balance, notwithstanding a net overall increase of more than two million dollars above the 2002-2003 budget. Therefore, Council is cognizant of fiscal effects of reduced state aid, higher insurance premiums, labor contract costs as well as student supplies and equipment. Conclusively, it has been determined, in consultation with County and Local School Officials, that the amount certified for the 2003-2004 school budget, if allocated judiciously, will not only address the requirements for "a thorough and efficient education" but will exceed this minimum standard.



# TOWNSHIP OF WILLINGBORO

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

May 19, 2003

Mr. Walter J. Keiss  
County Superintendent of Schools  
Department of Education  
Burlington County Office  
P. O. Box 6000  
3 Union Street  
Mount Holly, New Jersey 08060

Dear Mr. Keiss:

Attached is a certified copy of Resolution No. 2003 – 74 adopted by Willingboro Township Council on Friday, May 16, 2003.

Also attached is a copy of Council's Statement regarding the 2003-2004 School Budget.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

Att.

Cc: Mr. Alonzo Kittrels, Superintendent of Schools  
Mr. Abdi Gass, Business Administrator  
Burlington County Board of Taxation

\*\*\*\*\* Edits Were Run and No Errors Were Detected \*\*\*\*\*

A4F - FORM A  
06/06/2003  
11:59:48  
0361

New Jersey Department of Education  
Division of Finance  
Certificate and Report of School Taxes  
(2003-2004 School Year)

BURLINGTON - WILLINGBORO TWP

Accounts (1)	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted (2)	Balance of Levy from 2002-03 to be raised in 2003 (3)	Amount in col. 2 to be raised in 2003 Levy (4)	Total 2003 Tax Levy (5)	Amount in col. 2 Deferred to 2004 Levy (6)
General Fund	20,785,098.00	0.00	20,785,098.00	20,785,098.00	0.00
Debt Service	641,771.00	0.00	641,771.00	641,771.00	0.00
Totals	21,426,869.00	0.00	21,426,869.00	21,426,869.00	0.00
				Grand Total	21,426,869.00

Tax certification of prior year received too late for 2002 levy.  
Other\*

\*This line should be used for adjustments which are not part of the budget.

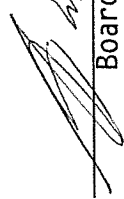
CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of WILLINGBORO TWP County of BURLINGTON for the 2003-2004 school year and that the sum of \$ 21,426,869.00 is required to be levied for Total school district purposes for the calendar year 2003.

It is hereby certified that the sum of \$21,426,869.00 is required to be levied for local district school taxes for the calendar year 2003.

Board of Education of WILLINGBORO TWP, N.J.

WILLINGBORO TWP

  
Board Secretary

6/9/03  
Date

  
Municipal Clerk

6/9/03  
Date

**RESOLUTION NO. 2003 - 75**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

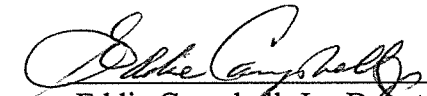
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

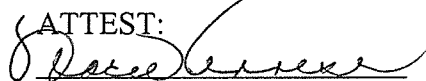
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/27, 2003, that an Executive Session closed to the public shall be held on 5/27, 2003, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Deputy Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2003 – 76**


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

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

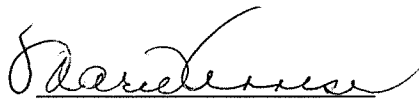
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

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

  
Eddie Campbell, Jr.  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

TAX REDEMPTION ACCT. \$6215.58  
BLOCK 412 LOT 7  
138 CRESTVIEW DRIVE  
SOLD IN ERROR

TAX REDEMPTION ACCT. 6371.17  
BLOCK 840 LOT 27  
15 EXCELL LANE  
PAID IN ERROR

INDEPENDENCE ABSTRACT & TITLE AGENCY 1275.26  
1040 KINGS HWY. N. STE. 700  
CHERRY HILL, N.J. 08034  
48 NEW COACH LANE  
OVERPAYMENT TAXES

RESOLUTION NO. 2003 - 77

A RESOLUTION TO CANCEL TAXES

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

<b>Year</b>	<b>Block/Lot</b>	<b>Assessed To</b>	<b>Amount</b>
2000	1135 / 5	Carol Bell	\$226.68
2001	1135 / 5	Carol Bell	\$228.31
2002	1135 / 5	Carol Bell	\$230.89

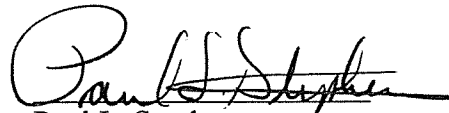
WHEREAS, an added assessment for a garage conversion was placed on this property; and

WHEREAS, the added assessment for the garage conversion is an error; and


WHEREAS, N.J.S.A. 54:4-99 & 100 allows the governing body of the municipality to cancel taxes that are illegal assessments.

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

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


  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** June 3, 2003  
**TO:** Denise Rose  
**FROM:** Joanne Diggs   
**SUBJECT:** Resolution to cancel taxes

The assessor requested that we cancel the taxes on the two properties attached due to errors in assessments.

# 77278

C. Marie Anesse  
William Tantum



RESOLUTION NO. 2003 - 78

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of an incorrect assessment as follows:

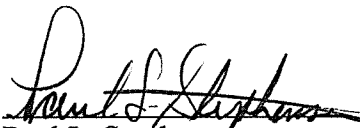
Year	Block/Lot	Assessed To	Amount
2000	130 / 10	Jack Mulder	\$230.27
2001	130 / 10	Jack Mulder	\$231.94

WHEREAS, this owner was not the owner of record at the time of the assessment; and


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

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

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


  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** June 3, 2003  
**TO:** Denise Rose  
**FROM:** Joanne Diggs   
**SUBJECT:** Resolution to cancel taxes

The assessor requested that we cancel the taxes on the two properties attached due to errors in assessments.

C. Marie Anesse  
William Tantum

# 77278

RESOLUTION NO. 2003 - 79

WHEREAS, the Foster Military Lodge Temple Association, Sacred Heart Council # 5337 - Knights of Columbus and Levittown Memorial Post No. 4914 - V.F.W. have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46.1; and

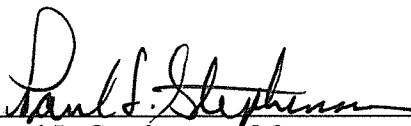
WHEREAS, it appears that the applications and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 4<sup>th</sup> day of June 2003, that the Township Council makes the following findings.

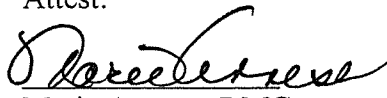
- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant clubs are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Foster Military Lodge Temple Association, #0338-31-004-001, Sacred Heart Council #5337 - Knights of Columbus #0338-31-003-002 and Levittown Memorial Post No. 4914 - V.F.W. # 0338-31-002-001 for the period July 1, 2003 through June 30, 2004; and

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

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Foster Military Lodge Temple Association, Sacred Heart Council No. 5337, Knights of Columbus, Levittown Memorial Post No. 4914 - V.F.W. and the Division of Alcoholic Beverage Control for their information and attention.

  
Paul L. Stephenson, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2003 - 80**

**A RESOLUTION AWARDING A BID  
FOR CLEANING OF THE LIBRARY**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for Cleaning of the Library facility; and

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

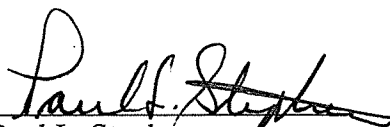
WHEREAS, it appears to be in the best interest of the Township to accept the bid of **All Clean Building Services, Inc. 1202 South Olden Avenue, Hamilton, N. J. (for one year) for:**

<b>Base contract amount of</b>	<b>\$43,400.00</b>
<b>Optional Additional Charges</b>	
<b>Emergency Cleaning Rate of 2 hours at \$15.00 per hour</b>	<b>\$ 30.00</b>
<b>As Needed – Shampoo &amp; Steam Clean Carpets</b>	<b>\$ 2,100.00</b>
<b>Shampoo &amp; Steam Clean Upholstered Furniture</b>	<b>\$ 800.00</b>
<b>Strip, Seal / Wax &amp; Buff Floor Tile</b>	<b>\$ 690.00</b>
<b>Windows – Clean Inside &amp; Out (Spring &amp; Fall)</b>	<b>\$ 475.00</b>


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of June, 2003, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
Paul L. Stephenson  
Mayor

Attest:

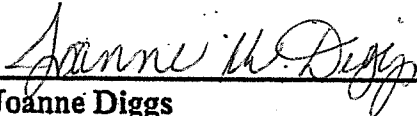
  
Marie Annese, RMC  
Township Clerk

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

ALL CLEAN BUILDING SERVICE

The money necessary to fund said contract is in the amount of \$ 43,400<sup>00</sup> and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 3-01-26-Contract. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

PHONE CALL

FOR DMR DATE 5/1 TIME 11:38 P.M.

M. HWA

OF Public Works

PHONE  FAX  MOBILE

MESSAGE Ms King has given her a  
present for library maintenance  
Let Mike know take care of  
by my school bd meeting

SIGNED AM

Willingboro Public Libr

To: M. Anness DATE 05/27

FROM C. King

SUBJECT Library Contractual  
3-01-29-390-000-

for  
Maintenance Contract

All Clear





# TOWNSHIP OF WILLINGBORO

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

June 6, 2003

Mr. Joseph Manfredo  
All Clean Building Services, Inc.  
1202 South Olden Avenue  
Hamilton, New Jersey 08610-2905

Dear Mr. Manfredo:

Attached for your information and file is a copy of Resolution No. 2003 – 80 which was adopted by Willingboro Township Council at their meeting of June 4<sup>th</sup>. As you will see your company has been awarded the Willingboro Library Cleaning contract for one (1) year. Please note that Item No. 5 of the General Instructions calls for the successful bidder to furnish and deliver, within ten (10) days of the date of award, a Performance Bond in the amount of 100% of the total contract price.

