RESOLUTION NO. 2003 - 89

A RESOLUTION APPOINTING A TAX ASSESSOR FOR THE TOWNSHIP OF WILLINGBORO FOR A FOUR YEAR TERM.

WHEREAS, the term of the Tax Assessor of the Township of Willingboro expires on June 30, 2003; and

WHEREAS, it is necessary that the Township Council appoint a Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a four year term; and

WHEREAS, the Township Council has determined that the reappointment of William Tantum, C.T.A. is in the best interest of the Township of Willingboro,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 1st day of July, 2003, that:

- 1. William C. Tantum, C.T.A. be and hereby is appointed as Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2007, and to hold office as provided by law.
- 2. The hours for the Tax Assessor shall be on a part-time basis to average two and one-half days per week, with the specific hours to be fixed by the Tax Assessor with the approval of the Township Manager.
- 3. The salary for the Tax Assessor be and hereby is fixed as per Salary Ordinance.
- 4. William Tantum, C.T.A., as Tax Assessor for the Township of Willingboro and a representative from Zeller and Bryant for the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to William Tantum, C.T.A. to the Burlington County Board of Taxation 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 Township Clerk EXTRACT from the minutes of the regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Kennedy Center, in Willingboro, New Jersey on July 4, 2003 at 4:30 p.m.

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

ABSENT: Councilman Ayrer

Councilman Ramsey introduced and moved the adoption of the following resolution, and Councilwoman Johnson seconded the motion:

RESOLUTION NO. 2003 - 90

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$3,368,000 TAX ANTICIPATION NOTES OF 2003 OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than the majority of the full membership of the governing body) AS FOLLOWS:

Section 1. In anticipation of the collection of taxes during the current fiscal year, there are hereby authorized to be issued tax anticipation notes of the Township of Willingboro, in the County of Burlington (the "Township"), each to be known as "Tax Anticipation Note of 2003" in amounts not exceeding \$3,368,000. The proceeds of such notes shall be applied only to purposes provided for in the budget or for which taxes are levied for the current year.

Section 2. The following certificate has been prepared by the Township and is filed in the office of the Township Clerk:

CERTIFICATE WITH RESPECT TO TAX ANTICIPATION NOTES

I, Joanne Diggs, Chief Financial Officer of the Township of Willingboro, in the County of Burlington, New Jersey HEREBY CERTIFY as follows:

- 1. The gross borrowing power in respect to tax anticipation notes for the fiscal year of 2003 being 30 percent of the tax levy for all purposes of the fiscal year of 2002 plus 30 percent of the amount of miscellaneous revenues realized in cash during the fiscal year of 2002 is \$13,847,138.
- 2. The amount of notes outstanding in anticipation of the collection of taxes of the fiscal year of 2003, except such notes as will be renewed by or paid from the proceeds of the notes to be issued, is \$0.
- 3. The net borrowing power, being the excess of the first over the second of the two above amounts, is \$13,847,138.
- 4. This certificate is made with respect to not to exceed \$3,368,000 Tax Anticipation Notes of 2003 about to be authorized by the Council of the Township of Willingboro.

IN WITNESS WHEREOF, I have hereunto set my hand this the day of July, 2003.

Joanne Diggs, Chief Financial Officer

Section 3. The following matters in connection with the notes are hereby determined:

- (a) All notes issued hereunder shall mature at such times as may be determined by the chief financial officer, provided that no note shall mature later than 120 days following the end of the fiscal year.
- (b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer.
- (c) All notes shall be in the form prescribed by the Local Budget Law and otherwise as determined by the chief financial officer and such officer's signature upon the notes shall be conclusive as to such determination;
- (d) Notes issued hereunder may be renewed from time to time, provided, however, that no renewal note shall be issued later than the last day of the fiscal year.
- (e) All notes shall be executed by the Mayor and the chief financial officer and attested by the Township Clerk.
- Section 4. The chief financial officer is authorized and directed to determine all matters in connection with the notes not determined by this or by a subsequent resolution and such officer's signature upon the notes shall be conclusive as to such determination.
- Section 5. The chief financial officer is hereby authorized to sell the notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver them from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

Section 6. Any instrument issued pursuant to this resolution shall be a general obligation of the Township, and the full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations.

Section 7. The chief financial officer is authorized and is directed to report in writing to the Township Council at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, the description, the interest rate and the maturity of the notes sold, the price obtained and the name of the purchaser.

Section 8. The chief financial officer, in connection with other professionals of the Township acting under her direction, is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document for the Township, as it may be so updated from time to time, to be distributed in connection with the sale of obligations of the Township. The chief financial officer is hereby authorized to execute such disclosure document on behalf of the Township.

Section 9. (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and provided that an issue of notes authorized by this resolution is not exempt from the Rule and provided that an issue of notes is not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as an issue of notes of the Issuer remains outstanding (other than an issue of notes which has been wholly defeased), the Township shall provide in a timely manner to each nationally recognized municipal securities information repository ("National Repositories") or to the Municipal Securities Rulemaking Board, and to the appropriate State information depository, if any, ("State Depository," and together with

the National Repositories, the "Repositories") notice of the following events with respect to an issue of notes, 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 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.
- (b) The covenants and undertakings contained in this Section are made for the benefit of the holders or beneficial owners of the notes issued under this resolution.
- (c) 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 notes prior to their offering. Such officer is hereby authorized to enter into written contracts or undertaking to implement this resolution and is further authorized to amend such contracts or undertakings as needed to comply with the Rule or upon the advise of Bond Counsel.
- (d) In the event that the Township fails to comply with this resolution or the written contract or undertaking, the Township shall not be liable for monetary damages, remedy of the holders or beneficial owners of the notes being hereby specifically limited to specific performance of the covenants contained in this resolution or the written contract or undertaking.

This resolution shall take effect immediately. Section 10.

The foregoing resolution was adopted by the following vote:

Councilwoman Johnson, Councilman Ramsey, Deputy Mayor Campbell and Mayor Stephenson

AYES:

None NAYES:

Mayor

CERTIFICATE

I, Marie Annese, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on July 4, 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 willing the other day of July, 2003.

Marie Annese, Clerk

(SEAL)

			TRANSACTION I	REPORT		III 00 0000	P. 01
					***	JUL-08-2003	TUE 10:32 AM
DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M♯ D
JUL-08	3 10:29 AM	19736227333	2′ 49″	8	SEND	OK	045

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

TELEFAX COVER SHEET

TO:	Leuh SpudbANK	
COMPANY:	Me of	
DATE:	7/8/03	
TO FAX NO.	1-973-622-7333	,
FROM:	Marie Annese EXT. 6202 PAGES	8

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

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

TELEFAX COVER SHEET

To:	Lenh Spudbank
COMPANY:	Mego
DATE:	7/8/0:3
TO FAX NO.	1-973-622-7333
FROM:	MARIE ANNESE EXT. 6202 PAGES 8
SUBJECT:	Res 2003-90 TAY HOVICE PATION DIE
FOR YOUR	INFORMATION PLEASE RESPOND
THANK YO	. Hard copy To Follow



TOWNSHIP OF WILLINGBORO

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

July 11, 2003

Mr. Ronald J. Ianoale McManimon & Scotland One Riverfront Plaza – 4th Floor Newark, New Jersey 07102-5408

Dear Mr. Ianoale:

As per your instructions attached you will find the following documents. All have been signed and sealed as requested.

Attorney's Certificate

Certificate as to Signatures, Litigation, Delivery and Payment

In Witness - Mayor and CFO

Form 8038-G

Certificate of Determination and Award

Certificate of Qualification

Tax Anticipation Note

Also attached is a hard copy of Resolution No. 2003 - 90 authorizing the issuance of the Tax Anticipation Note.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma

Att.

McManimon & Scotland, L.L.C.

ATTORNEYS AT LAW

TELEPHONE (973) 622-1800

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

FAX (973) 622-7838 FAX (973) 622-3744

July 9, 2003

Joanne G. Diggs Chief Financial Officer Township of Willingboro 1 Salem Road Willingboro, NJ 08046

Re: \$3,368,000,000 Tax Anticipation Note of 2003

Dear Mrs. Diggs:

In accordance with your request, I have prepared and enclose herewith the following:

- 1. \$3,368,000 Tax Anticipation Note of 2003 dated July 15, 2003, maturing January 2, 2004, numbered 2003-2 and bearing interest at the rate of 1 1/2% per annum payable at maturity.
- 2. Certificate of Determination and Award.
- 3. Closing Certificates.

The closing is scheduled to be held via telephone conference on July 15, 2003 at 11:00 a.m.. Please arrange to be available by telephone at that time to confirm receipt of the wire. Please have the enclosed Note and closing documents executed and sealed as necessary and return them to me via Federal Express for delivery no later than July 14, 2003. I have enclosed a return Federal Express envelope for your convenience. I will then have the Note hand delivered to the Depository Trust Company on July 14, 2003. Please note that my tax attorney is in the process of preparing the Tax and Arbitrage Certificate. I will insert the information after you return the executed documents.

After the closing, I will distribute a set of executed closing documents to you for your records. If you have any questions regarding the above, please call me.

Very truly yours,

Ronald J. Ianoale

RJI/sg Enclosures

cc: Michael A. Armstrong, Esq. Stephen E. Ryan, CPA

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

iggs

Joanne G. Diggs
Chief Financial Officer
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Re: \$562,063 Bond Anticipation Note

April 9, 2003

Direct Dialy \$\frac{1}{2}\fra

Dear Joanne:

In accordance with your request, I have prepared and enclose herewith the following:

- 1. \$562,063 Bond Anticipation Note dated April 16, 2003, maturing January 6, 2004, numbered 2003-1, bearing interest at the rate of 1.14% per annum payable at maturity.
- 2. Certificate of Determination and Award.
- 3. Closing Certificates.
- 4. Form 8038-G.

The Note must be executed fully and sealed. Also, the Certificate of Determination and Award and the closing certificates should be executed and the seal affixed where appropriate.

Once signed and sealed, please return all closing certificates and the Note to our office using the enclosed Federal Express envelope. Please have the documents returned to our office by Monday, April 15, 2003.

The executed Certificate of Determination and Award should be submitted to the governing body at its next meeting following delivery of the Notes in order to meet the reporting requirements of the Local Bond Law.

MCMANIMON & SCOTLAND, L.L.C.

Joanne G. Diggs Chief Financial Officer Township of Willingboro April 9, 2003 Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

Ronald J. Ianoale

RJI/sg

cc: Michael A. Armstrong, Esq.

Stephen E. Ryan, C.P.A.

RESOLUTION TO AMEND BUDGET

2003 - 91

WHEREAS, the local municipal budget for the year 2003 was approved on the 11th day of March, 2003, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2003 be made:

Recorded Vote

<u>Aye</u>

Councilman Ayrer Councilwoman Johnson Councilman Ramsey Deputy Mayor Campbell Mayor Stephenson

Nay None

Abstained None

Absent None

e · · · · · · · · · · · · · · · · · · ·	<u>From</u>	<u>To</u>
CURRENT FUND - REVENUES 3. Miscellaneous Revenues - Section B: State Aid Without Offsetting	Appropriations	
Extraordinary Aid	-0-	\$325,000.00
Total Section B: State Aid Without Offsetting Appropriations	\$4,498,839.21	4,823,839.21
Summary of Revenues		
3. Miscellaneous Revenues:		
Total Section B: State Aid Without Offsetting Appropriations	4,498,839.21	4,823,839.21
Total Miscellaneous Revenues	7,048,277.00	7,373,277.00
5. Subtotal General Revenues	9,724,300.00	10,049,300.00
 Amount to be Raised by Taxes for Support of Municipal Budget: Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes 	15,659,000.00	15,424,400.00
7. Total General Revenues	25,383,300.00	25,473,700.00
CURRENT FUND - APPROPRIATIONS 8. General Appropriations (D) Municipal Debt ServiceExcluded from CAPS Interest on Notes	200,000.00	300,625.00
Total Municipal Debt ServiceExcluded from CAPS	3,468,373.76	3,568,998.76
(H-2) Total General Appropriations for Municipal Purposes Excluded from CAPS	5,236,320.74	5,336,945.74
(O) Total General AppropriationsExcluded from CAPS	5,236,320.74	5,336,945.74
(L) Subtotal General Appropriations {Items (H-1) and (O)}	23,579,000.00	23,679,625.00
(M) Reserve for Uncollected Taxes	1,804,300.00	1,794,075.00
9. Total General Appropriations	25,383,300.00	25,473,700.00
Summary of Appropriations		
(D) Municipal Debt Service	3,468,373.76	3,568,998.76
(M) Reserve for Uncollected Taxes	1,804,300.00	1,794,075.00
Total General Apprpriations	25,383,300.00	25,473,700.00

*

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

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of July 25, 2003. public hearing on said amendment to be held at the Municipal Complex, Salem Road on July 29, , 2003 at $\[2 \]$ PM.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the July 4, 2003

Certified by:

Township Clerk

July 4, 2003

Legal NO

RESOLUTION TO AMEND BUDGET 2003 – 91

WHEREAS, the local municipal budget for the year 2003 was approved on the 11th day of March, 2003, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2003 be made:

Recorded Vote

Aye:

Councilman Ayrer

Councilwoman Johnson Councilman Ramsey Deputy Mayor Campbell Mayor Stephenson

Nay:

None

Abstained: None Absent: None		
	<u>From</u>	<u>To</u>
CURRENT FUND - REVENUES		
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Ap	opropriations	
Extraordinary Aid	-0-	\$325,000.00
Total Section B: State Aid Without Offsetting Appropriations	\$4,498,839.21	4,823,839.21
Summary of Revenues		
3. Miscellaneous Revenues:		
Total Section B: State Aid Without Offsetting Appropriations	4,498,839.21	4,823,839.21
Total Miscellaneous Revenues	7,048,277.00	7,373,277.00
5. Subtotal General Revenues	9,724,300.00	10,049,300.00
6. Amount to be Raised by Taxes for Support of Municipal Budget: Local Tax for Municipal Purposes Including Reserve for		
Uncollected Taxes	15,659,000.00	15,424,400.00
7. Total General Revenues	25,383,300.00	25,473,700.00

CURRENT FUND - APPROPRIATIONS

8. General Appropriations		
(D) Municipal Debt ServiceExcluded from CAPS		
Interest on Notes	200,000.00	300,625.00
Total Municipal Debt ServiceExcluded from CAPS	3,468,3,73.76	3,568,998.76
(H-2) Total General Appropriations for Municipal Purposes Excluded from CAPS	5,236,320.74	5,336,945.74
(O) Total General Appropriations-Excluded from CAPS	5,236,320.74	5,336,945.74
(L) Subtotal General Appropriations {Items (H-1) and (O)}	23,579,000.00	23,679,625.00
(M) Reserve for Uncollected Taxes	1,804,300.00	1,794,075.00
9. Total General Appropriations	25,383,300.00	25,473,700.00
Summary of Appropriations		
(D) Municipal Debt Service	3,468,373.76	3,568,998.76
(M) Reserve for Uncollected Taxes	1,804,300.00	1,794,075.00
Total General Apprepriations	25,383,300.00	25,473,700.00

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

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of July 25, 2003. public hearing on said amendment to be held at the Municipal Complex, Salem Road on July 29, 2003 at 7 PM.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the July 4, 2003

Certified by:

Township Clerk

July 4, 2003

RESOLUTION NO. 2003 - 92

WHEREAS, by Resolution No. 5, 2003, Willingboro Township Council established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this .22...day of ...July..., 2003, that the list of meeting dates be amended as follows:

> TUESDAY, JULY 29, 2003 at 7:30 PM ADD

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

RESOLUTION NO. 2003 - 93

WHEREAS, Willingboro Township Council, by Resolution No. 2002 – 130, awarded a bid to Shore Connection Inc. in the amount of \$66,087.50 for the 2001 Underdrain Project; and

WHEREAS, the Engineer has submitted Change Order No. 1 which adjusts the contract (\$600.00) and reduces the contract (\$2,153.40) by -.024% for an Adjusted Amount of Contract \$64,534.10 in accordance with the engineer's letter dated July10, 2003; 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 22nd day of July, 2003, 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



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

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

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE, PP

July 10, 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:

2001 Underdrain Project

Willingboro Township

Final Payment

LWR File No. 2001-39-61

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Dear Ms. Rose:

This letter is to certify that Shore Connection, Inc., 304 Forge Road, Unit 10, West Creek, NJ 08092, has partially completed the above referenced contract. We are certifying that payment be made in the amount of

Seven Thousand Two Hundred Sixty Eight Dollars and 81/100-- (\$7,268.81)

This is in accordance with the enclosed Payment Certification and Change Order #1.

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

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE

Willingboro Township Engineer

CAT:db

Enclosures

cc: John Lally, Shore Connection, Inc.

John P. Augustino, LWR Director of Inspections

F:\2003USR\2001-39-61\MISC\PAYCERTFINAL-L10.DOC



			CHANGE ORDER NO.	1
Contractor	Shore Connection, Inc.	Date	July 9, 2003	
Address	304 Forge Road, Unit 10	Project No.	2001-39-61	
	West Creek, NJ 08092		2001 Underdrain Project	
			Willingboro Township	

Gentlemen:

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

Location and reason for changes, adjusts all quantities to final as-built total.

EXTRA

No.	Description		Quantity	Unit Price	Amount
1C	Restoration Under Roadway		30 LF	\$ 20.00	\$ 600.00
		<u>RE</u>	<u>DUCTION</u>		
1B 2	Restoration Under Grass Strip 6" R.C. Driveway Aprons		328 LF 17.1 SY	\$ 3.75 \$ 54.00	\$1,230.00 \$ 923.40
Amou	nt of Original Contract	\$66,087.50	Carl A Jun Enginee	r	7/14/03 Date
_	ed amount of Contract due to us Change Orders	0	WILLINGBORO 1		
Supple	mental	0	Municipal	lity /	
Extra	······	\$ 600.00	Mayor	stythe	7/2 2/ 3 Date
Reduct	ion	\$ 2,153.40	SHORE CONNEC		
Adjust	ed Amount of Contract	\$64,534.10	By: Signed	fally	7/11/03 Date
Change	e in Contract	024%	-		•

to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY COUNTY OF BURLINGTON

Shore Connection, Inc.

Pay To:

	Address:	304 Forge Road, Unit	10, W	est Creek,	NJ 08092	2	
	Ordered I	oy:	_ Terr	ns:			
DATE OF DELIVERY OR SERVICE	DESCRIPT	ON OF GOODS OR SERVICE RENDER	ED, ITEMIZI	E FULLY	AM	MOUNT	TOTAL
	For the compl	etion of work performe	ed at th	ne			West Market Street, St
	2001 Underdr	ain Project, Willingbord	Towr	nship			
	FINAL PAYME	NT					
		Total Amount Earned	\$	64,534	.10		
	Less A	mount Previously Paid	\$	57,265	.29		
		Less 0% Retainage:	\$		0		
		Amount Due:	\$	7,268.	.81		
	0000						
						•	
	LWR File No. 2001-39-61			61		\$ 7,268.81	
	n; that no bonus has be	CLAIMANT'S CERTIFICATION of Law that the within bill is corr en given or received by any persetly due and owing; and that the	ect in all it	s particulars;	that the article	es having bee this claimant i	n furnished or service in connection with the
	as an employer with D	() more than 5 employees				ı	\circ
	eck either but not both)				Joh	Co Xa	lly
I am an Equal Oppor Action Program with the	tunity Employer and ha e Treasurer's Office of t	ve filed with required Affirmative he State of New Jersey.		(Se	Signature	
				-		Title	
I, having knowledge been received or the serv delivery slips or other rea	rices rendered; said cer	t the material and supplies have dification being based on signed	Sigr	Title	Carl A Willingbor	Tun ro Townshi	7/13/0_ ip Engineer
ACCOUNT	CHARGED	INVOICES CHECKE VERIFIED	D AND		The above c	laim was appr	oved and ordered
		Approved for Pay	ment		(Date) Date Paid		Clerk
		Township Mana	ger		Check No	Vo	ucher No.
				<u>l</u>			

SPLMNTL 0.00 0.00 0.00 0.00 Amount Earned 6,457.50 9,876.60 1,600.00 1,500.00 45,100.00 CONTRACT Amount Earned 2,050.00 LF 1,722.00 LF 80.00 LF 25.00 SY 182.90 SY Units Built Through 6/30/03 SPLMNTL 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Contract 0.00 0.00 0.00 Adjusted Amount +/- Quantit Amount Bid Thru CO #1 0.00 Approved 0.00 0.00 0.00 0.00 \$45,100.00 \$10,800.00 \$1,000.00 \$7,687.50 \$1,500.00 Original 66,087.50 ayment \$22.00 \$3.75 \$20.00 \$54.00 \$60.00

	64,534.10 0.00	\$64,534.10	\$57,265.29	80.00	\$7,268.81
66,087.50	Total Amount Earned	Pd		Amount Due	

P 3 # 94 4 # 91 12/03

RESOLUTION NO. 2003 - 95

WHEREAS, an applicant before the Planning Board has received approval to develop certain property known and identified as Block 737, Lot 36, and said project requires the construction of a certain underground storm water storage facility to properly contain and direct surface water run-off; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 22^{nd} day of July, 2003, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the attached agreement with Therapeutic Learning Center t/a Garfield Park Academy, 24 Glenolden Lane, Willingboro; and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to Therapeutic Learning Center and the Willingboro Township Planning Board for their information and attention.

Paul L. Stephenson

Mayor

Attest:

Marie Annese RMC

Township Clerk

RETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 22nd day of _______, 2003 by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic of the State of New Jersey, with offices at the Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 (the "Township") and THERAPEUTIC LEARNING CENTER t/a GARFIELD PARK ACADEMY, of 24 Glenolden Lane, Willingboro, New Jersey 08046. (the "Owner).

RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Page 59, Block 737, Lot 36 on the Willingboro Township Tax Maps (the "Project").
 - B. Said approval was duly memorialized on July 14, 2003 by the adoption of Resolution No. 10, 2003
- C. Said Project requires the construction of a certain underground storm water storage facility to properly contain and direct surface water run-off.
- D. Owner is responsible for the proper maintenance, cleaning and repair of said storm water detention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.
- F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

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

- 1. All recitals set forth above are hereby incorporated by reference herein as if set forth herein at length.
- 2. Owner shall construct the storm water storage, detention and conveyancing facilities as designated and described, to wit:
- (1) All plans with revisions thereof and amendments and supplements thereto, which have been submitted by the Applicant prepared by I. Wayne Lippincott, P.E. of Lippincott Engineering

Associates, Inc., t/a Lippincott & Jacobs, P. O. Box 354, One Pavilion Avenue, Riverside, New Jersey 08075:

Drawing No.		Date of Last Revision
1 of 7	Cover Sheet	5/23/03
2 of 7	Overall Site Plan	
	(Prepared by Robert R. Stout, PLS	5/23/03
3 of 7	Existing Features and Demolition Plan	5/23/03
4 of 7	Site, Landscape and Lighting Plan	5/23/03
5 of 7	Grading, Utility & Soil Erosion and	
	Sediment Control Plan	5/23/03
6 of 7	Soil Erosion and Sediment Control	
	Notes & Details	5/23/03
7 of 7	Construction Details	5/23/03

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

facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Owner or its successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Owner or its successors and assigns. Owner or its successors or assigns in title at the time the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Owner or its successors and assigns, as the case may be. The Township shall be entitled to file a lien against the property should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

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

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

WITNESS OR ATTEST:	THERAPEUTIC LEARNING CENTER t/a GARFIELD PARK ACADEMY
(SEAL)	By:
·	TOWNSHIP: TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO

Clerk

(SEAL)

:SS

COUNTY OF BURLINGTON)

I CERTIFY that on July 23, 2003, Marie House personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) He/She is the Township Clerk of the Township of Willingboro, the corporation named in this Agreement;
- (b) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is Laul L. Stephenson, the Mayor of Willingboro Township.
- (c) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;
 - (d) He/She knows the proper seal of the Township which was affixed to this Agreement;
 - (e) He/She signed this proof to attest to the truth of these facts.

, Clerk

Sworn and subscribed before me on this 23.4 day of

MHO M. Buldwer

MOTARY PUBLIC OF NEW JEASEY Commission Expires 4/14/2004

STATE OF)			
COUNTY OF)	:SS		
I	CERT	ΓΙFΥ that on		, 2003,	personally came
before me and a	cknov	vledged under o	oath, to my satis	sfaction, that:	
in this documen	a) t;	this person is	the	of	, the entity named
() authorized indiv	b) ⁄idual	this person is who is	the attesting wi	tness to the signing of , the	this document by the properly of the entity.
authorized by a	c) prope			nd delivered by the en	ntity as its voluntary act duly
(d) .	this person know	ows the proper	seal of the entity which	was affixed to this document;
(e)	this person sig	ned this proof t	o attest to the truth of t	hese facts.
			·		
Sworn and subse					
me on this		ay of , 2003.			
		÷			

RESOLUTION NO. 2003 – 96

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE THE AGREEMENT BETWEEN DELTA "T" AND THE TOWNSHIP OF WILLINGBORO.

WHEREAS, DELTA "T" has submitted a proposal for HVAC mechanical and maintenance for the Willingboro Library; and

WHEREAS, DELTA "T" was the company that did the HVAC mechanical and plumbing for the new library when it was being built; and

WHEREAS, it is the recommendation of the Clerk of the Works that the Township accept the proposal submitted for semi-annual maintenance for an amount not to exceed \$9,397.50 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 22nd day of July, 2003, that the Mayor is hereby authorized to sign the attached Heating / Cooling DELTA "T" 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

∦ ∦⊬∷				TRANSACTION 1			********	P. 01	
*						-	AUG-21-2003 TH	U 10:30	AM
* *	DATE	START	RECE I VER	TX TIME	PAGES	TYPE	NOTE	M#	DP
* *	AUG-21	10:28 AM	PW RECREATION	1′ 26″	6	SEND	OK	438	
* *					TOTAI		1M 26S PAGES: 6		

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

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

TELEFAX COVER SHEET

то:	MR. HARRY Mc FARLAND
COMPANY:	
DATE:	1/31/03
TO FAX NO.	Auro
FROM:	MARIE AUNESE EXT. 6362 PAGES

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

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

TELEFAX COVER SHEET

то:	MR. HARRY ME FARLAND
COMPANY:	
DATE:	1/31/03
TO FAX NO.	Auro
FROM: SUBJECT:	MARIE HUNESE EXT. 6302 PAGES
FOR YOUR I	NFORMATION PLEASE RESPOND

THANK YOU.