You will be contacted by Ms. Christine King, Library Director regarding the library needs, but should you wish to speak to her, she can be reached at 877-2200 ext. 6276.

Thank you for taking part in our bidding process.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



# TOWNSHIP OF WILLINGBORO

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

June 13, 2003

Ms. Leah Sandbank  
McManimom & Scotland, LLC  
One Riverfront Plaza – 4<sup>th</sup> Floor  
Newark, New Jersey 07102-5408

Dear Ms. Sandbank:

Attached is Resolution No. 2003 – 81 (Resolution determining form and other details of not to exceed Refunding Bonds) which was adopted by Willingboro Township Council at their meeting of June 10, 2003. Included in the attachment are the required certifications.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held on June 10, 2003 at 7:00 p.m.

PRESENT: Councilman Ayrer, Councilwoman Johnson, Councilman Ramsey  
Deputy Mayor Campbell and Mayor Stephenson

ABSENT: None

\*\*\*\*\*

Councilman Ayrer introduced and moved the adoption of the following resolution  
and Dep. Mayor Campbell seconded the motion:

RESOLUTION NO. 2003 - 81

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$2,900,000 REFUNDING BONDS CONSISTING OF NOT TO EXCEED \$600,000 OF GENERAL OBLIGATION REFUNDING BONDS (TOWNSHIP OF WILLINGBORO - PENSION REFUNDING BONDS, SERIES 2003) AND \$2,300,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH BONDS TO COMMERCE CAPITAL MARKETS, INC.**

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. The Township Council of the Township of Willingboro, in the County of Burlington, New Jersey (referred herein as the "Township") hereby authorizes the sale of (i) an amount of not to exceed \$600,000 General Obligation Refunding Bonds (Township of Willingboro - Pension Refunding Bonds, Series 2003) (the "Pension Refunding Bonds") of the Township, as described in the refunding bond ordinance entitled, "*Refunding Bond Ordinance of the Township of Willingboro, in the County of Burlington, New Jersey Providing for the Refunding of Certain Unfunded Pension Liabilities Appropriating \$600,000 Therefor and Authorizing the Issuance of \$600,000 Refunding Bonds of the Township for Financing the Cost Thereof,*" finally adopted by the Township Council on April 29, 2003 (the "Pension Refunding Bond Ordinance") and (ii) \$2,300,000 General Obligation Refunding Bonds of the Township (the "Refunding Bonds" and together with the Pension Refunding Bonds, collectively, the "Bonds"), as described in the refunding bond ordinance entitled, "*Refunding Bond Ordinance of The Township of Willingboro, in the County of Burlington, New Jersey, Providing for the Refunding of All or a Portion of the Outstanding Bonds of the Township, Originally Dated as of October 1, 1995 and Issued in the Original Principal Amounts of \$4,385,000, Appropriating*

RESOLUTION NO. 2003 - 81

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$2,900,000 REFUNDING BONDS CONSISTING OF NOT TO EXCEED \$600,000 OF GENERAL OBLIGATION REFUNDING BONDS (TOWNSHIP OF WILLINGBORO - PENSION REFUNDING BONDS, SERIES 2003) AND \$2,300,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH BONDS TO COMMERCE CAPITAL MARKETS, INC.**

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. The Township Council of the Township of Willingboro, in the County of Burlington, New Jersey (referred herein as the "Township") hereby authorizes the sale of (i) an amount of not to exceed \$600,000 General Obligation Refunding Bonds (Township of Willingboro - Pension Refunding Bonds, Series 2003) (the "Pension Refunding Bonds") of the Township, as described in the refunding bond ordinance entitled, "*Refunding Bond Ordinance of the Township of Willingboro, in the County of Burlington, New Jersey Providing for the Refunding of Certain Unfunded Pension Liabilities Appropriating \$600,000 Therefor and Authorizing the Issuance of \$600,000 Refunding Bonds of the Township for Financing the Cost Thereof*," finally adopted by the Township Council on April 29, 2003 (the "Pension Refunding Bond Ordinance") and (ii) \$2,300,000 General Obligation Refunding Bonds of the Township (the "Refunding Bonds" and together with the Pension Refunding Bonds, collectively, the "Bonds"), as described in the refunding bond ordinance entitled, "*Refunding Bond Ordinance of The Township of Willingboro, in the County of Burlington, New Jersey, Providing for the Refunding of All or a Portion of the Outstanding Bonds of the Township, Originally Dated as of October 1, 1995 and Issued in the Original Principal Amounts of \$4,385,000, Appropriating*

*\$2,300,000 Therefor and Authorizing the Issuance of \$2,300,000 Refunding Bonds of the Township for Financing the Cost Thereof;*” finally adopted by the Township Council on April 29, 2003 (the “Refunding Bond Ordinance”)

Section 2. The Bonds are hereby authorized to be sold to Commerce Capital Markets, Inc., Cherry Hill, New Jersey (the “Underwriter”) in accordance with the purchase contract to be entered into by and between the Underwriter and the Chief Financial Officer of the Township (the “Purchase Contract”). The Chief Financial Officer is hereby authorized to enter into the Purchase Contract on behalf of the Township for the sale of the Bonds to the Underwriter in accordance with the provisions of this resolution and otherwise in accordance with the terms provided in the approvals of the Local Finance Board on May 14, 2003. The signature of the Chief Financial Officer shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds are being issued to incur cost savings by prepaying all or a portion of the callable outstanding general obligation bonds originally issued in the principal amount of \$4,385,000 and dated as of October 1, 1995 (the “Refunded Bonds”).

(b) The Pension Refunding Bonds are being issued to incur savings by retiring the present value of the Township’s liability to the State of New Jersey in the Public Employees’ Retirement System (“PERS”) under Early Retirement Incentive Programs (“ERI Program”) previously adopted by the Township, which has been established by the New Jersey Division of Pensions and Benefits at an amount equal to \$484,964 as of the anticipated closing date of the Bonds (the “Township’s PERS Liability”),

Section 4. (a) The Bonds shall be issued in the par amounts determined to be necessary to (i) pay costs of issuance and to provide for the payments required for refunding the Refunded Bonds on or after October 1, 2003, the first available optional redemption date, and in accordance with the Local Finance Board approval and (ii) pay costs of issuance and to provide funds that will be sufficient to provide for the timely payment of the present value of the Township’s PERS Liability;

(b) The Bonds shall be dated on or about June 1, 2003;

(c) Bonds shall bear interest at an interest rate or rates per annum on the unpaid principal balance and payable semi-annually on the first days of February and August in each year until maturity, commencing on February 1, 2004;

(d) The Bonds shall be issued in the form of one bond for each series of Pension Refunding Bonds and Refunding Bonds for each maturity. The number of such maturities will be determined in the Purchase Contract;

(e) The Bonds are not subject to redemption prior to their stated maturities;

(f) Each of the Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Depository Trust Company" or "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple thereof through book-entries made on the books and the records of The Depository Trust Company and its participants except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in the denominations of \$1,000 or any integral multiple thereof.

(g) The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 15 and July 15 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal of the Township (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

Section 4. The Bonds will be issued in two series and shall be substantially in the following forms with such additions, deletions and omissions as may be necessary for the Township to market the Bonds and in accordance with the Purchase Contract:

REGISTERED  
NUMBER PB - \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

TOWNSHIP OF WILLINGBORO,

GENERAL OBLIGATION REFUNDING BONDS  
(TOWNSHIP OF WILLINGBORO - PENSION REFUNDING BONDS, SERIES 2003).  
(Federally Taxable)

DATED DATE	MATURITY DATE:	RATE INTEREST ANNUM:	OF PER	CUSIP:
__/__/03	2/01/____	_____%	_____	_____

Township of Willingboro, in the County of Burlington, New Jersey (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Dated Date of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of February and August in each year until maturity or earlier redemption, commencing on February 1, 2004. Interest on this bond will be paid to the Securities Depository by the Township of Willingboro or its designated paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 15 and July 15 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township will be paid to the Securities Depository by the Township or its designated paying agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bond of this issue is not subject to optional redemption prior to its stated maturity.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance finally adopted by the Township Council on April 29, 2003 and entitled, "*Refunding Bond Ordinance of the Township of Willingboro, in the County of Burlington, New Jersey Providing for the Refunding of Certain Unfunded Pension Liabilities Appropriating \$600,000 Therefor and Authorizing the Issuance of \$600,000 Refunding Bonds of the Township for Financing the Cost Thereof,*" in all respects duly approved and published as required by law (the "Authorization Proceedings").

The full faith and credit of the Township of Willingboro are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

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



REGISTERED  
NUMBER R - \_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

TOWNSHIP OF WILLINGBORO

GENERAL OBLIGATION REFUNDING BONDS

DATED DATE	MATURITY DATE:	RATE INTEREST ANNUM:	OF PER	CUSIP:
__/__/03	2/01/____	____%		____

Township of Willingboro, in the County of Burlington, New Jersey (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Dated Date of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of February and August in each year until maturity or earlier redemption, commencing on February 1, 2004. Interest on this bond will be paid to the Securities Depository by the Township of Willingboro or its designated paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 15 and July 15 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township will be paid to the Securities Depository by the Township or its designated paying agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bond of this issue is not subject to optional redemption prior to its stated maturities.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance finally adopted by the Township Council on April 29, 2003 and entitled, " *Refunding Bond Ordinance of The Township of Willingboro, in*



*the County of Burlington, New Jersey; Providing for the Refunding of All or a Portion of the Outstanding Bonds of the Township, Originally Dated as of October 1, 1995 and Issued in the Original Principal Amounts of \$4,385,000, Appropriating \$2,300,000 Therefor and Authorizing the Issuance of \$2,300,000 Refunding Bonds of the Township for Financing the Cost Thereof," in all respects duly approved and published as required by law (the "Authorization Proceedings").*

The full faith and credit of the Township of Willingboro are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

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



Section 5. The law firm of McManimon & Scotland, L.L.C. is authorized to arrange for the printing of the Bonds. The proper officials of the Township are hereby authorized and directed to execute the Bonds and to deliver them to the purchaser upon receipt of payment therefor.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon & Scotland, L.L.C., complete except for omission of its date. The Clerk is hereby authorized and directed to certify the truth and the correctness of the copy of such opinion by executing on each of the Bonds by facsimile signature a certificate in form satisfactory to that law firm and to file a signed duplicate of such written opinion in the Clerk's office. Alternatively, each Bond may be accompanied by the signed legal opinion or copy thereof.

Section 7. The Township hereby approves the preparation and the distribution of the Preliminary Official Statement on behalf of the Township in the form approved or to be approved by the Chief Financial Officer. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Mayor or the Chief Financial Officer. The Preliminary Official Statement shall be prepared in final form in connection with the issuance of the Bonds and the Mayor and/or the Chief Financial Officer of the Township are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Final Official Statements shall be delivered to the Underwriter of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the Underwriter's confirmations that request payment for the Bonds.

Section 8. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 9. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000, or any integral multiple thereof, except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in denominations of \$1,000, or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 10. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from

the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) Prior to August 1 of each year, commencing August 1, 2003, to each nationally recognized municipal securities information repository designated from time to time by the Securities and Exchange Commission ("National Repository") and to the appropriate State information repository, if any ("State Repository" and together with the National Repositories, the "Repositories"), annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available by the date of filing) of the Township and certain financial information and operating data consisting of (1) Township and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) the Township's most current adopted budget; (3) property valuation information; and (4) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting principles as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law. Audited financial statements if not available by the filing date will be submitted separately when available. If the Township's fiscal year changes, it shall give notice of such change in the same manner as for an event described herein under paragraph (b);

(b) As soon as practicable to each Repository or to the Municipal Securities Rulemaking Board (the "MSRB") and to the State Repository notice of the occurrence of any of the following events with respect to the Bonds, if material (herein "Material Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (7) Modifications to the rights of security holders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities; and
- (11) Rating changes.

(c) In a timely manner to each National Repository or to the MSRB, and to the State Repository if any, notice of failure of the Township to provide required annual financial information on or before the date specified above.

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Chief Financial Officer shall determine, in consultation with bond counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for any monetary damages, remedy of the beneficial owners of the Bonds being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

The undertaking may be amended by the Township from time to time, without the consent of the Bondholders or the beneficial owners of the Bonds, in order to make modifications required in connection with a change in legal requirements or change in law, which in the opinion of nationally recognized bond counsel complies with the Rule.

There can be no assurance that there will be a secondary market for the sale or purchase of the Bonds. Such factors as prevailing market conditions, financial condition or market position of firms who may make the secondary market and the financial condition of the Township may affect the future liquidity of the Bonds.

Section 11. The Mayor, the Chief Financial Officer, the Clerk and other appropriate representatives of the Township are hereby authorized to take all steps necessary to provide for the issuance of the Bonds and the satisfaction of the Township's PERS Liabilities, including preparing and executing such agreements and documents on behalf of the Township, satisfying in full the requirements of notice of redemption, where necessary, and taking all steps necessary or desirable to implement this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 12. The Mayor or the Chief Financial Officer, with the advice of the Township's financial advisor and bond counsel, shall arrange for bond insurance to be provided at a premium not to exceed 50 basis points of the amount of principal and interest payable in order to obtain the best possible rates and the most cost effective financing and is authorized to take all steps on behalf of the Township necessary to do so.

Section 13. The Mayor or the Chief Financial Officer, with the advice of the Township's financial advisor and bond counsel shall arrange for paying agent services with a banking institution if any portion of the Bonds are term bonds requiring a sinking fund.

Section 14. The Mayor or the Chief Financial Officer, with the advice of the Township's financial advisor and bond counsel, is hereby authorized to accept proposals for an escrow agent for the purpose of entering to an Escrow Deposit Agreement, if necessary, with a banking institution for escrow agent services for the purpose of investing and managing a portion of the Bond proceeds.

Section 15. Bowman & Company, certified public accountants, will serve as verification agent to confirm the accuracy of the arithmetical and mathematical computations supporting (i) the adequacy of the maturing principal amounts of the U.S. Government obligations only together with interest income thereon and uninvested cash, if any, to pay, when due, the redemption price of and interest on the Refunded Bonds; and (ii) the calculations of yield supporting the conclusion of bond counsel that the Bonds are not arbitrage bonds.

Section 16. The Chief Financial Officer is also authorized and directed to pay the costs of issuance at or after the time of closing to the various participants in connection with the sale and issuance of the Bonds pursuant to a certificate of the Chief Financial Officer to be executed upon delivery of the Bonds and based upon the recommendation of the financial adviser to pay such costs.

Section 17. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following votes:

AYES: Councilman Ayrer, Councilwoman Johnson, Councilman Ramsey, Deputy Mayor Campbell and Mayor Stephenson


NAYS: None

**CERTIFICATE**

I, Marie Annese, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held June 10, 2003 has been compared by me with the original minutes as officially recorded in my office in the minute book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 10<sup>th</sup> day of June, 2003.

[SEAL]

  
Marie Annese, Township Clerk

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

TELEPHONE  
(973) 622-1800

ONE RIVERFRONT PLAZA, FOURTH FLOOR  
NEWARK, NEW JERSEY 07102-5408

FAX (973) 622-7333  
FAX (973) 622-3744

Direct Dial (973) 622-5035

June 5, 2003

# 81

Joanne Diggs  
Director of Finance  
Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046

**Re: Adoption of Resolution for not to exceed \$2,900,000 Refunding Bonds of the Township of Willingboro, in the County of Burlington**

Dear Joanne,

At the Township Council meeting of June 10, 2003, the Township Council of the Township of Willingboro, in the County of Burlington should adopt the attached Resolution determining the form and other details of the not to exceed \$600,000 Pension Refunding Bonds and the \$2,300,000 of General Obligation Refunding Bonds of the Township and providing for their sale and delivery to Commerce Capital Markets.

If you have any questions please do not hesitate to call me.

Very truly yours,

  
Leah Sandbank

Enclosure

cc: Marie Annese, Clerk  
Michael A. Armstrong, Esq.  
Steven Ryan, Bowman & Company, LLP  
Melissa Winchester Zinni, Commerce Capital Markets, Inc.



**RESOLUTION NO. 2003 – 82**

A Resolution Authorizing a Grant Agreement Between Willingboro Township and the State of New Jersey by and for the Department of Environmental Protection

**Grant Identifier: ES03-010**

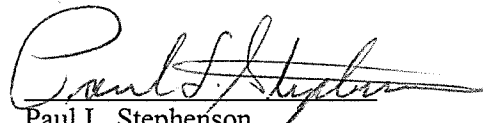
WHEREAS, the Willingboro Township Environmental Commission (“COMMISSION”) has applied for a matching grant from the New Jersey Department of Environmental Protection (“DEPARTMENT”), Environmental Services Program (“ESP”), Matching Grants Program established pursuant to NJSA 13:1H-1 et seq., for funding in connection with a project entitled Willingboro Tree Survey and Project (“PROJECT”) the total cost of the PROJECT being \$5,000.00; and

WHEREAS, the DEPARTMENT has reviewed the application submitted by the COMMISSION and found it to conform with the scope and intent of the ESP Matching Grants Program and has approved the COMMISSION’S request for funding in the amount of \$2,500.00, contingent on the COMMISSION’S providing the required matching funds; and


WHEREAS, in order to obtain the grant funds it is necessary that the Township of Willingboro certify that matching funds in the amount of \$2,500.00 will be provided by the Township of Willingboro to the COMMISSION for the project.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of June, 2003,

1. That the COMMISSION was created and continues to exist in accordance with the laws of the State of New Jersey.
2. That the governing body recommends that the DEPARTMENT approve the COMMISSION’S application for funding.
3. That the COMMISSION is authorized to enter into a grant agreement with the DEPARTMENT in accordance with the PROJECT, Office of Environmental Services Program, Grant Number ES03-010.
4. That upon execution of the above grant agreement, the Township of Willingboro will provide the COMMISSION with matching funds in the amount of \$2,500.00 for the PROJECT, and
5. That this resolution shall take effect immediately
6. That the Mayor is authorized to execute a grant agreement and any amendments on behalf of the COMMISSION with the New Jersey Department of Environmental Protection, Environmental Services Program, under Grant Number ES03-101 for the PROJECT.

  
Paul L. Stephenson  
Mayor

ATTEST:

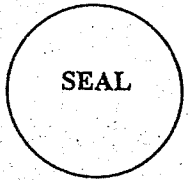
  
Marie Annese, RMC  
Township Clerk

5 Ayes  
 (#) \_\_\_\_\_ (Names) \_\_\_\_\_  
 Councilman Ayrer, Councilwoman Johnson, Councilman Ramsey,  
 Deputy Mayor Campbell and Mayor Stephenson

0 Nays  
 (#) \_\_\_\_\_ (Names) \_\_\_\_\_  
 None

0 Abstentions  
 (#) \_\_\_\_\_ (Names) \_\_\_\_\_  
 None

0 Absent  
 (#) \_\_\_\_\_ (Names) \_\_\_\_\_  
 None



Approved: *Paul L. Stephenson* ✓  
 (Signature and Title of Mayor, Freeholder Director,  
 Freeholder Chairman or County Executive)  
 Paul . Stephenson, Mayor  
 (Type or Print Name and Title)

CERTIFICATION\*

I, Marie Annese, Clerk of the Township of Willingboro  
 (Name of Clerk) (Name of Municipality or County)

State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by the governing body of the  
Township of Willingboro at a meeting held on the 10th day of  
 (Name of Municipality or County)  
June, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Township of Willingboro  
 (Name of Municipality or County)

this 11th day of June, 2003.

*Marie Annese*, Clerk  
 (Signature of Clerk)  
 Marie Annese  
 (Type or Print Name of Clerk)

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

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



# TOWNSHIP OF WILLINGBORO

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

June 11, 2003

Joseph C. Rogers  
Environmental Services Program  
401 East State Street  
P.O. Box 402  
Trenton, New Jersey 08625-0402

Dear Sir:

Attached please find a certified copy of Resolution No. 82 – 2003 adopted by Willingboro Township Council at their meeting of June 10, 2003.