License # 8188

August 20, 2003

Willingboro Library 1 Salem Road Municipality Complex Willingboro, N. J. 08046

Attention: Marie Annese

Dear Ms. Annese,

Please find attached the fully executed service contract for The Willingboro Library, along with our billing. As you will see, the contract is in effect for one year, beginning September 1, 2003.

Please feel free to call our office with any questions or concerns that you may have.

As always thank you for allowing us to be a part of your plans.

Sincerely.

Lois Goldenberg

Delta "T" Inc.

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DELTA "T"

HVAC Mechanical Maintenance

Delta "T" (856) 939-3700 700 Irish Hill Road PO Box 319, Runnemede, NJ 08078-0319 Runnemede, NJ 08078-0319

REMIT TO: PO BOX 319, RUNNEMEDE, NJ 08078

DELTA AT@ T/A

F.J. DAVI

Mechanical Contracting & Engineering License #8188

F.J. Davi (856) 939-2700 Fax (856) 939-1332

* AIR CONDITIONING * REFRIGERATION

*PLUMBING *HEATING

DATE: August 20, 2003

TERMS: Upon Receipt

TO: Willingboro Library
1 Salem Road

Municipality Complex Willingboro, N. J. 08046 Attention: Marie Annese

YOUR ORDER NO.	OUR JOB NAME & NO.	Service Contract	
DESCRIPTION			AMOUNT
Service Contract for the Year beginning 9/1/03 ar	nd ending 8/31/04.		
Contract Amount		\$9,397.50	
DEGELVE			
AUG 2 1 2003			
OFFICE OF THE TWP CLERK			
OFFICE OF THE TWP CLERK WILLINGBORO, NEW JERSEY			
	PAY	THIS AMOUNT	\$9,397.50

HEATING

COOLING

DELTA "T"

(The Temperature Difference)

PLANNED SERVICE PROPOSAL

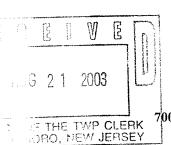
PREPARED FOR:

Willingboro Library
1 Salem Road
Municipality Complex
Willingboro, N. J. 08046

Attn: Mr. Matt Taylor

700 Irish Hill Road, PO Box 319, Runnemede, NJ 08078 Phone (856) 939-3700 Fax (856) 939-1332

Email: Deltadavi@aol.com



We propose to furnish DELTA "T" PLANNED SERVICE, on the equipment specified below, located at Willingboro Library, Willingboro, N. J. 08046

EQUIPMENT:

Manufacturer

Model Number

Serial Number

See Attached

WE PROPOSE TO:

Furnish all labor necessary to inspect only the subject equipment. Filters shall be included.

Regularly inspect the equipment at least **Two** times a year, Spring, Fall. and on each inspection perform all services per attached inspection checklist.

Furnish you with a completed copy of the Service Engineer's Report from each inspection indicating necessary repairs and/or maintenance as needed.

Issue a Company phone call and/or letter with a quoted price for approval of all work.

Give Delta "T" Inspection Only Agreement holders preferential service over other types of service activity normally undertaken by us.

YOU AGREE TO:

Operate the subject equipment per our instructions. Promptly notify us of any unusual operating conditions of the subject equipment. Permit our personnel the use of your common building maintenance tools, such as ladders, etc. Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

Cabinets and Ductwork. Water supply and drain beyond the subject equipment proper. Electrical service beyond the subject equipment disconnect switch. Moving or relocating the subject equipment. Repair due to unexpected freezing. Work made necessary by the enforcement of government codes, building and union regulations. Lift equipment or crane equipment/operator.

GENERAL:

This agreement shall not include service calls made during normal working hours, between 8:00 am and 4:30 pm Monday through Friday.

HOURLY RATES:

Monday through Friday 8:00 am - 4:30 pm \$83.40 Emergency Service, Weekday Evenings \$125,10 including Saturdays Sunday & Holidays, \$187.65

We shall furnish DELTA "T" PLANNED SERVICE for a total of **ONE** year. This contract is subject to price revision and/or cancellation on any anniversary date by written notice by either you or us at least 60 days prior to such anniversary date.

During the fulfillment of this agreement, we shall take all reasonable precautions to avoid injury to persons and damage to property. We shall not be liable for any damages caused by obsolescence or acts of God or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the life of this agreement, except for consequential damages for personal injuries caused by maintenance and service of equipment which is used exclusively for for personal household use. We shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein.

It is understood that this proposal sets forth our entire agreement. This proposal will become a contract solely between us if accepted by you and approved in writing by our authorized representative, and any rights which you have, will be only against you. There are no other parties to this agreement.

TERMS:

DELTA "T" PLANNED SERVICE will be furnished by us for the sum of \$9,397.50 for a total Contract Amount of \$9,397.50. Payment Terms to be addressed

Company Millerators Township

By: Blie Completts

Title Seo. Decits Date: 8/16/5

OUR APPROVAL

Delta "T" Inc.

Samuel Perez, Vice

Date: 8/20/0



TOWNSHIP OF WILLINGBORO

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

August 18, 2003

Ms. Marianne Mihalick Delta "T" 700 Irish Hill Rd. P. O. Box 319 Runnemede, N. J. 08078

Dear Ms. Mihalick:

Attached please find two copies of the Delta "T" Heating and Cooling – Planned Service Proposal. Deputy Mayor Campbell signed both copies and they are being sent to you for completion. It would be appreciated if you would have the proper person at Delta "T" sign both copies and return a fully executed copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma Att.

cc: Matt Taylor, Remington & Vernick Harry W. McFarland, Rec./PW



DIRECTOR OF OPERATIONS

CORPORATE SECRETARY
Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES

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.

April 11, 2003

Ms. Denise Rose, Township Manager Willingboro Township One Salem Road Willingboro, NJ 08046 APR 14 2003

OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

John J. Cantwell, P.E., P.P., C.M.E.

Re: Library at Town Center
HVAC System Maintenance Agreement

Dear Ms. Rose:

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.

Alan Dittenhofer, 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

Please find enclosed a mechanical and maintenance proposal from Delta T, the HVAC contractor that installed the system. Due to the complexity of the system's components and the need for a certified technician for the absorber, our office recommends that the Township purchase a maintenance agreement from the installer who is most familiar with the system.

Delta T initially proposed a quarterly schedule for approximately \$20,000, which was thorough, but expensive. We recommended that they revise to a semi-annual schedule where the required inspections and maintenance can coincide with heating start-up in November and cooling start-up in April. Delta T has since submitted the enclosed semi-annual proposal for \$9,397.50. Our office has reviewed the proposal and find the conditions reasonable and just and therefore recommend approval. We also recommend maintaining emergency service capability at the proposed 125.10/hr. rate for any required intermediate emergency visits.

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

Sincerely yours,

REMINGTON & VERNICK ENGINEERS, INC.

mustber Taylor

Matthew L. Taylor, MCP Project Manager

Enclosure (s)

cc: Sam Perez, Delta T, Bob Stang, Renewal Economic Advisors, Joseph O'Neill, Sweetwater Construction, John Seitz, Croxton Collaborative,

REMINGTON & VER	NICK ENGINEERS
95 GROVE STREET	
HADDONFIELD, NI	08033

Date: 8/4/03

OFFICE OF THE TWP MANAGER
WILLINGBORO. NEW JERSEY

Job No. 0338A001

To: Denise Rose, Township Manager

Township Of Willingboro

One Salem Rd. - Municipal Complex

Willingboro, NJ 08046

We are sending you the following items:

() Shop Drawings	() Change Order	() Specifications
() Copy Of Letter	() Prints	() Samples
() Plans	() Submittals	(X) Other

Maintenance Contract	8/4	Delta T HVAC System	 	**************************************	tyber age in month, i.e.	** *
			•			:
					•	,

REMARKS:

Please have Mayor execute contract and forward to Delta T. Agreement already approved by Resolution No. 2003-96 dated July 22, 2003.

REMINGTON & VERNICK ENGINEERS

BY:

Matthew L. Taylor, Project Manager



DELTA "T" T/A

License # 8188

January 17, 2003

Willingboro Township
1 Salem Road
Municipality Complex
Willingboro, N. J. 08046

Attention: Matt Taylor

RE: Willingboro Library Maintenance Agreement - Revised 4/8/03

Dear Mr. Taylor,

We would appreciate your giving us the opportunity to discuss with you our HVAC, mechanical and maintenance proposal for the Willingboro Library. Our company did the HVAC mechanical and plumbing for the new library when it was being built. We are therefore fully prepared to handle your maintenance needs.

Please find attached our proposal. Please feel free to contact us with any questions or concerns you might have.

As always thanks for the opportunity to serve you.

Sam Perez

Delta "T" Inc.

DELTA "T"

HVAC Mechanical Maintenance

DELTA "T" T/A

F.J. DAVI

Mechanical Contracting & Engineering License #8188

*AIR CONDITIONING

Delta "T" (856) 939-3700 *REFRIGERATION 700 Irish Hill Road, PO Box 319 Runnemede, NJ 08078-0319

F.J. Davi (856) 939-2700

FAX: (856) 939-1332

*PLUMBING *HEATING

REMIT TO: PO BOX 319, RUNNEMEDE, NJ 08078

Willingboro Township Willingboro, N. J. January 14, 2003

Quoting HVAC: Mechanical Inspections & Maintenance for Willingboro Library

Delta "T" will:

- 1. Inspect and perform maintenance as per inspection forms for the following equipment:
 - A. Three air handlers Location Basement
 - B. Six Pumps Location Basement
 - C. Cooling Tower Location Roof
 - D. Twenty-six fan powered boxes -1^{st} Floor
 - E. Fifteen reheat coils -1^{st} floor
 - F. Exhaust fans Roof
 - G. Water treatment for: cooling tower, heating & chilled water loops.
 - H. ATC; settings and functions
 - I. "Added to inspection sheet" High pressure clean air handler coils and condensation pans, each spring, and re-clean the condensate pans at fall inspections.
- 2. The above is part of two (2) inspections Spring, and Fall.

3. The Absorber

- Perform a summer/winter changeover (April, November)
- "Punch" absorber tubes (once per year/April)
- Perform cooling startup and Inspection(April)
- Perform heating startup and inspection(November)
- Perform cooling inspection (July)
- Perform heating inspection (January)
- Sample Lithium Solution once per year

INSPECTION TASK LIST FOR ABSORBER

Task #26A Direct Fired Absorber Annual

- Check flame scanner & relay for abrasion and contamination
- Perform test of high and low gas pressure switches
- Perform test of burner air flow switch
- Test pilot gas solenoid valve for leakage and abrasion
- Test gas pressure regulator & pilot gas pressure for abrasion
- Inspect ignition plug for abrasion
- Check connectors and control panels and main devices
- Check sequence of operation
- Check purge operation
- Check belt tension and replace if necessary
- Inspect gas and oil piping
- Inspect main and pilot burners for cleanliness
- Perform analysis of combustion gas of burner
- Inspect flue damper
- Check timing controls
- Inspect fan bearing for vibration, etc.
- Inspect air suction and exhaust devices
- Perform test of safety and control devices

Refrigerant temp drop cutout switch

Chilled water suspension cutout switch

1st stage generator solution level switch

Absorber solution level down cutout switch

1st stage generator pressure & temp. cutout switch

Purge pressure switch

Automatic temperature control

Chilled water and hot water temperature switch

Visually inspect safety relief valve

INSPECTION TASK LIST FOR ABSORBER

TASK #26S DIRECT FIRED ABSORBER SEMI-ANNUAL

- Check flame scanner & relay for abrasion and contamination
- Perform test of high and low gas pressure switches
- Perform test of burner air flow switch
- Test pilot gas solenoid valve for leakage and abrasion
- Test gas pressure regulator & pilot gas pressure for abrasion
- Inspect ignition plug for abrasion
- Check connections and control panels and main devices
- Check sequence of operation
- Check purge operation
- Inspect gas and oil piping
- Inspect main and pilot burners for cleanliness
- Perform analysis of combustion gas of burner
- Inspect flue damper
- Check timing controls

(65 94 4 # 97 Jel d 7/22/03

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RESOLUTION NO. 2003 - 40 A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on ally all, 2003, that an Executive Session closed to the public shall be held on July 22,2003, at 7:35 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2003 - 99

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF A SITE ACCESS AGREEMENT IN REFERENCE TO BLOCK 7, LOT 1

WHEREAS, the Township of Willingboro owns a tract of land known and numbered as Block 7, Lot 1 located at Sylvan Lane, in the Township of Willingboro; and

WHEREAS, it has been discovered that a release of home heating oil from an underground storage tank previously located at an adjacent property, 16 Sylvan Lane, has occurred; and

WHEREAS, preliminary soil and groundwater studies have indicated that subsurface contamination may exist on the Township's premises; and

WHEREAS, investigation and proposed remediation has been instituted on behalf of Thomas and Diana Messina, the previous owners of 16 Sylvan Lane, Willingboro, New Jersey, by their homeowner's insurance carrier, Ohio Casualty Group; and

WHEREAS, access to the Township's premises is required in order to conduct further investigation and/or remediation of any contamination that may exist on the Township's property.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 22nd day of July, 2003, that the Township hereby grants reasonable access to Block 7, Lot 1, to Thomas and Diana Messina, their agents, contractors, servants, employees, agents or assigns to investigate and/or remediate any contamination that may exist on the Township's property.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute the attached Site Access Agreement.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to all parties concerned for their information and attention.