If you have any questions or additional requirements, please do not hesitate to call (609) 877-2200, ext. 6202.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

Att.

/saw



State of New Jersey  
Department of Environmental Protection

5/28/03  
Drs. [Signature]

James E. McGreevey  
Governor

Bradley M. Campbell  
Commissioner

Environmental Services Program  
401 East State Street  
P.O. Box 402  
Trenton, NJ 08625-0402  
(609) 984-0828  
fax (609) 633-2102

March 31, 2003

Ms. Martha Hall - Chair  
Willingboro Environmental Commission  
18 Hancock Lane  
Willingboro, NJ 08046-2015

*Martha*  
Dear Ms. Hall:

Congratulations! This letter serves as notice that the application for the 2003 Environmental Services Program (ESP) Matching Grant submitted by the Willingboro Environmental Commission for the project "Willingboro Tree Survey and Project" has been approved for funding in the amount of \$2,500.00. A letter of notification of this grant award has also been sent to your mayor and your district's legislators.

As part of this program, the Willingboro Environmental Commission must enter into a formal agreement with the Department of Environmental Protection. The scope of services, the budget and the product schedule will all be derived from the application that was previously submitted. If any revisions are necessary, they will be clarified by telephone. The process of creating a grant agreement may often take several weeks to complete. All grant agreements must be fully executed by June 30, 2003. **For the purposes of this grant, please use the grant identifier ES03-010 in all future correspondence pertaining to this project.**

Two essential parts of the grant agreement are Attachment C and Attachment D, both of which are enclosed for your immediate action.

- Attachment C, the Environmental Commission resolution, designates the individual who has the authority to sign the grant agreement on the municipality's behalf.
- Attachment D, the Governing Body resolution, certifies that the matching funds will be available to support the project (this resolution is NOT the same as the commitment letter that was submitted with the application in December; it must have a raised seal from the Clerk).

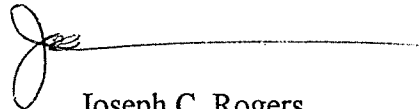
**Both of these resolutions have expiration dates of sixty days after they are signed. Please return the original and two copies of each attachment to the ESP by May 31, 2003. Failure to do so may result in the cancellation of the grant award.**

The date of the execution of the grant agreement will be June 30, 2003, and the twelve-month work period begins at that time. You may begin preliminary work to prepare for the beginning of the project, however, DO NOT perform any of the tasks outlined in the scope of services for which the grant monies will be spent. Any work that is performed prior to the execution date of the grant agreement cannot be reimbursed nor applied as the local match.

Upon receipt of the completed resolutions and review by the Department, three (3) copies of the completed grant agreement will be forwarded to you so that they may be signed by the appropriate individual. All three (3) copies must be returned to the ESP for the Departmental signatures. When completely executed, a copy will be returned to your for your records. Until both parties have signed the agreement, the contract will not be considered executed.

If you have any questions regarding this project, please contact me at (609) 984-0828. I look forward to working with you to successfully execute the grant agreement and assist you in completing your project.

Sincerely,

A handwritten signature in black ink, consisting of a stylized loop followed by a horizontal line extending to the right.

Joseph C. Rogers  
Program Coordinator  
Environmental Services Program

Enclosures

c- Municipal Clerks (w/o enclosures)

COMMISSION RESOLUTION GRANT AGREEMENT  
BETWEEN

\_\_\_\_\_  
(print name of Grantee; all capitals)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: / \_\_\_\_\_

MUNICIPAL ENVIRONMENTAL COMMISSION RESOLUTION

WHEREAS ON, \_\_\_\_\_, the \_\_\_\_\_,  
(Date) (Name of Municipality or County)

County of \_\_\_\_\_, State of New Jersey, established the \_\_\_\_\_  
(Name of County if Municipality)

\_\_\_\_\_, ("COMMISSION") pursuant to the  
(Name of Environmental Commission)  
authority of N.J.S.A. 40:56A-1 et seq.; and

WHEREAS, the COMMISSION has applied for a matching grant from the New Jersey Department of Environmental Protection ("DEPARTMENT"), Environmental Services Program ("ESP"), Matching Grants Program established pursuant to N.J.S.A. 13:1H-1 et seq. for funding in connection with a project entitled \_\_\_\_\_  
(Project Title)

\_\_\_\_\_, ("PROJECT"); and

WHEREAS, the DEPARTMENT has reviewed the application submitted by the COMMISSION and found it to conform with the scope and intent of the ESP Matching Grants Program and has approved the COMMISSION'S request for funding, contingent on the COMMISSION'S providing the required matching funds; and

WHEREAS, in order to obtain the grant funds, it is necessary that the COMMISSION (i) certify that matching funds will be provided by the COMMISSION for the PROJECT and (ii) enter into a grant agreement with the DEPARTMENT and perform in accordance with the grant agreement and all applicable rules, regulations, and laws.

NOW, THEREFORE, BE IT RESOLVED by the COMMISSION as follows:

1. That the COMMISSION hereby certifies it was created and continues to exist in accordance with the laws of the State of New Jersey;
2. That \_\_\_\_\_ is hereby authorized to execute a grant agreement and any  
(Title of Official)  
amendments to the grant agreement on behalf of the COMMISSION with the New Jersey Department of Environmental Protection, Environmental Services Program, under Grant Number \_\_\_\_\_ for the PROJECT;
3. That upon execution of the above grant agreement, the COMMISSION will provide matching funds for the PROJECT;
4. That the COMMISSION has received all necessary authorizations to enter into the grant agreement;
5. That the COMMISSION agrees to comply with the provisions contained in the grant agreement, the ESP Matching Grant Program Rules (N.J.A.C.7:5-1.1 et seq.), and all other applicable rules, regulations, and laws; and
6. That this resolution shall take effect immediately

Introduced and passed \_\_\_\_\_

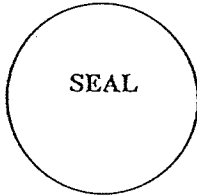
\_\_\_\_ Ayes \_\_\_\_\_  
(#) (Names)

\_\_\_\_ Nays \_\_\_\_\_  
(#) (Names)

\_\_\_\_ Abstentions \_\_\_\_\_  
(#) (Names)

\_\_\_\_ Absent \_\_\_\_\_  
(#) (Names)

Approved;



\_\_\_\_\_, Chairman  
(Signature of Chairman)

\_\_\_\_\_  
(Type or Print Name of Chairman)

CERTIFICATION\*

I, \_\_\_\_\_, Secretary of the \_\_\_\_\_  
(Name of Secretary)

\_\_\_\_\_, \_\_\_\_\_  
(Name of Environmental Commission) (Name of Municipality or County)

County of \_\_\_\_\_, State of New Jersey, do hereby certify that the foregoing is a true  
(Name of County if Municipality)

copy of a Resolution adopted by the \_\_\_\_\_  
(Name of Environmental Commission)

at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \*\*

\_\_\_\_\_, Secretary  
(Signature of Secretary)\*

\_\_\_\_\_  
(Type or Print Name of Secretary)

\* Certification must be signed by officer other than the individual authorized to execute the agreement.

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

GRANT AGREEMENT  
BETWEEN

*M/Funds  
for PW-Budget*

\_\_\_\_\_  
(print name of Grantee; all capitals)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: \_\_\_\_\_

GOVERNING BODY RESOLUTION

WHEREAS, the \_\_\_\_\_, ("COMMISSION")  
(Name of Environmental Commission)

has applied for a matching grant from the New Jersey Department of Environmental Protection ("DEPARTMENT"), Environmental Services Program ("ESP"), Matching Grants Program established pursuant to N.J.S.A. 13:1H-1 et seq., for funding in connection with a project entitled \_\_\_\_\_

(Project Title)

PROJECT being \$ \_\_\_\_\_ ("PROJECT") the total cost of the  
\_\_\_\_\_ ; and

WHEREAS, the DEPARTMENT has reviewed the application submitted by the COMMISSION and found it to conform with the scope and intent of the ESP Matching Grants Program and has approved the COMMISSION'S request for funding in the amount of \$ \_\_\_\_\_, contingent on the COMMISSION'S providing the required matching funds; and

WHEREAS, in order to obtain the grant funds, it is necessary that the \_\_\_\_\_  
(Name of Municipality or County)  
certify that matching funds in the amount of \$ \_\_\_\_\_ will be provided by the \_\_\_\_\_  
(Name of Municipality or County)  
to the COMMISSION for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the \_\_\_\_\_:  
(Name of Municipality or County)

1. That the COMMISSION was created and continues to exist in accordance with the laws of the State of New Jersey,
2. That the governing body recommends that the DEPARTMENT approved the COMMISSION'S application for funding,
3. That the COMMISSION is authorized to enter into a grant agreement with the DEPARTMENT in connection with the PROJECT, Office of Environmental Services Program, Grant Number \_\_\_\_\_,
4. \*That upon execution of the above grant agreement, the \_\_\_\_\_ will provide the COMMISSION  
(Name of Municipality or County)  
with matching funds in the amount of \$ \_\_\_\_\_, for the PROJECT, and\*
5. That this resolution shall take effect immediately.

Introduced and passed \_\_\_\_\_, \_\_\_\_\_

\* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.



\_\_\_\_ Ayes  
(#) \_\_\_\_\_ (Names)

\_\_\_\_ Nays  
(#) \_\_\_\_\_ (Names)

\_\_\_\_ Abstentions  
(#) \_\_\_\_\_ (Names)

\_\_\_\_ Absent  
(#) \_\_\_\_\_ (Names)

Approved:



\_\_\_\_\_  
(Signature and Title of Mayor, Freeholder Director,  
Freeholder Chairman or County Executive)

\_\_\_\_\_  
(Type or Print Name and Title)

**CERTIFICATION\***

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_  
(Name of Clerk) (Name of Municipality or County)

State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by the governing body of the

\_\_\_\_\_ at a meeting held on the \_\_\_\_\_ day of  
(Name of Municipality or County)

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the \_\_\_\_\_  
(Name of Municipality or County)  
this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, Clerk  
(Signature of Clerk)

\_\_\_\_\_  
(Type or Print Name of Clerk)

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

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

COMMISSION RESOLUTION GRANT AGREEMENT  
BETWEEN

\_\_\_\_\_  
(print name of Grantee; all capitals)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: / ES03-010

MUNICIPAL ENVIRONMENTAL COMMISSION RESOLUTION

WHEREAS ON, \_\_\_\_\_, the \_\_\_\_\_,  
(Date) (Name of Municipality or County)  
County of \_\_\_\_\_, State of New Jersey, established the \_\_\_\_\_  
(Name of County if Municipality)

\_\_\_\_\_, ("COMMISSION") pursuant to the  
(Name of Environmental Commission)  
authority of N.J.S.A. 40:56A-1 et seq.; and

WHEREAS, the COMMISSION has applied for a matching grant from the New Jersey Department of Environmental Protection ("DEPARTMENT"), Environmental Services Program ("ESP"), Matching Grants Program established pursuant to N.J.S.A. 13:1H-1 et seq. for funding in connection with a project entitled Willingboro Tree Survey and Project  
(Project Title)  
\_\_\_\_\_, ("PROJECT"); and

WHEREAS, the DEPARTMENT has reviewed the application submitted by the COMMISSION and found it to conform with the scope and intent of the ESP Matching Grants Program and has approved the COMMISSION'S request for funding, contingent on the COMMISSION'S providing the required matching funds; and

WHEREAS, in order to obtain the grant funds, it is necessary that the COMMISSION (i) certify that matching funds will be provided by the COMMISSION for the PROJECT and (ii) enter into a grant agreement with the DEPARTMENT and perform in accordance with the grant agreement and all applicable rules, regulations, and laws.

NOW, THEREFORE, BE IT RESOLVED by the COMMISSION as follows:

1. That the COMMISSION hereby certifies it was created and continues to exist in accordance with the laws of the State of New Jersey;
2. That \_\_\_\_\_ is hereby authorized to execute a grant agreement and any  
(Title of Official)  
amendments to the grant agreement on behalf of the COMMISSION with the New Jersey Department of Environmental Protection, Environmental Services Program, under Grant Number ES03-010 for the PROJECT;
3. That upon execution of the above grant agreement, the COMMISSION will provide matching funds for the PROJECT;
4. That the COMMISSION has received all necessary authorizations to enter into the grant agreement;
5. That the COMMISSION agrees to comply with the provisions contained in the grant agreement, the ESP Matching Grant Program Rules (N.J.A.C.7:5-1.1 et seq.), and all other applicable rules, regulations, and laws; and
6. That this resolution shall take effect immediately

Introduced and passed \_\_\_\_\_

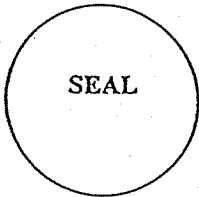
\_\_\_\_ Ayes  
(#) \_\_\_\_\_  
(Names)

\_\_\_\_ Nays  
(#) \_\_\_\_\_  
(Names)

\_\_\_\_ Abstentions  
(#) \_\_\_\_\_  
(Names)

\_\_\_\_ Absent  
(#) \_\_\_\_\_  
(Names)

Approved;



\_\_\_\_\_, Chairman  
(Signature of Chairman)

\_\_\_\_\_  
(Type or Print Name of Chairman)

CERTIFICATION\*

I, \_\_\_\_\_, Secretary of the \_\_\_\_\_  
(Name of Secretary)

\_\_\_\_\_, \_\_\_\_\_  
(Name of Environmental Commission) (Name of Municipality or County)

County of \_\_\_\_\_, State of New Jersey, do hereby certify that the foregoing is a true  
(Name of County if Municipality)

copy of a Resolution adopted by the \_\_\_\_\_,  
(Name of Environmental Commission)

at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \*\*

\_\_\_\_\_, Secretary  
(Signature of Secretary)\*

\_\_\_\_\_  
(Type or Print Name of Secretary)

\* Certification must be signed by officer other than the individual authorized to execute the agreement.

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

**RESOLUTION NO. 2003 - 83**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

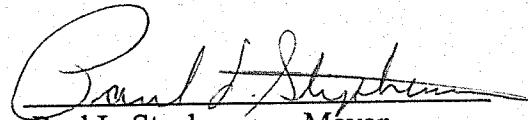
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6/10, 2003, that an Executive Session closed to the public shall be held on 6/10, 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

*Carl Turner*

**RESOLUTION NO. 2003 – 84**

**AWARD OF BID FOR 2002 ROADWAY REPAIRS**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for **2002 ROADWAY REPAIR PROJECT**; and

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

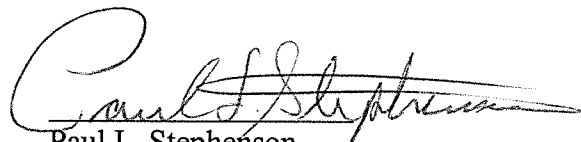
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Trap Rock Industries, Inc. , PO Box 419, Kingston, New Jersey 08528; and

WHEREAS, the Township Engineer has recommended the award of a fixed price construction type contract with a not to exceed dollar obligation of \$821,230.00; and

WHEREAS, the bid of the above has been found to be correct and satisfactory both in form and in content and funds are available for this purpose as indicated by the attached Treasurer's Certification.

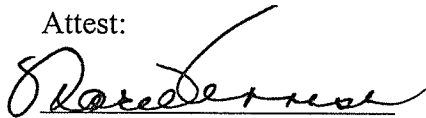
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10<sup>th</sup> day of June, 2003, that the bid be accepted as per the attached recommendations of the Township Engineer.

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



Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

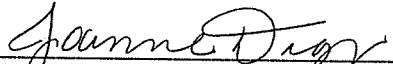
Resolution Date: 06/10/03  
Resolution Number: 2003-84

Vendor: TRAPR050 TRAPROCK INDUSTRIES INC  
PO BOX 419  
KINGSTON, NJ 08528

Contract: 03-00004 TRAPROCK 2002 ROADWAY

Account Number	Amount	Department
C-04-55-901-004-926	270,277.20	2001 GENERAL CAPITAL FUND
C-04-55-902-004-921	550,952.80	2002 GENERAL CAPITAL
Total	821,230.00	

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

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



CIVIL ENGINEERING AND SURVEYING  
PLANNING, PARKS AND RECREATION

# FAX TRANSMITTAL

Date: June 10, 2003

Job No: 2002-39-31

Project: 2002 Roadway Repairs

To: Marie Annese, Township Clerk

Office: Willingboro Township

Fax: 835-0782

From: Carl A. Turner, PE, Willingboro Township Engineer

7 Number of pages, including transmittal page       Operator (Barbara Morse)

The original document will be mailed       Please call to confirm receipt

The original document will not be mailed       Call only if illegible

Message:

Marie,

Please place the attached Recommendation of Award on the Agenda. Please let me know if there are any problems.

Thank you,

Carl

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



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

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

June 10, 2003

Robert W. Lord, PE & CS, PE  
Raymond J. Worrell, II, PE & CS, PE, CMR  
Lance S. Riemer, PE, PP

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

Mark E. Malinowski, PE

John F. Augustino  
Stephen J. Beyer  
Gerald J. DeFolco, Jr., CLA, PE, AICP  
Kary S. Dirkin  
Caro A. Turner, PE

RE: Recommendation of Award  
2002 Roadway Repairs Project  
Willingboro Township  
LWR File No. 2002-39-31

Dear Ms. Rose:

Submitted herewith is the justification package for Contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract documents entitled "2002 Roadway Repairs Project." The tasks covered in the above referenced text have been authorized under 2002 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various roadway repairs involving concrete sidewalk, driveway apron, concrete curb and roadway handicap ramp construction and rehabilitation throughout the Township of Willingboro. Contract documents were purchased directly from Lord Worrell & Richter, Inc. (LWR) by five (5) vendors.

**A. SCOPE OF WORK**

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

- Maintenance & Protection of Traffic
- Milling, 0"-3"
- Roadway Excavation, Unclassified (0"-6" or 0"-11")
- Hot Mix Asphalt, Surface Course, Mix I-5, 2" Thick
- Hot Mix Asphalt Base Course, Mix I-2, 5" Thick
- Dense Graded Aggregate, Variable Thickness
- Removal of Concrete Base ( $\pm$  6")



Ms. Denise Rose, Township Manager & Members of Council  
Recommendation of Award  
June 10, 2003  
Page 2

- Concrete Curb
- 6" R.C. Driveway Apron
- 6" R.C. Handicap Ramps
- Painted Fire Hydrant Symbol
- Painted Crosswalks
- 24" White Stop Bar
- Long Life Epoxy Traffic Stripes, 4" Wide
- Parking Space Numbers or Letters
- Pedestrian Crossing Sign
- Inlets, Type 'B' or 'E'
- "Bike Safe" Grates
- Repair Inlet, Complete
- 6" Perforated Corrugated Polyethylene Pipe
- Adjust Manhole Casting
- 24" Reinforced Concrete Pipe
- 24" R.C. Headwall

#### ALTERNATE #1

- Milling, 0"-3"
- Roadway Excavation, Unclassified (0" - 6")
- Hot Mix Asphalt Surface Course, Mix 1-5, 2" Thick
- Hot Mix Asphalt Base Course, Mix 1-2, 5" Thick
- Dense Graded Aggregate, Variable Thickness
- Removal of Concrete Base (1 6")
- Concrete Curb
- 6" R.C. Driveway Apron
- 6" R.C. Handicap Ramps
- Painted Fire Hydrant Symbol
- Inlets, Type 'B' or 'E'
- 36" RCP
- 36" R.C. Headwall

#### ALTERNATE #2

- Milling, 0"-3"
- Roadway Excavation, Unclassified (0"- 11")
- Hot Mix Asphalt Surface Course, Mix 1-5, 2" Thick
- Hot Mix Asphalt Base Course, Mix 1-2, 5" Thick
- Dense Graded Aggregate, Variable Thickness
- Long Life Epoxy Traffic Stripes, 4" Wide
- Parking Space Numbers or Letters

Ms. Denise Rose, Township Manager & Members of Council  
Recommendation of Award  
June 10, 2003  
Page 3

The roads considered under the 2002 Expenditure are:

- Pine Street
- Hinsdale Lane
- Buckingham Drive
- Mandolin Lane
- Regent Court - Cartway Improvements
- JFK Parking Lot
- Sandstone Lane (Alternate #1)
- Regent Court - Parking Improvements (Alternate #2). (Pending Approval for Payment by the Rittenhouse Association)

**B. BID SOLICITATION**

A solicitation notice was placed in the BCT on May 15, 2003 for concrete repair work to be performed on various streets throughout the Township of Willingboro. The Contract documents (plans and specifications) were made available to interested bidders beginning on May 19, 2003.