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC

Township Clerk

Confidential (Privileged

MEMORANDUM

TO:

WILLINGBORO TOWNSHIP COUNCIL

FROM:

MICHAEL A. ARMSTRONG, ESQUIRE

DATE:

JULY 22, 2003

SUBJECT:

PROPOSED REMEDIATION OF BLOCK 7, LOT 11

This memorandum is written to advise you of the status of the above matter.

It was discovered that home heating oil had leaked from an underground tank from a home located at 16 Sylvan Lane. The Township owns an adjacent tract of land. The Ohio Casualty Group, the homeowner's insurance carrier for the former owners of 16 Sylvan Lane (Thomas and Diana Messina) has agreed to fund the investigation and/or remediation of the contamination on the insured property and all adjacent properties. Ohio Casualty instituted a lawsuit under the Remediation Access Statute, N.J.S.A. 58:10B-16, when the Township did not execute its proposed Site Access Agreement as quickly as it would have liked. We have entered our representation on the Township's behalf in the lawsuit. A settlement conference has been scheduled for tomorrow (July 23, 2003) with Superior Court Judge Marc Baldwin.

We are recommending to Council that this lawsuit be settled at this time. The only issue involved in this suit is access to the Township's property for the limited purpose of investigation and/or remediation of any contamination.

We are hopeful that the Township's delay in granting access has not resulted in the further spreading of any contamination beyond the parameters of where it would have been several months. The resolution of this lawsuit would not prevent Mr. and Mrs. Messina or Ohio Casualty from bringing a subsequent action for damages as it relates to the incremental cost to clean-up the additional spillage.

Attached hereto is a copy of all recent correspondence and other related documents for your review. Also attached hereto is a copy of the proposed Resolution providing access to the Township's property.

I will be available at the meeting to discuss any questions that you may have.

Confidential Privileged
MEMORANDUM

TO:

Michael A. Armstrong, Esquire

FROM:

Dereck C. Scott, Esquire

DATE:

July 21, 2003

SUBJECT:

Willingboro Township/Ohio Casualty /Messina

It is my understanding that there is a Township Council meeting tomorrow evening. In the event that the above matter is not a pending item on the Agenda, we need to bring this matter to their attention. I have a settlement conference with Judge Baldwin and Mr. Grochala regarding this matter on Wednesday, July 23, 2003 at 3:30 p.m. I would like to advise them that from the Township's standpoint, this matter is considered settled. Please find attached hereto from Exhibits "A" through "D", copies of recent correspondence exchanged between Mr. Grochala, Carl Turner and myself.

Would you please be so kind as to recommend to the Council that the Township should execute the Site Access Agreement in its present form.

Thank you for your anticipated cooperation and please feel free to contact me in the event that you may have any questions.

SITE ACCESS AGREEMENT

This AGREEMENT is made this ______ day of March, 2003, by and between Thomas and Diana Messina ("The Messinas"), prior owners of 16 Sylvan Lane, Willingboro, NJ ("The Messina Property") and Willingboro Township ("The Township"), present owners of adjacent Block 7, Lot 1, Willingboro, NJ ("The Township Property"), and in accordance with N.J.S.A. 58:10B-16 (Reasonable Access To Property For Remediation Purposes).

SCOPE and TERMS

Whereas, it has been discovered that a release of petroleum product (home heating oil) from an underground storage tank previously located on The Messina Property has occurred;

Whereas, preliminary soil and groundwater data indicates subsurface contamination exists on both The Messina and Township Properties;

Whereas, investigation and remediation of The Messina and Township Properties has been instituted on behalf of The Messinas by their homeowners carrier, The Ohio Casualty Group;

Whereas, further investigation and remediation of the contamination on both Properties must be coordinated, requiring access to The Township Property;

Whereas, The Township has agreed to grant The Messinas and their representatives reasonable access to Block 7, Lot 1 to further investigate and/or remediate the contamination on The Township Property;

Whereas, The Messinas and The Township wish to formalize their agreement to such access so The Messinas, their agents and employees will have the right to perform such tasks;

Now Therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, and intending to be bound hereby, The Messinas and The Township agree as follows:

- (1) <u>Grant of License</u>. The Township, for themselves and their assigns, grant to The Messinas, their agents, contractors, servants, employees, agents or assigns (hereinafter "representatives") a non-exclusive license to enter on and use The Township Property, subject to the terms and conditions set forth herein. While it is difficult to predict the precise length of time The Messinas and their representatives will require access to perform the investigative, remedial and/or restorative activities described herein, the duration of this license will be limited to the date upon which the New Jersey Department of Environmental Protection ("NJDEP") issues a No Further Action Letter and Covenant Not To Sue ("NFA") regarding both properties, and the properties are restored as noted herein.
- (2) <u>Limitation on Access</u>. The Messinas and their representatives may enter upon, occupy and use The Township Property for the purpose of performing a subsurface investigation and/or remediation of The Township Property, and as is necessary to protect and/or remediate

The Messina Property, and to restore The Messina and Township Properties as set forth in this Agreement.

(3) Additional Requirements.

- (3.1) Prior to initiation of any activity by The Messinas' representatives on The Township Property, The Township shall be provided with at least 24 hours advance notice when practical.
- (3.2) The Messinas agree that their counsel will promptly furnish The Township copies of all correspondence and documents sent to or received from the NJDEP, local officials or code enforcement officials pertaining to the subsurface investigation and/or remedial activities conducted by The Messinas' representatives at The Township Property, and as required to be submitted to the NJDEP, local officials or code enforcement officials.
- (3.3) The activities of The Messinas' representatives at The Township Property shall be undertaken to avoid unreasonable interference with and to minimize disturbance to The Township Property, and such activity shall be undertaken so that the work performed by The Messinas or their representatives shall be performed in a safe and workmanlike manner, in accordance with applicable laws and regulations.
- (3.4) On or about the first of each month when activities have occurred or may occur on The Township Property, The Messinas' representatives shall provide to the Township a monthly status report outlining the projected work on The Township Property for the next month and summarizing the work completed on The Township Property the prior month.
- (4) <u>Restoration of the Property</u>. Following completion of the investigative and/or remedial activities at The Township Property pursuant to the terms of this Agreement, The Messinas shall, at the sole cost and expense of their homeowners carrier, The Ohio Casualty Group and/or others, restore The Township Property in as quick and cost-effective a manner as reasonably possible, and to as close the condition it was in prior to commencement of the investigative and/or remedial activities.
- (5) <u>Representations and Warranties</u>. The Messinas and The Township represent and warrant to each other with respect to their rights and entitlements pursuant to this Agreement as follows:
- (5.1) The Messinas and their representatives shall exercise due care in the manner in which the rights granted to them hereunder are exercised. The Messinas and their representatives shall diligently proceed with the investigation, remediation and/or restoration in a reasonable manner so that The Township will not be inconvenienced any longer than is reasonably necessary.
- (5.2) The Messinas' representatives who actually conduct work on The Township Property shall carry liability and environmental risk insurance in the amount of \$1,000,000 and shall, upon demand, provide The Township an insurance certificate demonstrating such coverage.

(5.3) The Messinas and their representatives agree that the limited use and occupancy of The Township Property pursuant to this Agreement shall be at their own risk and that they, through their homeowners carrier, The Ohio Casualty Group and/or others, hereby hold The Township harmless and indemnify them for any and all liability for personal injury or property damage resulting from the work conducted by The Messinas' representatives on The Township Property.

(6) <u>Miscellaneous</u>.

- (6.1) The rights and privileges granted The Messinas under this Agreement shall extend to the NJDEP and its agents, employees, successors, and assigns.
- (6.2) It is understood that this Agreement contains and expresses all the agreements and obligations of The Messinas and their representatives and The Township regarding the subject matter herein, and no covenant, agreement or obligation not expressed herein shall be imposed upon The Messinas or their representatives. This Agreement may not be altered except in a writing signed by each party. This Agreement shall be binding upon The Messinas and The Township, as well as their respective successors and assigns.
- (6.3) Both parties represent to each other that they have authority to execute this Access Agreement.
- (7) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.
- (8) <u>Assignment</u>. Other than as expressly set forth herein, the parties shall not assign, transfer or set over, in whole or in part, all or any of their benefits, rights, duties or obligations hereunder, including, but not limited to, the performance of and compliance with the conditions hereof, without the prior written consent of both parties.
- (9) <u>Amendment</u>. This Agreement shall not be amended, modified or supplemented without the written agreement of the parties hereto at the time of such amendment, modification or supplement.
- (10) <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, executors, designees and permitted assigns.
- (11) Effective Date. This Agreement shall become effective upon the date of execution hereof by all parties.
- (12) <u>Signatories</u>. Each of the signatories to this Agreement hereby confirms that he or she is authorized by the respective entity on whose behalf he or she is signing to bind such entity to the terms of this Agreement.

(13) No Admission Of Liability. The parties to this Agreement stipulate that neither admits any facts or conclusions discussed herein, nor any liability that might arise as a result of those facts, and that this Agreement is inadmissible for any purpose in any subsequent proceeding, other than to enforce the rights given herein.

in witness whereof, the Me	ssmas and the township have caused this one Access
Agreement to be executed:	
	Saul Stephen
Thomas Messina	For Willingboro Township
	Dave Deres
Diana Messina	
Date: March , 2003	July 23, 2 or 3 Date: March , 2003

RESOLUTION NO. 2003 - 100

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ACCEPTING THE MAINTENANCE BOND OF ALPHA ACADEMY

WHEREAS, the Township of Willingboro made an inspection of the Day care Center Expansion at the request of the applicant, Alpha Baptist Church, for the purposes of a performance guarantee reduction; and

WHEREAS, the Township's Engineer has determined that the property is substantially complete; and

WHEREAS, the Township Engineer has recommended the waiver of the Performance Bond and the acceptance of a maintenance bond in the amount of \$2,759.40;

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of July 2003, that the performance bond be waived for the Day Care Expansion and that the applicant be permitted to post instead a maintenance bond in the amount of \$2,759.40;

BE IT FURTHER RESOLVED, that upon the posting of the maintenance bond that the Day Care Expansion shall be provided a Certificate of Occupancy;

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

Dr. Paul Stephenson, Mayor

ATTEST:

Marie Annese, RMC

Township Clerk

Privilesed/Confidential
MEMORANDUM

TO:

Michael A. Armstrong

FROM:

Cristal Holmes-Bowie

DATE:

July 22, 2003

SUBJECT:

Alpha Baptist Performance Bonds

I reviewed Carl's recommendation as to the maintenance bond for \$2759.40, and find it to be acceptable and within the law. However, he has a second condition of the bond is that the performance (i.e. the completion) of items on the other two adjacent properties be tied to this maintenance bond and to the Day care Expansion's Certificate of Occupancy. The second condition I find to be unacceptable, particularly in light of the fact that he has found the Day care expansion to be substantially complete.

A Certificate of Occupancy is to insure that construction has been performed in complete conformance with the Uniform Construction Code. Cox, New Jersey Zoning and Land Use Administration, (Gann 2002)

I do not believe that these conditions can be placed upon the C/O which is specific to a particular premises. It is not the C/O for the Funeral home or Beauty Parlor. I understand that Dr. Bass wants to see the \$11,000 released, but my understanding was primarily that he wanted the C/O issued for the expansion. I think it is better to bifurcate these issues.

RESOLUTION NO. 2003 - 101

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

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

WHEREAS, the Township of Willingboro has solicited and reviewed the curricula vitae of Harry F. Renwick of Renwick & Associates, Valuation Solutions to provide said services, and has designated it an appropriate valuation consultant for the provision of said services; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 22h day of J_{u1y} , 2003, that **Harry F. Renwick** is appointed as planner for a term not to exceed one year effective 7/22/2003 and for a total amount not to exceed the sum of FOUR THOUSAND FIVE HUNDRED (\$4,500.00) DOLLARS.