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

Proposals were received on June 3, 2003 from the following:

- Trap Rock Industries, Inc.
- Asphalt Paving Systems
- SJA Construction, Inc.

**C. PRICE ANALYSIS**

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

An itemized cost comparison is contained on the Bid Tabulation Sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Trap Rock Industries, Inc. submitted the lowest bid in the amount of \$821,230.00. A summary of the bids received is as follows:

- Trap Rock Industries, Inc.....\$821,230.00
- Asphalt Paving Systems.....\$838,615.20
- SJA Construction, Inc. ....\$941,591.00

Ms. Denise Rose, Township Manager & Members of Council  
Recommendation of Award  
June 10, 2003  
Page 4

An Engineer's Cost Estimate was prepared by LWR to determine the appropriate worth of this project. This Estimate is also contained on the Bid Tabulation Sheet attached. The LWR Engineer's Estimate is \$940,856.50.

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

**D. RESPONSIBILITY**

Trap Rock Industries, Inc. has performed similar road repair projects for the Townships of Tabernacle and Springfield, Burlington County and the New Jersey Turnpike Authority over the past five (5) years with satisfactory results and no extraordinary problems related to their performance.

**E. RECOMMENDATION**

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

Based on the fact that Trap Rock Industries, Inc. has the experience specifically required, LWR recommends that the contract be awarded to them. We would recommend the award of a fixed price construction type contract with a not-to-exceed dollar obligation of \$821,230.00 to Trap Rock Industries, Inc. for the scope of work mentioned herein. Trap Rock Industries, Inc. submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.



Carl A. Turner, PE  
Township Engineer

CAT:RDR:db

Enclosure

cc: Marie Annese, Township Clerk  
William H. Stavola, President, Trap Rock Industries, Inc.



**2002 ROADWAY REPAIR PROJECT  
WILLINGBORO TOWNSHIP  
JUNE 3, 2003 @ 10:00 AM**

MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NJ 08046

Carl A. Turner, PE, Willingboro Township Engineer  
LWR File No. 2002-39-31

**BID TABULATION**

**LOW BIDDER**

Trap Rock Industries  
P.O. Box 419  
Kingston, NJ 08528  
609-924-0300

Asphalt Paving Systems  
P.O. Box 530  
Hammononton, NJ 08037  
609-561-4161

SJA Construction, Inc.  
8004A Greentree Commons  
Marlton, NJ 08053  
856-985-7700

**ENGINEER'S ESTIMATE**

Item	Description	Quantity	Unit	ENGINEER'S ESTIMATE		LOW BIDDER		Asphalt Paving Systems		SJA Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Maintenance & Protection of Traffic	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 46,000.00	\$ 46,000.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00
2	Milling, 0"-3"	30,333	SY	\$ 2.50	\$ 75,832.50	\$ 1.75	\$ 53,082.75	\$ 4.00	\$ 121,332.00	\$ 2.00	\$ 60,666.00
3	Roadway Excavation, Unclassified (0"-6" or 0"-11")	3,153	CY	\$ 22.00	\$ 69,366.00	\$ 15.50	\$ 48,871.50	\$ 2.00	\$ 6,306.00	\$ 30.00	\$ 94,590.00
4	Hot Mix Asphalt, Surface Course, Mix I-5, 2" Thick	30,333	SY	\$ 7.00	\$ 212,331.00	\$ 5.25	\$ 159,248.25	\$ 5.40	\$ 163,798.20	\$ 6.00	\$ 181,998.00
5	Hot Mix Asphalt Base Course, Mix I-2, 5" Thick	13,430	SY	\$ 15.00	\$ 201,450.00	\$ 13.00	\$ 174,590.00	\$ 13.50	\$ 181,305.00	\$ 11.50	\$ 154,445.00
6	Dense Graded Aggregate, Variable Thickness	2,286	CY	\$ 20.00	\$ 45,720.00	\$ 23.00	\$ 52,578.00	\$ 2.00	\$ 4,572.00	\$ 35.00	\$ 80,010.00
7	Removal of Concrete Base (± 6")	5,424	SY	\$ 13.00	\$ 70,512.00	\$ 9.00	\$ 48,816.00	\$ 8.00	\$ 43,392.00	\$ 10.00	\$ 54,240.00
8	Concrete Curb	4,754	LF	\$ 25.00	\$ 118,850.00	\$ 19.50	\$ 92,703.00	\$ 29.00	\$ 137,866.00	\$ 25.50	\$ 121,227.00
9	6" R.C. Driveway Apron	387	SY	\$ 55.00	\$ 21,285.00	\$ 57.50	\$ 22,252.50	\$ 60.00	\$ 23,220.00	\$ 60.00	\$ 23,220.00
10	6" R.C. Handcap Ramps	102	SY	\$ 55.00	\$ 5,610.00	\$ 225.00	\$ 22,950.00	\$ 100.00	\$ 10,200.00	\$ 200.00	\$ 20,400.00
11	Painted Fire Hydrant Symbol	8	UT	\$ 100.00	\$ 800.00	\$ 105.00	\$ 840.00	\$ 100.00	\$ 800.00	\$ 130.00	\$ 1,040.00
12	Painted Crosswalks	2	UT	\$ 350.00	\$ 700.00	\$ 155.00	\$ 310.00	\$ 250.00	\$ 500.00	\$ 180.00	\$ 360.00
13	24" White Stop Bar	4	UT	\$ 200.00	\$ 800.00	\$ 52.00	\$ 208.00	\$ 250.00	\$ 1,000.00	\$ 60.00	\$ 240.00
14	Long Life Epoxy Traffic Stripes, 4" Wide	2,000	LF	\$ 0.50	\$ 1,000.00	\$ 0.80	\$ 1,600.00	\$ 1.00	\$ 2,000.00	\$ 0.85	\$ 1,700.00
15	Parking Space Numbers or Letters	40	UT	\$ 15.00	\$ 600.00	\$ 11.00	\$ 440.00	\$ 20.00	\$ 800.00	\$ 12.00	\$ 480.00
16	Pedestrian Crossing Sign	4	UT	\$ 200.00	\$ 800.00	\$ 115.00	\$ 460.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
17	Inlets, Type B' or E'	3	UT	\$ 2,000.00	\$ 6,000.00	\$ 3,000.00	\$ 9,000.00	\$ 2,500.00	\$ 7,500.00	\$ 3,700.00	\$ 11,100.00
18	"Bike Safe" Grates	7	UT	\$ 350.00	\$ 2,450.00	\$ 200.00	\$ 1,400.00	\$ 300.00	\$ 2,100.00	\$ 250.00	\$ 1,750.00
19	Repair Inlet, Complete	11	UT	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 2,000.00	\$ 22,000.00
20	6" Perforated Corrugated Polyethylene Pipe	2,050	LF	\$ 32.00	\$ 65,600.00	\$ 25.00	\$ 51,250.00	\$ 28.00	\$ 57,400.00	\$ 32.00	\$ 65,600.00
21	Adjust Manhole Casting	1	UT	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
22	24" RCP	343	LF	\$ 50.00	\$ 17,150.00	\$ 60.00	\$ 20,580.00	\$ 68.00	\$ 23,324.00	\$ 75.00	\$ 25,725.00
23	24" RC Headwall	1	UT	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
<b>TOTAL ROADS</b>					\$ 940,856.50	\$ 821,230.00	\$ 838,615.20	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00



2002 ROADWAY REPAIR PROJECT  
 WILLINGBORO TOWNSHIP  
 JUNE 3, 2003 @ 10:00 AM  
 MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NJ 08046

Carl A. Turner, PE, Willingboro Township Engineer  
 LWR File No. 2002-39-31

**BID TABULATION**

**LOW BIDDER**  
 Trap Rock Industries  
 P.O. Box 419  
 Kingston, NJ 08528  
 609-924-0300

Asphalt Paving Systems  
 P.O. Box 536  
 Hammonton, NJ 08037  
 609-561-4161

SJA Construction, Inc.  
 8004A Greentree Commons  
 Marlton, NJ 08053  
 856-985-7700

ENGINEER'S ESTIMATE

**ALTERNATE #1**

**SANDSTONE LANE**

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2	Milling, 0" - 3"										
3	Roadway Excavation, Unclassified (0" - 6")	4,100	SY	\$ 2.50	\$ 10,250.00	\$ 3.00	\$ 12,300.00	\$ 4.00	\$ 16,400.00	\$ 2.00	\$ 8,200.00
4	Hot Mix Asphalt Surface Course, Mx I-5, 2" Thick	260	CY	\$ 22.00	\$ 5,720.00	\$ 20.00	\$ 5,200.00	\$ 2.00	\$ 520.00	\$ 30.00	\$ 7,800.00
5	Hot Mix Asphalt Base Course, Mx I-2, 5" Thick	4,100	SY	\$ 7.00	\$ 28,700.00	\$ 6.00	\$ 24,600.00	\$ 5.40	\$ 22,140.00	\$ 6.00	\$ 24,600.00
6	Dense Graded Aggregate, Variable Thickness	1,640	SY	\$ 15.00	\$ 24,600.00	\$ 14.00	\$ 22,960.00	\$ 13.50	\$ 22,140.00	\$ 14.00	\$ 22,960.00
7	Removal of Concrete Base (± 6")	260	CY	\$ 20.00	\$ 5,200.00	\$ 30.00	\$ 7,800.00	\$ 2.00	\$ 520.00	\$ 35.00	\$ 9,100.00
8	Concrete Curb	1,640	SY	\$ 13.00	\$ 21,320.00	\$ 13.00	\$ 21,320.00	\$ 8.00	\$ 13,120.00	\$ 10.00	\$ 16,400.00
9	6" R.C. Driveway Apron	1,450	LF	\$ 25.00	\$ 36,250.00	\$ 23.50	\$ 34,075.00	\$ 29.00	\$ 42,050.00	\$ 27.00	\$ 39,150.00
10	6" R.C. Handcap Ramps	138	SY	\$ 55.00	\$ 7,590.00	\$ 60.00	\$ 8,280.00	\$ 60.00	\$ 8,280.00	\$ 63.00	\$ 8,694.00
11	Painted Fire Hydrant Symbol	15	SY	\$ 55.00	\$ 825.00	\$ 250.00	\$ 3,750.00	\$ 100.00	\$ 1,500.00	\$ 250.00	\$ 3,750.00
17	Inlets, Type B' or E'	2	UT	\$ 100.00	\$ 200.00	\$ 105.00	\$ 210.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 260.00
22	36" RCP	3	UT	\$ 2,000.00	\$ 6,000.00	\$ 3,200.00	\$ 9,600.00	\$ 2,500.00	\$ 7,500.00	\$ 3,800.00	\$ 11,400.00
23	36" RC Headwall	95	LF	\$ 750.00	\$ 71,250.00	\$ 240.00	\$ 22,800.00	\$ 340.00	\$ 32,300.00	\$ 470.00	\$ 44,650.00
		2	UT	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,700.00	\$ 11,400.00
<b>SUBTOTAL</b>					\$ 225,905.00	\$ 179,895.00	\$ 176,670.00	\$ 208,364.00			

**ALTERNATE #2**

**REGENT COURT (PARKING IMPROVEMENTS)**

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2	Milling, 0" - 3"										
3	Roadway Excavation, Unclassified (0" - 11")	700	SY	\$ 2.50	\$ 1,750.00	\$ 4.00	\$ 2,800.00	\$ 6.00	\$ 4,200.00	\$ 8.00	\$ 5,600.00
4	Hot Mix Asphalt Surface Course, Mx I-5, 2" Thick	40	CY	\$ 22.00	\$ 880.00	\$ 30.00	\$ 1,200.00	\$ 30.00	\$ 1,200.00	\$ 55.00	\$ 2,200.00
5	Hot Mix Asphalt Base Course, Mx I-2, 5" Thick	700	SY	\$ 7.00	\$ 4,900.00	\$ 8.00	\$ 5,600.00	\$ 6.00	\$ 4,200.00	\$ 12.00	\$ 8,400.00
6	Dense Graded Aggregate, Variable Thickness	105	SY	\$ 15.00	\$ 1,575.00	\$ 30.00	\$ 3,150.00	\$ 15.00	\$ 1,575.00	\$ 30.00	\$ 3,150.00
14	Long Life Epoxy Traffic Stripes, 4" Wide	18	CY	\$ 22.00	\$ 396.00	\$ 60.00	\$ 1,080.00	\$ 30.00	\$ 540.00	\$ 70.00	\$ 1,260.00
15	Parking Space Numbers or Letters	800	LF	\$ 0.50	\$ 400.00	\$ 0.80	\$ 640.00	\$ 1.00	\$ 800.00	\$ 1.50	\$ 1,200.00
		40	UT	\$ 15.00	\$ 600.00	\$ 11.00	\$ 440.00	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00
<b>SUBTOTAL</b>					\$ 10,501.00	\$ 14,910.00	\$ 13,315.00	\$ 22,610.00			

2002-19-31 Enc 2 Bid Tab - V.30.xls (3)

JUN-10-03 02:04P LORD WORRELL & RICHTER

**RESOLUTION NO. 2003 - 85**

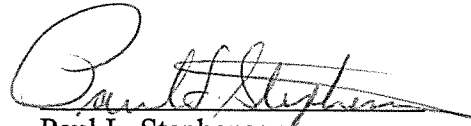
**A RESOLUTION EXTENDING A PROFESSIONAL  
SERVICE CONTRACT TO REMINGTON & VERNICK  
FOR REDEVELOPMENT STUDY**

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

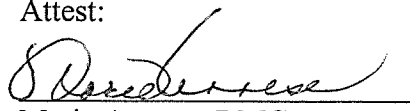
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of June, 2003, as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an extension to the agreement with Remington & Vernick which was approved by Resolution No. 2003 – 35 for a Single Parcel Redevelopment Study to broaden that study – from Pennypacker Drive to the Delran Township boundary.
2. The duration of the contract continues through December 31, 2003.
3. The amount of the contract is not to exceed \$2,600.00 along with the original \$2,600.00 approved by Res. 2003-35 for a total of \$5,200.00
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: 06/20/03  
Resolution Number: 2003-85

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

Contract: 03-00005 REMINGTON REDEVELOPMENT

Account Number	Amount	Department
C-04-55-901-004-930	5,200.00	2001 GENERAL CAPITAL FUND
Total	5,200.00	

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

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

**WILLINGBORO TOWNSHIP**

Nº 015290

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Remington & Vernick Engineers, Inc.

Pay To .....

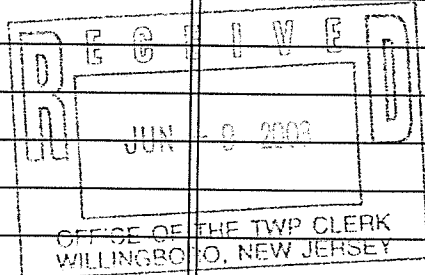
232 Kings Highway East

ADDRESS .....

Haddonfield, NJ 08033

CITY .....

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
06/10/03	JOB# 0338T011		
	Route 130 Redevelopment Study- Pennypacker Drive to boundary with Delran Township.		
			\$3,113.34
	Period from 04/16/03 to 05/15/03.		
	Please see attached computer printout. Informational copy sent to applicant.		



*Handwritten notes:*  
 Marie Do the resolution for this project?  
 [Signature]

**VENDOR'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 have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within 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 five (5) employees [ ] less than five (5) employees

(Check either but not both)

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

*[Signature]*  
 Signature  
 Controller  
 Title

**DEPARTMENT HEAD CERTIFICATION**

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

*[Signature]*  
 Signature  
 Deputy Dep. Mgr.  
 Title

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED  
*[Signature]*  
 Approved for Payment  
*[Signature]*  
 Township Manager

DATE PAID .....

CHECK No. ....





# TOWNSHIP OF WILLINGBORO

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

May 5, 2003

George Stevenson, Planner  
Remington and Vernick  
232 Kings Highway East  
Haddonfield, New Jersey 08033

Dear Mr. Stevenson:

I am writing to you to confirm our conversation concerning the Route 130  
Redevelopment Zone.

As you know the Township Council recently authorized a professional services  
agreement with Remington and Vernick to review and recommend, if warranted, the  
establishment of a five-acre Redevelopment Zone on Route 130. Upon further discussion  
the Township Council would like to revise the agreement. Council believes that it is in  
the best interest of the Township to extend the existing Redevelopment Zone.

The existing Redevelopment Zone extends from Van Sciver Parkway to Pennypacker  
Drive. It is the opinion of the Council that the conditions in the existing zone are  
apparent for the entire Route 130 frontage located within the Township of Willingboro.  
Therefore Council requests that the agreement be revised and that Remington and  
Vernick review and recommend that the Redevelopment Zone be extended from  
Pennypacker Drive to the Rancocas Creek. Council would like to be able to act on your  
recommendation to the Planning Board for the extension of the Redevelopment Zone in  
late June.

Please call me if you have any questions regarding this matter.

Sincerely,

Denise Rose  
Township Manager

RESOLUTION NO. 2003 - 35

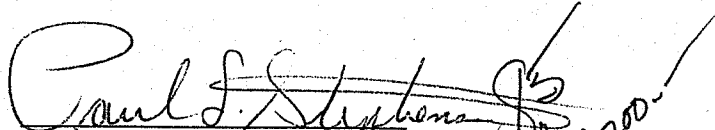
**A RESOLUTION AWARDING A PROFESSIONAL SERVICES TO REMINGTON & VERNICK FOR SINGLE PARCEL REDEVELOPMENT STUDY**

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

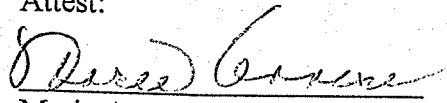
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

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

*Never Aired  
see Res 2003  
this amt N/E*

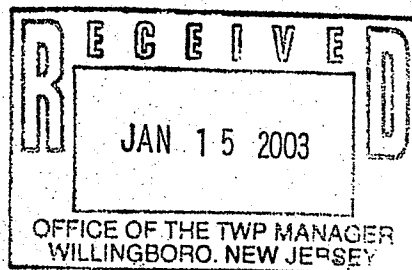
Remington & Vernick Engineers  
Remington, Vernick & Vena Engineers  
Remington, Vernick & Beach Engineers  
Remington, Vernick & Walberg Engineers

*signature*  
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 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

*signature*  
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

**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 08250  
(609) 522-5150  
(609) 522-5313 (fax)

9550 Highland Street  
2<sup>nd</sup> Level  
Mauricetown, NJ 08329  
(609) 785-7000  
(609) 785-3125 (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

Established in 1901

RESOLUTION NO. 2003 - 86

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

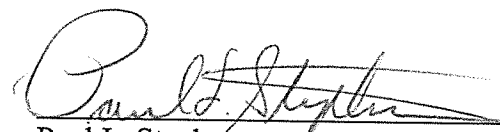
WHEREAS, previous Change Orders have been submitted and approved (Resolution No. 2002, 144 and 159 and Resolution No. 2003, 28) which increased the total contract from \$463,801.50 to \$476,561.00; and

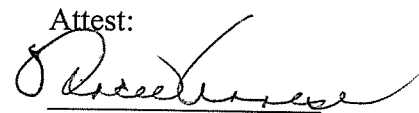
WHEREAS, the Engineer has submitted paperwork for Payment Certification No. 6 and **Change Order No. 3 for Phase II (an increase of Supplemental Charges + \$3,925.00)** which increases the total contract from \$476,561.00 to \$480,486.00; and

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 24<sup>th</sup> day of June, 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.