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

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

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC Township Clerk

8567792964

T-285 P.001/002 F-827

Chairman, SCOREA, CTA James J. Renwick President, SCGREA, CTA David P. O'Brien Chief Executive Officer, AVA. MA Charles A. McCullough Vice President, SCGREA, CTA Joan M. Wiest Office Manager, CTA Patricia F. Sporer Associate, CTA

RENWICK & ASSOCIATES VALUATION SOLUTIONS —

Associate, CIA John S. Sutherland Associate Kathleen Mars Associate Glenn McMahon Associate Joseph C. Rahman Associate Donna Wallstin Associate

Date:	5	19	103	
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7/22/03

Company:

Telecopier Number: 600

Number of pages including cover sheet: \triangle

SUBJECT/COMMENTS:				
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THIS TRANSMISSION IS FOR THE PRIVATE USE OF THE PERSON TO WHOM IT IS ADDRESSED AND IS TO BE CONSIDERED AS CONFIDENTIAL INFORMATION

Harry F. Remwick, Jr..
Chaiman, SCGREA, CTA
James J. Renwick
President, SCGREA, CTA
David P. O'Brien
Chief Executive Officer, AVA, MA
Charles A. McCullough
Vice President, SCGREA, CTA
Joan M. Wiest

Office Manager, CTA

RENWICK & ASSOCIATES

— VALUATION SOLUTIONS —

Associate, CTA
Karen McMahon
Associate, CTA
John S. Sutherland
Associate
Kathleen Mars
Associate
Glenn McMahon
Associate

ink (and

May 9, 2003

Mr. Michael A. Armstrong, Solicitor Willingboro Township C/o 79 Mainbridge Lane Willingboro, New Jersey 08046

RE: Proposal to Willingboro Township Valuation of Liquor Licenses PERSONAL AND CONFIDENTIAL

Dear Mr. Armstrong:

Renwick and Associates will provide consulting services to Willingboro Township, hereinafter referred to as the Client, toward an estimate of value of six (6) liquor licenses to be conveyed by the Client. Our services will be invoiced at the preferred rate of \$150 per hour, and we estimate a budget for carrying out our analysis and providing the related report to the Client to be approximately 30 hours, for a total budget fee of:

Four Thousand-Five Hundred (\$4,500) Dollars

In the event required, court and commission preparation, pretrial conferences, professional testimony, or any other work required outside the scope of this proposal will be invoiced at the preferred rate of \$150 per hour.

This fee quotation will expire if this contract is not executed within 60 days.

We will proceed with the preparation of the research, analysis, and related report upon receipt of a signed copy of this letter. If the fee and terms are acceptable, please sign, retain the original and return the fully executed copy for our records.

If you have any questions, please do not hesit	tate to contact us.
Renwick & Associates	Date /
, in the second	<i>y</i>
Proposal Accepted:	
Willingboro Township	Date

SENT VIA FACSIMILE TRANSMISSION (609-877-7755)

Harry F. Renwick, Jr.
Chairman, SCGREA, CTA

Jamzs J. Renwick
President, SCGREA, CTA

David P. O'Brien
Chief Executive Officer
Charles A. McCullough
Vice President, SCGREA, CTA

Joan M. Wiest
Office Manager, CTA
Patricia F. Sporer

Associate, CTA

RENWICK & ASSOCIATES — VALUATION SOLUTIONS —

Karen McMahon
Associate, CTA
John S. Sutherland
Associate
Kathleen Mars
Associate
Glenn McMahon
Associate
Joseph C. Rahman
Associate
Donna Wallstin
Associate

June 25, 2003

Michael A. Armstrong, Esquire Township of Willingboro 79 Mainbridge Lane Willingboro, NJ 08046

Re: Proposal to Township of Willingboro

Valuation of liquor licenses

PERSONAL AND CONFIDENTIAL

Dear Mr. Armstrong:

In reference to the proposal we sent you dated May 9, 2003, enclosed please find a small packet of information about the staff at Renwick and Associates. In addition, following are some of the liquor licenses that we have valued:

Little Mill Golf Course/Country Club Pic-A-Lilli Tavern, Tabernacle Pic-A-Lilli Pub, Atlantic City Evesham Township (2 licenses)

I hope that the enclosed and the preceding provide you with the information you requested.

Sincerely yours,

Charles A. McCullough

SCGREA No. 42RG00016700 NJ

SCGREA No. GA-1798-R PA



TOWNSHIP OF WILLINGBORO

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

August 21, 2003

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

Dear Mr. Renwick:

Attached please find certified copy of Resolution 2003-101 what was adopted by Willingboro Township Council on July 22, 2003. Your contract and agreement will be signed upon receipt from Michael Armstrong.

Sincerely,

Marie Annese, RMC Township Clerk

Att. /saw MAY-09-2003 12:53PM FROM-RENWICK ASSOC

8567792964

T-048 P.001/002 F-041

Chairman, SCGREA, CTA James J. Renwick President, SCGREA, CTA David P. O'Brien Chief Executive Officer, AVA, MA Charles A. McCullough Vice President, SCGREA, CTA Joan M. Wiest

Office Manager, CTA

Patricia F. Sporer

Associate, CTA

RENWICK & ASSOCIATES - VALUATION SOLUTIONS -

Associate, CTA John S. Sutherland Associate Kathleen Mars Associate Glenn McMahon Joseph C. Rahman Associate Donna Wallstin Associate

Date:	5/9/03	Esc
To:	Jule Christman	7 - 7

Company:
Telecopier Number: 609 877- 7755
From: Hanny Reauch
Number of pages including cover sheet:
SUBJECT/COMMENTS:

THIS TRANSMISSION IS FOR THE PRIVATE USE OF THE PERSON TO WHOM IT IS ADDRESSED AND IS TO BE CONSIDERED AS CONFIDENTIAL INFORMATION

P.002/002 F-041 Patricia F. Sporer Associate, CTA Karen McMahon Associate, CTA John S. Sutherland Associate Kathleen Mars Associate

Glenn McMahon

Associate

Harry F. Renwick, Jr. Chairman, SCGREA, CTA James J. Renwick President, SCGREA, CTA David P. O'Brien Chief Executive Officer, AVA, MA Charles A. McCullough Vice President, SCGREA, CTA Joan M. Wiest Office Manager, CTA

May 9, 2003

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

Re:

Renwick and Associates

Dear Mr. Armstrong:

In response to your recent request, enclosed please find marketing material describing our firm's services and personnel. As you know, Renwick and Associates is a multi-faceted valuation services company specializing in real estate appraisal, machinery and equipment appraisal, and business valuation.

RENWICK & ASSOCIATES

— VALUATION SOLUTIONS —

Our real estate appraisal division is the core of our firm, and a number of our people are among the best trained and experienced in the profession. You have asked, along these lines, for a listing of our specific experience as it relates to performing real estate appraisal work in the Atlantic City area. Following is a sample of some of the work we have performed in Atlantic City and the surrounding vicinity;

- 1. We appraised approximately 70 properties as part of the Northeast Inlet redevelopment project on behalf of the Casino Reinvestment Development Authority.
- 2. We performed appraisals of multiple Atlantic City boardwalk properties on behalf of a high profile private client.
- 3. We performed multiple appraisals for the Route 322 expansion on behalf of the State of New Jersey.
- 4. We performed multiple appraisals for the Route 30 expansion on behalf of the State of New Jersey.

We pride ourselves in the ability to develop accurate opinions of value that are supportable and defensible, and our clients on these projects benefited in every instance from the quality of our work and, where necessary, our supporting testimony before commissions and courts.

If you require any further information to evidence our qualifications to perform in Atlantic County, please do not hesitate to contact me. You may also want to review additional information on our web site at www.renwickandassociates.com.

Thank you for your time and consideration; I look forward to hearing from you.

Sincerely,

Harry F. Renwick Jr Chairman

Renwield and Associates

LETTER SENT VIA REGULAR MAIL WITH ENCLOSURES

Public Notices

NOTICE OF PROFESSIONAL SERVICES CONTRACT

Pursuant to N.J.S.A. 40a:11-5, notice is hereby given that the Willingboro Township Council adopted a Resolution on July 22, 2003 authorizing a contract for professional services with Harry F. Renwick.

A. The nature of the Contract: Consulting Services.

B. The duration of the Contract: One Year.

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

D. The amount of the contract: In accordance with the Resolution and Contract, not to exceed \$4,500.

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

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

Marie Annese, RMC Township Clerk

Adv. Fee: \$28.12 BCT: August 24, 2003 Aff. Chg: \$10.00

RESOLUTION NO. 2003 - 102

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT AND FINANCIAL AGREEMENT WITH RENEWAL WILLINGBORO, LLC AND TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO SQUARE, LLC.

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

WHEREAS, the Township, ReNEWal and Willingboro Urban ReNEWal, L.L.C. (hereinafter the "Parties") entered into another agreement entitled the "First Amendment to the Redevelopment Agreement Between the Township of Willingboro, ReNEWal Willingboro LLC and Willingboro Urban ReNEWal, L.L.C., (hereinafter "WUR") an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "First Amendment"), by the terms of which WUR became a party to the Agreement, and certain provisions of the Agreement were modified or amended; and

WHEREAS, the Parties further amended the Agreement entitled "Second Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal," (hereinafter "Second Amendment") to address events that had transpired with respect to the property and redevelopment plan since the execution of the First Amendment, as well as to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township, which Second Amendment was authorized by Resolution 2002-121 on August 6, 2002; and

WHEREAS, WUR and ReNEWal entered into a Construction and Management Agreement, dated December 11, 2000, whereby WUR was designated the ownership entity for the ReNEWal Site and ReNEWal retained responsibility for the development and sale of the property; and

WHEREAS, WUR acquired title to the ReNEWal Site and, by duly adopted Resolution, the Willingboro Township Planning Board approved a major subdivision of the site, as shown on a certain plat entitled, "Major Subdivision of Block 3 Lot 4.01, Tax Map Sheet No. 105," prepared by Langan Engineering and Environmental Services, dated September 1, 2000 and last amended December 27, 2000; and

WHEREAS, pursuant to the ReNEWal Redevelopment Agreement, ReNEWal is obligated to pay the following special assessments to the Township: (a) an Environmental Special Assessment to repay the Township's loan of \$2,000,000 in bond proceeds to fund the environmental assessment and remediation of the ReNEWal Site; and (b) an Infrastructure Special Assessment to satisfy ReNEWal's obligation to contribute \$1,000,000 toward the cost of certain infrastructure improvements (the Infrastructure Special Assessment and the Environmental Special Assessment shall be referred to, collectively, as the "Special Assessments"); and

WHEREAS, ReNEWal and WUR has entered into a Purchase and Sale Agreement with Willingboro Square, L.L.C., dated October 2, 2002 and amended by a certain First Amendment to Purchase and Sale Agreement, dated November 18, 2002, providing for the conveyance to Willingboro Square, L.L.C., as the Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 9.69 acres of vacant, paved land located southeast of newly constructed Millennium Drive, which property appears on the Township's current tax map as Lot 4.11 in Block 3 (the "Residential Project Site"); and

WHEREAS, Willingboro Square, L.L.C. proposes to develop the Residential Project Site as a multi-unit residential project consisting of 216 dwelling units, equally divided between one-bedroom and two-bedroom units, with associated parking and separate maintenance facilities to accommodate the operations of the residential development; and

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

WHEREAS, by duly adopted Resolution(s), the Township Council consents to the sale and designates Willingboro Square, L.L.C. as the redeveloper of the Residential Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, Willingboro Square, L.L.C. will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in the ReNEWal Second Amendment and in Section 3.02 of the Agreement between Willingboro Square, L.L.C. and the Township attached hereto; and

WHEREAS, development of the Residential Project Site will remain subject to the terms and conditions of the ReNEWal Redevelopment Agreement, and First and Second Amendments except as set forth in Willingboro Square, L.L.C.'s Agreement with the Township; and

WHEREAS, the Township, ReNEWal, and WUR will enter into a Third Amendment to the ReNEWal Redevelopment Agreement to memorialize the sale to Willingboro Square, L.L.C. and to terminate the Long Term Tax Exemption as to that parcel resulting from the conveyance of the Residential Project Site to Willingboro Square, L.L.C.; and

WHEREAS, the Willingboro Square, L.L.C. and the Township of Willingboro desire to enter into a contract to set forth in detail their respective undertakings, rights and obligations in connection with the construction of the Residential Project Site and to specify the extent to which Willingboro Square, L.L.C. assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the Residential Project Site; and

WHEREAS, the development by Willingboro Square, LLC, is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04, and as amended; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of July, 2003, that the Mayor is authorized to execute an Agreement entitled "Redevelopment Agreement for a 216-Unit Residential Development on Block 3, Lot 4.11 in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Square, L.L.C."; and

IT IS FURTHER RESOLVED, that the Mayor is authorized to enter into an agreement entitled "Third Amendment to the Redevelopment Agreement between the Township of Willingboro, ReNEWal Willingboro, L.L.C. and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" conditioned upon Willingboro Square, L.L.C. executing the "Redevelopment Agreement" with the Township of Willingboro.

Dr. Paul L. Stephenson

Mayor

Marie Annese, RMC

Township Clerk

THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO.

RENEWAL WILLINGBORO LLC.

AND

WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA

I. INITIAL RECITALS

This agreement known as the THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "Third Amendment"), is made and dated this ______ day of October, 2003 between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey limited liability company (hereinafter "ReNEWal") and Willingboro Urban ReNEWal, L.L.C. (hereinafter "WUR").

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

WHEREAS, the Township, ReNEWal and WUR (hereinafter the "Parties") amended the Agreement pursuant to that certain "First Amendment to the Redevelopment Agreement between the Township of Willingboro, ReNEWal, Willingboro LLC and Willingboro Urban Renewal, L.L.C. for the redevelopment of the Willingboro Plaza Redevelopment area" (hereinafter "First Amendment") by the terms of which WUR became a party to the Agreement and certain provisions of the Agreement were modified or amended; and

WHEREAS, the parties further amended the Agreement to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township; and

WHEREAS, the parties desire to again amend the Agreement by entering into this Third Amendment to address events that have transpired with respect to the Property and Redevelopment Plan since the execution of the Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained in this Third Amendment, the parties to the Agreement do hereby convenant and agree as follows:

II. DEFINED TERMS

- 1.1 All definitions contained in the Agreement, First Amendment, and Second Amendment shall continue to have the meanings set forth in those documents.
- 1.2 Lot 4.11 in Block 3 is designated under the Redevelopment Plan for Residential Retail Development. ReNEWal has entered into an Agreement dated October 2, 2002 for the sale of Lot 4.11 to Willingboro Square LLC of Woodbridge, New Jersey and in connection with such sale it is anticipated that Willingboro Square LLC of Woodbridge, New Jersey will enter into distinct agreements and relationships with the Township of Willingboro independently of the Redevelopment Agreement and Financial Agreements now in place with ReNEWal and WUR. ReNEWal understands that the proposed acquirer does not wish to assume the existing Financial Agreement for Long Term Tax Exemption (the "PILOT Agreement") granting tax abatement to the redevelopment area, as it relates to Lot 4.11.
- 1.3 The Pilot Agreement, Redevelopment Agreement, First Amendment and Second Amendment to the Redevelopment Agreement are each hereby amended to redefine the definition of "Project" to delete and exclude from the Redevelopment Agreement and Financial Agreement, Lot 4.11, Block 3 as shown on the Tax Map of the Township of Willingboro. ReNEWal and WUR are hereby discharged and released from and Willingboro Square LLC of Woodbridge, New Jersey does hereby assume all liability and responsibility for the payment, as the same shall relate to Lot 4.11, of the Environmental Special Assessment and the Infrastructure Special Assessment.
- 1.4 As hereby so amended, each of the Agreement, First Amendment and Second Amendment are in all respects ratified, confirmed and approved, and the designation of ReNEWal and WUR as developer and beneficiary of the Pilot Agreement are in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as

of the date appearing on the first page of this Third Amendment.

ATTEST:	THE TOWNSHIP OF WILLINGBORO
Derie Ofresa	FAUL L. STEPHENSON
	By: Janl & Stephenson
	Title: Mayor
ATTEST:	RENEWAL WILLINGBORO, LLC
Mules Comein	By: Robert B. Stay
	Title: myn nahen
ATTEST:	WILLINGBORO URBAN RENEWAL, LLC
Meile Conon	
	By: Robert B. Stang
	Title: mongy werker
ATTEST	WILLINGBORO SQUARE OF WOODBRIDGE NEW JERSEY
	By:
	Title:

REDEVELOPMENT AGREEMENT

FOR

A 216-UNIT RESIDENTIAL DEVELOPMENT ON BLOCK 3, LOT 4.11 IN THE WILLINGBORO PLAZA REDEVELOPMENT AREA OF THE TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY

BY AND BETWEEN

THE TOWNSHIP OF WILLINGBORO

AND

WILLINGBORO SQUARE, L.L.C.

DATED:

, 2003

day of ______, 2003 by and between _____, 2003 by and between

THE TOWNSHIP OF WILLINGBORO, a municipal corporation of the State of New Jersey having its offices at 1 Salem Road, Willingboro, New Jersey 08046 (hereinafter called the "Township");

AND

WILLINGBORO SQUARE, L.L.C., a New Jersey limited liability company having offices at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 (hereinafter called "Redeveloper").

RECITALS:

WHEREAS, the Township, acting through its Council, has adopted a redevelopment plan ("Redevelopment Plan") for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"); and

WHEREAS, the Township entered into a Redevelopment Agreement with ReNEWal Willingboro, L.L.C. ("ReNEWal"), dated 1998 (the "ReNEWal Initial Agreement"), providing for mixed-use development (the "Master Project") on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was identified on the Township's tax maps as Block 3, Lot 4.01 ("the ReNEWal Site"); and

WHEREAS, ReNEWal created Willingboro Urban ReNEWal, L.L.C. ("WUR"), an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the Township, ReNEWal, and WUR entered into a First Amendment to Redevelopment Agreement, dated December 15, 2000 (the "ReNEWal First Amendment") and a Second Amendment to Redevelopment Agreement, dated April 2002 (the "ReNEWal Second Amendment") (the ReNEWal Initial Agreement, ReNEWal First Amendment, and ReNEWal Second Amendment being attached hereto as Exhibits "A," "B," and "C," respectively, and being referred to, collectively, as the "ReNEWal Redevelopment Agreement"); and

WHEREAS, WUR and ReNEWal entered into a Construction and Management Agreement, dated December 11, 2000, whereby WUR was designated the ownership entity for the ReNEWal Site and ReNEWal retained responsibility for the development and sale of the property; and

WHEREAS, WUR acquired title to the ReNEWal Site and, by duly adopted Resolution, the Willingboro Township Planning Board approved a major subdivision of the site, as shown on a certain plat entitled, "Major Subdivision of Block 3 Lot 4.01, Tax Map Sheet No.

105," prepared by Langan Engineering and Environmental Services, dated September 1, 2000 and last amended December 27, 2000; and

WHEREAS, pursuant to the ReNEWal Redevelopment Agreement, ReNEWal is obligated to pay the following special assessments to the Township: (a) an Environmental Special Assessment to repay the Township's loan of \$2,000,000 in bond proceeds to fund the environmental assessment and remediation of the ReNEWal Site; and (b) an Infrastructure Special Assessment to satisfy ReNEWal's obligation to contribute \$1,000,000 toward the cost of certain infrastructure improvements (the Infrastructure Special Assessment and the Environmental Special Assessment shall be referred to, collectively, as the "Special Assessments"); and

WHEREAS, ReNEWal and WUR have entered into a Purchase and Sale Agreement with Redeveloper, dated October 2, 2002 and amended by a certain First Amendment to Purchase and Sale Agreement, dated November 18, 2002, providing for the conveyance to Redeveloper, as the Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 9.69 acres of vacant, paved land located southeast of newly constructed Millennium Drive, which property appears on the Township's current tax map as Lot 4.11 in Block 3 and is described by metes and bounds in Exhibit "D" to this Agreement (the "Residential Project Site"); and

WHEREAS, Redeveloper proposes to develop the Residential Project Site as a multi-unit residential project consisting of 216 dwelling units, equally divided between one-bedroom and two-bedroom units, with associated parking and separate maintenance facilities to accommodate the operations of the residential development (the "Residential Project"), and by letters dated October 25, 2002, and December 9, 2002, attached hereto as Exhibit "E," has requested certain amendments to the Town Center and B-1 Zoning Regulations to accommodate the proposed Residential Project; and

WHEREAS, Redeveloper has secured or will secure private financing for the Residential Project and will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in the ReNEWal Second Amendment and in Section 3.02 of this Agreement; and

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designated Redeveloper as the redeveloper of the Residential Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, development of the Residential Project Site will remain subject to the terms and conditions of the ReNEWal Redevelopment Agreement, except as set forth in this Agreement, and the Township, ReNEWal, and WUR will enter into a Third Amendment to the ReNEWal Redevelopment Agreement to memorialize modifications to the Master Project resulting from the conveyance of the Residential Project Site to Redeveloper; and

WHEREAS, the parties desire to enter into this Agreement to set forth in detail their respective undertakings, rights and obligations in connection with the construction of the Residential Project on the Residential Project Site and to specify the extent to which Redeveloper

assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the Residential Project Site.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties to this Agreement do hereby covenant and agree each with the other as follows:

RESIDENTIAL PROJECT SITE AND RESIDENTIAL PROJECT IDENTIFICATION.

- the Township acknowledges, that Redeveloper is the contract purchaser of the Residential Project Site. Redeveloper will acquire title that is good and marketable and insurable by a reputable title insurance company doing business in the State of New Jersey at regular rates and without special premium, subject only to title exceptions which do not prevent the construction and intended use of the Residential Project and which have been accepted by the Redeveloper. The Township will assist as reasonably necessary and legally possibly in eliminating any title defects or encumbrances that ReNEWal and WUR are unable to remove prior to conveying the Residential Project Site to Redeveloper.
- acquires title to the Residential Project Site and provided that the Governmental Approvals (as hereinafter defined) are obtained, Redeveloper will construct the Residential Project as set forth in its proposal to the Township, in Exhibit "E," and as shown on the Concept Plan attached hereto as Exhibit "F." The Residential Project shall conform to the amended standards set forth in the Redevelopment Plan, including the amendments described in Exhibit "E," and any conditions of site plan approval. The Township assumes the rights and obligations set forth in Section 3.1 of the ReNEWal Initial Agreement and makes the representations set forth in Section 3.3 of that document. With respect to the Residential Project, Redeveloper assumes the redeveloper's obligations under Section 3.1 of the ReNEWal Initial Agreement and makes the same representations as ReNEWal under Section 3.2 of that document. All representations set forth in the ReNEWal Initial Agreement are hereby repeated as if fully set forth herein.

ARTICLE 2. GOVERNMENTAL APPROVALS AND CONSTRUCTION OF THE RESIDENTIAL PROJECT.

- 2.01. <u>Governmental Approvals</u>. Redeveloper has prepared and filed or will cause to be prepared and filed such plans, drawings, documentation, presentations and applications as may be necessary and appropriate to obtain all governmental approvals required to complete the Residential Project on the Residential Project Site (hereinafter collectively called the "Governmental Approvals").
- Governmental Approvals, Redeveloper will commence and diligently prosecute to completion the construction of the Residential Project. Redeveloper shall be responsible for the letting of contracts for the construction and installation of the Residential Project improvements, supervision of construction, acceptance of the completed Residential Project or parts thereof, and

all other matters incidental to performance of the duties and powers expressly granted herein in connection with the construction of the Residential Project. With respect to the Residential Project, Redeveloper specifically assumes the redeveloper's obligations pursuant to Subsections 7.2.1.A, B, F and G of the ReNEWal Initial Agreement.

- its obligations pursuant to the Redevelopment Plan and the ReNEWal Redevelopment Agreement with respect to all infrastructure improvements affecting the Residential Project (the "Infrastructure Improvements").
- commence not later than 90 days after the last of the following events, provided all of the following events have occurred: ((a) completion of the Infrastructure Improvements; (b) approval of all construction plans; and () issuance of building permits for all buildings and connection permits for all utilities. The Residential Project shall be substantially completed within twenty-four months after the commencement of construction. "Substantial completion" shall mean the issuance of certificates of occupancy for 80% of the units. The time for commencement and completion of the Residential Project shall be extended for a period of time equal to any delay due to the causes set forth in Article 7 of this Agreement or as a result of any pending or threatened administrative procedures or litigation, including appeals from the Governmental Approvals, that may interfere with Redeveloper's ability to begin construction or complete the Residential Project. The Township shall also consider reasonable requests for extensions of the start and completion dates for other reasons.

ARTICLE 3. FINANCING AND SPECIAL ASSESSMENTS.

- Residential Project.

 Private Financing. Redeveloper will secure private financing for the
- 3.02. Special Assessments. Using the calculation method set forth in Sections 3.03 and 4.02 of the ReNEWal Second Amendment, ReNEWal has determined and the parties agree that the Residential Project Site's allocated share of the Special Assessments is 23.96% of the unpaid balance as of the date on which Redeveloper acquires title to the Residential Project Site. Redeveloper agrees to be responsible for this share of the Special Assessments and, upon acquiring title to the Residential Project Site, at Redeveloper's sole option, will either (a) immediately pay its allocated share in full, or (b) commence repayment of its allocated share in accordance with the repayment terms set forth in the ReNEWal Second Amendment. ReNEWal and WUR will remain responsible for the Special Assessments allocated to the Residential Project Site until Redeveloper takes title.
- 3.03. <u>Waiver</u>. Redeveloper hereby waives any rights it may have under law to challenge the Special Assessments, including any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for Infrastructure Special Assessment and/or Environmental Special Assessment in accordance with the provisions of the ReNEWal Second Amendment.

3.04. <u>Real Estate Taxes</u>. Redeveloper may apply to the Township for approval of a five-year tax exemption or abatement pursuant to the Five-Year Exemption and Abatement Law, <u>N.J.S.A.</u> 40A:21-1 et seq.

ARTICLE 4. COVENANTS AND RESTRICTIONS.