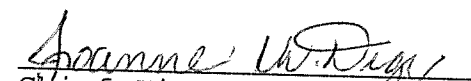
Resolution Date: 06/24/03  
Resolution Number: 2003-86

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	3,925.00	2002 GENERAL CAPITAL
Total	3,925.00	

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

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



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

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

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE, PP

June 16, 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. 6 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

***Three Thousand Eight Hundred and Forty-Six Dollars and 50/100-- (\$3,846.50)***

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:db

Enclosures

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

2000-39-34\MISC\PAYCERT-6-U16.DOC (03)

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. 6 & CHANGE ORDER NO. 3		
	Total Amount Earned: \$ 385,986.22		
	Less Amount Previously Paid: \$ 374,420.00		
	Less 2% Retainage: \$ 7,719.72		
	Amount Due: \$ 3,846.50		
	LWR File No. 2000-39-34		\$ 3,846.50

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

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

(Check either but not both)

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

*Frank Aquilante*  
\_\_\_\_\_  
Signature  
*Superintendent*  
\_\_\_\_\_  
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. Sweeney*  
\_\_\_\_\_  
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. _____

CHANGE ORDER NO. 3

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

Date June 16, 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
S7	Parallel Crosswalks	8 UT	\$ 190.00	\$1,520.00
S8	Main Crosswalks	2 UT	\$ 750.00	\$1,500.00
S9	Cross Hatched Area Striping	1 UT	\$ 65.00	\$ 65.00
S10	Standard Parking Stalls	6 UT	\$ 25.00	\$ 150.00
S11	Handicap Parking Stalls and Logo	2 UT	\$ 125.00	\$ 250.00
S12	Sign W 11-2 (30" x 30")	2 UT	\$ 220.00	\$ 440.00
<b>Total:</b>				<b>\$3,925.00</b>

Amount of Original Contract.....	<u>\$412,835.00</u>	<u>Carl A. Turner</u>	<u>6/16/03</u>
		Engineer	Date
Adjusted amount of Contract due to previous Change Orders.....	<u>\$430,264.50</u>	<u>Willingboro Township</u>	
Supplemental.....	<u>\$ 3,925.00</u>	Municipality	
Extra.....	<u>-0-</u>	<u>Paul D. Stephenson</u>	<u></u>
		Mayor	Date
Reduction.....	<u>-0-</u>	<u>American Asphalt Company, Inc.</u>	
		Contractor	
Adjusted Amount of Contract.....	<u>\$ 434,189.50</u>	<u>Frank Aguilante</u>	<u>6-16-03</u>
		By: Signed	Date
Change in Contract.....	<u>5.17 %</u>		



Partial Payment No. 6

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

Through  
6/12/2003

Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
<b>Phase II - Salem Road Reconstruction</b>										
1	Maintenance & Protection of Traffic	1	LS	12,950.00	0.00	0.00	0.00	1.00	12,950.00	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	4,442.00	77,735.00	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	9.65	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	4.95	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	0.00	0.00	0.00
12	Gas Valve Adjustment	9	UT	75.00	0.00	0.00	0.00	1.00	75.00	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	50.00	82.80	4,140.00	4,140.00	82.80	0.00	4,140.00
S3	Epoxy Resin Directional Arrows	5	UT	180.00	5.00	900.00	900.00	5.00	0.00	900.00
S4	Traffic Signs (R1-1)	2	UT	198.00	2.00	396.00	396.00	2.00	0.00	396.00
S5	Traffic Signs (R3-2 and R3-4)	2	UT	150.00	2.00	300.00	300.00	2.00	0.00	300.00
S6	Traffic Sign (Truck entrance - right lane)	1	UT	180.00	1.00	180.00	180.00	1.00	0.00	180.00
S7	Parallel Crosswalks, 6" Striping	8	UT	190.00	8.00	1,520.00	1,520.00	8.00	0.00	1,520.00
S8	Main Crosswalks, 8" & 24" Striping	2	UT	750.00	2.00	1,500.00	1,500.00	2.00	0.00	1,500.00
S9	Cross-Hatched Area, 4" & Striping	1	UT	65.00	1.00	65.00	65.00	1.00	0.00	65.00
S10	Standard Parking Stalls, 4" Striping	6	UT	25.00	6.00	150.00	150.00	6.00	0.00	150.00
S11	Handicap Parking Stalls, 4" Striping & Preformed Logo	2	UT	125.00	2.00	250.00	250.00	2.00	0.00	250.00
S12	Sign W 11-2 (30" x 30")	2	UT	220.00	2.00	440.00	440.00	2.00	0.00	440.00
<b>TOTALS&lt;</b>				412,835.00		432,468.00			366,353.22	19,633.00
						<b>Total Amount Earned</b>			<b>\$385,986.22</b>	
						<b>Less Amount Previously Pd</b>			<b>\$374,420.00</b>	
						<b>Less 2% Retainage</b>			<b>\$7,719.72</b>	
						<b>Amount Due</b>			<b>\$3,846.50</b>	

CO-2  
Phase II

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. 1 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 4<sup>th</sup> 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

RESOLUTION NO. 2002 - 159

CO - 1  
Phase II

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**; and

WHEREAS, the Engineer has submitted paperwork for Payment Certification No. 1 and **Change Order No. 1 for Phase II (Supplemental + \$9,792.00)** which increases the contract from \$412,835.00 to \$422,627.00 as per the attached documentation; 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 6<sup>th</sup> day of November, 2002, that the above change order be approved.

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

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

Attest:

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

CO # I  
Phase I

RESOLUTION NO. 2002 - 144

WHEREAS, Willingboro Township Council, by Resolution No. 2002 - 120 awarded a bid to American Asphalt, Inc. for Reconstruction of Salem Road, Section 1, Section 11, Section 111 and the **Willingboro Public Facility** (contract amount \$50,996.00); and

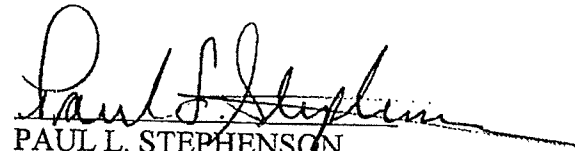
WHEREAS, the Engineer has submitted a Change Order which concludes this contract and this Change Order indicates all adjustments and reductions to the contract in accordance with the Engineer's letter dated September 17, 2002 and the spreadsheet; and

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of September, 2002, as follows:

- (1) Change Order No. 1 adjusts the contract – Supplemental – increase of \$3,480.00.
- (2) Change Order No. 1 adjusts the contract – Reduction – decrease of \$8,150.00.
- (3) Change Order No. 1 represents a total reduction of 9.16% of contract.

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

RESOLUTION NO. 2003 - 87  
A RESOLUTION PROVIDING FOR A MEETING NOT  
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
MEETINGS ACT, N.J.S.A. 10:4-12.

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

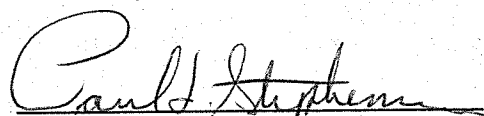
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

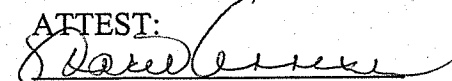
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7/1, 2003, that an Executive Session closed to the public shall be held on 7/1, 2003, at 7:20 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Paul L. Stephenson, Mayor

ATTEST:

  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2003 – 88

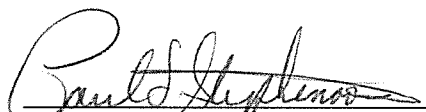
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments, 100% exempt.


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 1<sup>st</sup> day of July, 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

FIRST AMERICAN TAX SERVICE ATTN: ZACHARY DOMRESE 3445 WINTON PLACE SUITE 219 ROCHESTOR, NY 14692 BLOCK 1300 LOT 12 29 SANDAL LANE OVERPAYMENT TAXES	\$440.06
IVY CUMMINGS 139 MAIN ST. ORANGE, N.J. 07050 BLOCK 611 LOT 27 77 HAMPSHIRE LANE OVERPAYMENT TAXES	772.40
KETTERER, BENJAMIN & EULA 65 GENESSEE LANE BLOCK 720 LOT 35 65 GENESSEE LANE 100% EXEMPT	301.27
JETHRO CURTIS 211 CLUB HOUSE DRIVE BLOCK 421 LOT 10 211 CLUB HOUSE DRIVE OVERPAYMENT TAXES	1641.92
FIRST AMERICAN REAL ESTATE TAX SERVICE 3445 WINTON PLACE SUITE 219 ATTN: ZACH ROCHESTOR, NY 14692 BLOCK 809 LOT 11 37 ELRIDGE LANE OVERPAYMENT TAXES	736.37
MARVIN D. CARPENTER 5 PEPPERMINT LANE BLOCK 303 LOT 38 5 PEPPERMINT LANE 100% EXEMPT	212.40
TRANSAMERICA REAL ESTATE TAX SERVICE ATTN: RECOVERY DEPT. 3 <sup>RD</sup> FLOOR 1201 ELM ST. SUITE 400 DALLAS, TEXAS 75270 BLOCK 603 LOT 21 17 HARPER LANE PAID IN ERROR	765.98

FIRST AMERICAN REAL ESTATE TAX SERVICE  
95 METHODIST HILL ROAD  
SUITE 100  
ROCHESTER, NEW YORK 14623  
BLOCK 125  
LOT 8  
134 SOMERSET DRIVE  
PAID IN ERROR

682.82