- Residential Project Site exclusively to the uses established for the Residential Project Site in the current Redevelopment Plan, i.e., the Redevelopment Plan in effect as of the date of this Agreement. This restriction shall be a covenant running with the land, terminable upon completion of the Residential Project, and shall be recorded with the deed by which Redeveloper takes title to the Residential Project Site. The Township shall take any necessary and appropriate action to ensure that the Redevelopment Plan permits termination of the restrictions and covenants of this Article 4 with respect to the Residential Project and the Residential Project Site upon completion of the Residential Project, as set forth in N.J.S.A. 40A:12A-9 and in Section 4.04 herein.
- 4.02. <u>Construction Start Date</u>. Construction of the Residential Project will commence in accordance with the provisions of Section 2.05 of this Agreement, which the Township hereby fixes as reasonable.
- 4.03. <u>Prohibition Against Transfer</u>. Except as set forth in this Section 4.03, Redeveloper may not sell, lease, or otherwise transfer the Residential Project or the Residential Project Site prior to the issuance of a Certificate of Completion without the written consent of the Township.

The following transfers shall not require prior approval by the Township:

- a. Sale or lease of an individual unit following the issuance of a Certificate of Occupancy for the unit (Redeveloper agrees to provide the Township with a sample lease form prior to the initial rental of any unit);
 - b. Utility and other development easements; or
- Any contract or agreement with respect to any of the foregoing exceptions.
- completion of the Residential Project, the Township agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement with respect to construction of the Residential Project. For purposes of this Section 4.04, "completion" shall mean the issuance of Certificates of Occupancy for all units and the completion of all site improvements in accordance with the construction documents. Redeveloper's ongoing obligations with respect to the Special Assessments, the payment of real estate taxes, or other continuing obligations associated with the Residential Project Site shall not delay or prevent the issuance of the Certificate of Completion. The Certificate of Completion shall constitute a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in this Agreement and in the

Redevelopment Plan are satisfied and terminated with respect to Redeveloper's obligations to construct the Residential Project. The Certificate of Completion shall also constitute a conclusive determination that the conditions supporting the designation of the Residential Project Site as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Residential Project Site are no longer subject to the Township's exercise of eminent domain based upon the presence of those conditions. The covenants and restrictions set forth in Sections 4.01, 4.02, and 4.03 shall be deemed satisfied and shall terminate upon issuance of the Certificate of Completion.

If the Township fails to issue the Certificate of Completion within thirty days after Redeveloper's written request, the Township shall provide a written statement of its reasons for withholding the Certificate of Completion and detailing the reasonable measures that Redeveloper must take to obtain the Certificate of Completion.

ARTICLE 5. MORTGAGE FINANCING: RIGHTS OF MORTGAGEE.

- 5.01. <u>Notice to Township</u>. Prior to the completion of the Residential Project, Redeveloper shall not mortgage or encumber the Residential Project Site or the Residential Project, except for the purpose of obtaining funds necessary to carry out the Residential Project. Redeveloper shall notify the Township in advance of any financing secured by mortgage or other lien instrument affecting the Residential Project Site.
- 5.02. Notice to Mortgagee. Any Holder that notifies the Township of its interest in the Residential Project, and provides its address for notification purposes, shall be entitled to receive copies of any notice or demand that the Township may deliver to Redeveloper with respect to any default or breach under this Agreement. The term "Holder" shall be deemed to include any holder who obtains title to the Residential Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but shall not include (a) any other party who thereafter obtains title to the Residential Project Site or such part from or through such holder or (b) any purchaser at foreclosure sale other than the holder of the mortgage itself.
- 5.03 Mortgagee's Completion of Residential Project. Any Holder who shall properly complete the Residential Project in accordance with this agreement, shall be entitled, upon written request to the Township, to receive the Certificate of Completion as set forth in Section 4.04. Provided, however, that the foregoing provision shall not be construed to grant to such Holder any rights greater than those of Redeveloper.

ARTICLE 6. DEFAULT.

- 6.01. Except as otherwise provided in this Agreement, the default provisions of the ReNEWal Redevelopment Agreement shall apply.
- 6.02. Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, if Redeveloper defaults

on the construction or completion of the Residential Project, the holder of any mortgage authorized by this Agreement ("Holder") shall have thirty (30) days from the date of the default in which to elect to cure the default. Upon such election to cure the default, Holder shall have thirty (30) days within which to cure the default, subject to the terms and conditions of this Agreement, including the covenants and restrictions pertaining hereto. However, the foregoing provision shall not be construed to grant to such Holder any rights greater than those of Redeveloper with respect to the cure and/or remedy of any breach or default.

ARTICLE 7. DELAYS.

For the purposes of any of the provisions of this Agreement, neither 7.01. the Township nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default with respect to its obligations hereunder because of any enforced delay in the performance of such obligations, including commencement of construction, arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, terrorism, acts or omissions of the other parties (including litigation by third parties), unavailability of materials if not caused by Redeveloper's failure to order or otherwise act reasonably, fires, floods, epidemics, quarantine restrictions, strikes, freight, energy shortages, embargoes, unusual or severe weather, or delays of subcontractors due to any of the foregoing such causes, and actions or inactions by any federal, state or local governmental or quasi-governmental entity, including the Township, with respect to the Governmental Approvals or the development of the Residential Project (including, without limitation, a failure of the Township to perform in accordance with the terms of this Agreement), if such actions or inactions are not caused by Redeveloper. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the enforced delay.

ARTICLE 8. NOTICES.

8.01. A notice, demand or other communication under this Agreement by any party to the other shall be made in accordance with Section 10.7 of the ReNEWal Initial Agreement. Notice shall be given to the parties at their respective addresses set forth herein, or at such other address or addresses as any party may, from time to time, designate in writing and forward to the other.

TO THE TOWNSHIP:

Township Manager

Township of Willingboro Municipal Complex One Salem Road

Willingboro, NJ 08046

With copies to:

Township Clerk

Township of Willingboro Municipal Complex One Salem Road Willingboro, NJ 08046 Michael A. Armstrong, Esq.

79 Mainbridge Lane

Willingboro, New Jersey 08046

TO REDEVELOPER:

Willingboro Square, L.L.C.

c/o Henry Stein

Atlantic Realty Development Corporation

90 Woodbridge Center Drive Woodbridge, NJ 07095

With copies to:

Harry Stadler, Esq.

90 Woodbridge Center Drive Woodbridge, NJ 07095

ARTICLE 9. OTHER PROVISIONS

- Residential Project Site is taken by condemnation or eminent domain or is damaged or destroyed by casualty prior to Redeveloper's taking title, Redeveloper may, at its option, terminate this Agreement by written notice to the Township within ten (10) days after Redeveloper receives notice of the condemnation, taking, damage or casualty. For purposes of this provision, "substantial portion" shall mean any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Residential Project Site or that portion which, in Redeveloper's sole discretion, would prevent the successful completion of the Residential Project as contemplated by this Agreement.
- escrow account established by the Township, as set forth in N.J.S.A. 40:55D-53.1, which monies may be used, as it deems necessary, to pay for any and all Residential Project-related costs and expenses incurred by the Township, including but not limited to administrative costs and professional fees and services. If the Township expends the escrow account prior to the issuance of a Certificate of Completion as set forth in Section 4.04, the Redeveloper shall replenish the escrow account to the original amount of \$10,000.00. Those monies deposited by the Redeveloper and not spent by the Township shall be returned to the Redeveloper within thirty days after the Township issues a Certificate of Completion, as set forth in N.J.S.A. 40:55D-53.1.
- 9.03. <u>No Waiver</u>. No waiver made by any party with respect to (a) the performance of any obligation of any other party, or (b) any condition to its own performance shall be considered a waiver of any of that party's rights beyond those expressly waived in writing.
- 9.04. <u>Cooperation</u>. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement.

- 9.05. <u>Title of Articles and Sections</u>. The titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 9.06. <u>Severability</u>. The validity of any Article, Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.
- 9.07. <u>Successors Bound</u>. This Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- 9.08. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey, including but not limited to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Plan and any amendments thereto, and the ordinances of the Township of Willingboro.
- 9.09. <u>Counterparts</u>. If this Agreement is executed in counterparts, all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.
- 9.010. <u>Exhibits</u>. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.
- 9.011. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties, except as otherwise provided herein. In case of any conflict or disparity between this Agreement and any other agreement or document, this Agreement shall be deemed to control.
- 9.012. <u>Amendments</u>. No amendment of this Agreement shall be binding upon the parties unless it is agreed to by the parties in a writing that recites that it is made for the purpose of modifying this Agreement. All portions of this Agreement not specifically modified or amended shall remain in full force and effect as set forth herein.

IN WITNESS WHER properly executed and their corporate day of, 2003.	EOF, the parties hereto have caused this Agreement to t seals (where applicable) affixed and attested to this
ATTEST:	THE TOWNSHIP OF WILLINGBORO
Marie Annese, RMC Township Clerk	By: Auld Aughenson Dr. Paul L. Stephenson Mayor
	WILLINGBORO SQUARE, L.L.C.,
WITNESS:	By: Barlis Property Management, LLC HENRY STEIN

RESOLUTION NO. 2003 - /03

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN THE 2003MUNICIPAL ALLIANCE SUBGRANT AGREEMENT.

WHEREAS, the New Jersey Governor's Council on Alcoholism and Drug Abuse has awarded a grant to the Municipality in response to the request of the Municipal Alliance Committee; and

WHEREAS, a 2003 Letter Agreement between the Council and the Board sets forth the conditions under which the Board shall administer the grant;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of July, 2003, that the Mayor and Clerk are hereby authorized to sign the Municipal Alliance Grant Agreement.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the County Alliance Coordinator and the Chief Financial Officer for their information and attention.

Paul L. Stephenson

Mayor

Attest.

Marie Annese, RMC

Township Clerk

Res- Mun Alliance Sub-Grant



TOWNSHIP OF WILLINGBORO

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

August 4, 2003

Rev. Edwin Ellis 64 Regency Drive #101 Mt. Holly, New Jersey 08060

Dear Rev. Ellis:

Attached is a copy of Resolution No. 2003 - 103 adopted by Willingboro Township Council at their meeting of July 29^{th} regarding the Municipal Alliance Grant Agreement. Also attached is a fully executed copy of the required paperwork.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma Att.

cc: Ms. E. Johnson w/o attachment

WILLINGBORO MUNICIPAL ALLIANCE 1 SALEM ROAD WILLINGBORO, NEW JERSEY 08046

July 10, 2003



Burlington County Municipal Alliance Program Burlington County Office of Human Services Mount Holly, New Jersey 08016

Dear Sir:

Thank you so much for the opportunity to present our proposal for the Governor's Council on Alcoholism and Drug Abuse for the year 2004.

These funds will support the Community of Willingboro in its efforts to promote and implement programs that will help reduce alcoholism and drug abuse.

Again thank you.

Sincerely,

Rev. Dr. Edwin Ellis President, Willingboro Municipal Alliance

2004 UPDATE FOR MUNICIPAL ALLIANCE PROGRAM (Revised 1/97)

APPLICANT MUNICIPALITY: Willingboro

ALLIANCE NAME: Willingboro Municipal Alliance

DATE ESTABLISHED: 1988

ALLIANCE CHAIR PERSON: Rev. Edwin L. Ellis

ADDRESS: 1 Salem Rd. Willingboro, N.J 08046

TELEPHONE: (6 0 9) 702-9167	FAX:
Total Amount Requested (DEDR Funds)	\$ 20,000.00
Cash Match	\$ 5,500.00
In-Kind Match	\$ 16,525.00
TOTAL PROGRAM BUDGET (add DEDR, Cash & Inkind)	\$ 42,000.00

Willingboro Township MUNICIPALITY Willingboro Township MUNICIPALITY	Paul I. Stephenson Mayor NAME/TITLE OF GOVERNING BODY REPRESENTATIVE Denise Rose Township Manager NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE SIGNATURE
MUNICIPALITY	NAME/TITLE OF GOVERNING SIGNATURE BODY REPRESENTANVE
Rox. II. Edwin Ellis ALLIANCE CHAIRPERSON	Rev II. Edwin Ellis 7-10-03 SIGNATURE DATE

Name of Member	Home Address	Term	Representing
Ida Peace	113 Crestview Drive W'Boro, NJ 08046	2002	Chamber of Commerce
Jessie Green	39 East Stokes Rd W'Boro, NJ 08046	2002	Willingboro Board of Education
Anne Richardson	80 Evergreen Drive W'Boro, NJ 08046	2002	Public Member
Barbara Jenkins	26 Tallwood Lane W'Boro, NJ 08046	2002	Public Member
Loretta Battis	12 Boxwood Lane W'Boro, NJ 08046	2002	Public Member
Joyce Perry	15 Countryclub road W'Boro, NJ 08046	2002	Public Member
Joanne Diggs	One Salem Road W"boro, NJ 08046	2002	Governing Body
Dr. Paul Stephenson	One Salem Road W'Boro, NJ 08046	2002	Governing Body / Mayor

.

ALLIANCE NAME MEMBERSHIP LIST

Name of Member	Home Address	Term	Representing
Reva Foster	JFK Way Center W'Boro, NJ 08046	2002	Senior Citizen Director
Theresa Owen	122 Harrington W'Boro, NJ 08046	2002	Public Member
Judith Burgess		2002	Willingboro Board of Education
Eleanor Johnson	48 Edison Lane W"Boro, NJ 08046	2002	Willingboro Board of Education
Amanda M. Koon Eta Phi Beta Sorority	7 Tillman Place W"Boro, NJ 08046	2002	Civic Organization
Rev. Dr. Edwin Ellis	64 Regency Drive Mt. Holly, NJ 08060	2002	Clergy
Jesse Epps AFL-CIO	11 Crestview Court W"Boro, NJ 08046	2002	Labor Union
Wayne Brown			Media
		2002	

ALLIANCE NAME MEMBERSHIP LIST

Name of Member	Home Address	Term	Representing
Rev. E. Snell	4 Needle Point W'Boro, NJ 08046	2002	Public Member / Clergy
Malvina Slater.	1 Hawley Way W'Boro, NJ 08046	2002	Public Member
Jacqueline Jennings	169 Club House Dr. W'Boro, NJ 08046	2002	Public Member
Jazzi A. Koon	81 Crestview Drive W"Boro, NJ 08046		Youth Member
Kashanna Hickson	70 Cardada a 1 I	2002	N. d.M. d.
Kashanna Fiickson	72 Gardenbrook Lane W'Boro, NJ 08046	2002	Youth Member
Vacant			Tarad Carry Survey
v acant		2002	Local Court System

Chapter 5

Municipal Alliance RFP

Prevention Unification Version June 2004

MUNICIPAL ALLIANCE BUDGET JUSTIFICATION FORM AFRI-FEMALE INSTITUTE, INC,

Please include supp		l hreakdow	n of travel sunn	lies printing	postage,
equipment, rent and	ODC cell amounts	on page 5-3	ii Oi iiavei, supp 33 that exceed \$	nies, printing 500 00 if additi	postage, on
space is needed, ple	ase attach pages.	on page 5-	O tilat exceed \$	Sould if additi	OII
Program Expenses		Amou	ınt Requested	IN-Kind	
Stipends for Training	Coordinators	\$	1,000.00	\$ 1,000.00	
Stipends for Teen Pe	er Leaders	\$	500.00	\$ 500.00	
Names: Beverly Lynd	ch, Conda Lewis, P	atricia Harv	ey, Lance Mitch	ell, Pamela Co	oper
Total Stipends		\$	1,500.00		
Expenses					
Chart of Accounts					
Instructional Supplies					
Arts and Craft etc.		\$	-	\$ 200.00	
Mataerial Books					
Work books, Videos	············				
Total Instructional S	upplies	\$	-		
General Supplies					
pens, pencils, staples	etc	\$	40.00		
Rental of facility	, GIG	\$	1,500.00		
Rental of Enfocous ma	achine	\$	150.00		
Total General Suppli		\$	1,690.00		
толи основи опрри		Ψ	1,030.00		
Teen Summit					
Food for 62 teens atte	ndina	-			
sessions Breakfast &		\$	700.00	\$ 700.00	
Total food for Teen S		\$	700.00	 	
Transportation					
Rides to and from acti	vities	\$	1,200.00	\$ 1,200.00	
Total Transpotation		\$	1,200.00		
Advertising		\$	150.00	\$ 150.00	
Media		\$	300.00		
Brocures, Posters, Fly	ers				
Total Advertising		\$	450.00		
Postage					
Stamps Etc.		\$	200.00	\$ 136.00	
Total Postage		\$	200.00		
Photography					
Photography					
Film		\$	75.00	\$ 75.00	
Processing Total Photography		\$	140.00	\$ 140.00	
i otal Filotography		\$	215.00		
Total Requested		<u> </u>	6 255 00		-
Total In-Kind		\$	6,355.00	\$4,101.00	

MUNICIPAL ALLIANCE BUDGET JUSTIFICATION FORM PEER LEADERSHIP

lease include supply list of categorical quipment, rent and ODC cell amounts	on page 5-33 that exc	ceed \$	500.00 if addit	ion
pace is needed, please attach pages.				
Program Expenses	Amount Reques	<u>sted</u>	IN-Kind	
Stipends for Guest speakers	1,000	00	1,000.00	
Fraining Coordinators			1,000.00	
Fotal Stipends				
Total Superius .	\$ 1,000.	<u>UU</u>		
Expenses				
Chart of Accounts				
nstructional Supplies				
workbooks				
Material/ videos, posters	\$ 716.	00	\$ 716.00	
Total Instructional Supplies	\$ 716.	00		
- our mondonal cupplies	710.	.00		
General Supplies				
Pens	\$ 20.			
Pencils .	. \$ 20.			
Markers	\$ 20.			
Rental Enfoucous Machine	\$ 110.			
Red Ribbons and Pins	\$ 800.			
Tee-Shirts, Plaques, Certificates Total General Supplies	\$ 1,000.			
Total General Supplies	\$ 2,010.	.00		
Meals for 3 session	\$ 800	.00	\$1,200.00	
and Community persons attending			4 .,	
session lunch or light dinner				
300 to 400 community people attending				
Total for meals	\$ 800	.00	\$1,200.00	
Postage	\$ 100	.00		
Stamps Etc.			\$ 100.00	
Copies				
Total for Postage/Copies	\$ 100	.00		
Photography				
Film	\$ 100	.00	\$ 100.00	
Processing		0.00	\$ 140.00	
		İ		
Total Photography	\$ 240	.00		
TOTAL REQUESTED	\$ 4,866	00		
TOTAL IN-KIND	Ψ 4,000		\$ 4,456.00	

BUDGET JUSTIFICATION FORM

*Please include supply list of categorical breakdown of travel, supplies, printing/postage, equipment, rent and ODC cell amounts on page 5-33 that exceed \$500.00

If additional space is needed, please attach pages

ACTIVITY	LINE ITEM	AMOUNT	JUSTIFICATION
		REQUESTED	JOSTILICATION
Teen Summit	Rental of Facility	\$2,697.50	In the budget for last
		, , , , , , , , , , , , , , , , , , , ,	year there were a
		'	shortfall in the rental
			of facilities. We had
			123 teens attend our
•			teen summit. This
			year we expect at least
			150 teens to attend.
			Last year we were
			able to pay \$20.00 per
			teen per night. We
			expect this figure to
			rise substantially in
			2003 due to having to
Teen Summit	Food	\$700 OO	move to a larger
1 cen summi	rood	\$700.00	facility.
			Budget shortfall for
e ,		,	food in 2002. Teens
			were given three
			meals a day during the
			two day Summit that
			consisted of five
			meals and snacks. A
			banquet on Saturday
•			evening provided for
		·	family members of
			teens.
Teen Summit	Transportation	\$1,200.00	
			Some of our teens
			were driven to and
			from teen summit.
			This enabled us to
		TOTAL	provide service to
		REQUESTED	more teens.
		\$4,597.50	
<u> </u>		34,377.30	f

Municipal Alliance Budget Justification Form

	Low Neig	hborhood Atta	chment	and Commun	ity Disor	ganization		
		٠						
lease include su	pply list of cat	egorical brea	kdown	of travel, sup	plies, pr	rinting	\postage,	
quipment, rent a	nd ODC cell a	mounts on pa	ige 5-33	that exceed	\$500.00	if addition	1	
pace is needed,	please attach	pages.						
]								
Program Expense	es		Amour	nt Requested	<u>IN-I</u>	Kind		
Stipend for Guest S	Speakers	·	\$	2,500.00	\$	3,000.00		
			<u> </u>	•			•	
	<u> </u>						•	
Total Stipends			\$	2,500.00				
Expenses								
Chart of Accounts								
In a tomo a tila on a 1 (2)	<i></i>							
Instructional Supp								
Materials, Video, F Work books	osters		-	-	-			<u> </u>
vvork books Total Instruction:	a) Cummilian		 _ _ _ 	4 000 00		•		
Total instruction	ai Supplies	•	\$	1,000.00				
General Supplies			ļ.,					ı
Tee-Shirts, Plaque			\$	1,500.00	\$	500.00		
Red Ribbons, Per	is	-	\$	1,200.00				
Bags			\$	1,000.00	\$	200.00		
Rental of Enfouco	us		\$	150.00				
Rental of VCR		·	\$	75.00				
Total General Su	pplies		\$	3,025.00				
1/ / / 0.0					<u> </u>			
Meals for 3 Comn								
Meals for 400 or 5		<u> </u>	_				<u> </u>	
and Community p		ng		<u>`</u>	1			
session lunch or l	ignt dinner			4 500 00	-	4 000 00		
Total for meals			\$	1,500.00	\$	1,200.00		
<u>Postage</u>	•							
Stamps Etc.			.\$.	100.00		100.00		
Total Postages			\$	100.00				
						•		
<u>Advertising</u>								
Media		•	\$.	350.00		•		
Copies, Brocures			\$	1,125.00		800.00)	
Total Advertisin	g		\$	1,475.00	-			
<u>Photography</u>								
Film			\$	200.00		\$ 200.00		
Processing			\$	200.00		\$ 200.0	0	
Labor stipends			\$	100.00)			
Total Photograp	hy	•	\$	500.00	2	•		
					·			
Total Requester	1		\$	10,100.00	2			
. otal . loquotto								

Municipal Alliance Budget Justification Form

	Willingboro U	Inity ATO	Community N	ewslet	ter		
Please include supply list	of categorical bi	reakdown	of travel, supp	olies,	printing	\postage,	
equipment, rent and ODC	cell amounts on	page 5-3	3 that exceed \$	500.0	0 if additi	on	
space is needed, please a		<u>. T</u>					
Program Expenses		Amour	t Requested	IN-	Kind		
				.			
Stiphend for coordinators		\$	_	\$	1,000.00		
	,						
·							
Total Stiphends	<u>\$</u>	.					
Expenses				\vdash			
Chart of Accounts							

				-			
Supplies		\$	400.00	\$	400.00		
Brocures, pamplets, copies		\$	1,500.00	\$	1,300.00		
Paper etc.				- -			
TOTAL SUPPLIES		\$	1,900.00		• •		
						<u> </u>	
Postage		\$	500.00				
TOTAL POSTAGE		\$	500.00				
		- '					
Photography		\$	600.00	\$	600.00		
Film				— 			
film development					,	1	
TOTAL PHOGOGRAPHY		\$	600.00	.		1.	
		<u> </u>					
TOTAL REQUESTED		\$	3,000.00	\$	3,300.00	7	
	<u> </u>	<u> </u>			3,000.00	-	1

Municipal Appliance Program Summary This sheet will be a summary of all activities proposed by the Alliance

Complete consultant form (5-35) and/or personnel form (5-36)	5-35) and/or persor		if DEDR funding is requested for consultant or personnel.	is requested for	r consultant or p	ersonnel.				
Include supply list and categorical breakdown for Travel, suppl	gorical breakdown	for Travel, suppli-	lies, printing, postage Equipment, rent and ODC request that exceeds \$500.00 see [age 5-34	age Equipment	rent and ODC	equest that exc	eds \$500,00 s	ee lage 5-34.		
Andirita Mamo	TOTAL	T III BNOS	TRAVEL	Sal iddi is	/DNITNING/	Advertise	PHOTO	ODC	CASH	ż
Activity Italia	DEDE	or Speakers			POSTAGE			MEALS &	MATCH	KIND
	REQUEST							SNACKS		
		•			£00.00	£	00 000	y	4 000 00	3.300.00
Willingboro Utility	3,000.00			1,800.00	00,000			>		
ATOD Community	-									
Newsletter										
					i					
			,							
Peer Leadership		-								
Training Orientation	\$ 4,866.00	\$ 1,000,00	₩	\$ 2,726.00	\$ 100,00	٠ د	\$ 240.00	\$ 800.00		\$ 4,456.00
Low Neighborhood										
Attachment and				- 1	.			-	00 002 7	-
Community	\$ 10,100.00	\$ 2,500.00	₩.	\$ 4,025.00	\$ 100.00	\$ 1,475.00	\$ 500.00	1,500.00	4,500.00	\$ 6,200.00
Disorganization										
Afri-Female Rites of										
Passage Programs	\$ 1,757.50	\$ 500,00	\$ 700.00	\$ 1,090.00	\$ 100.00	\$ 150.00	\$ 107.50	, •		\$ 2,000.00
						-				· ·
		_		- 1						00 404 00
Afri-Female Teen	\$ 3,097.50	\$ 1,000.00	\$ 500,00	\$ 1,000.00	100.00	300.00	DG'/DI	00.00		
Summit and		•								
Facility Rental	\$ 1,500.00									
]	- 1	- [00000	4 025 00	4 4 4 4 4 0 0	3,000,00	5 500 00	\$ 16.257.00
TOTAL	\$ 24,321,00	00,000,00	חיתמסיו	00,147,01	900.000 e	Ш	Ш	П	\parallel	Ш

MATCH SUMMARY PLAN

Please provide a detailed summary of your plan to raise:

A. Hard Cash Match

1.	Anniversary Banquet	\$2	,000.00
2.	Gospel Festival	\$1	,500.00
3.	Jazz Dinner Dance	\$2	,500.00
4.	Skating Party for Youth & Adults/Senior Citizens' Mardi Gras	\$	500.00
5.	International Dinner (Extra Activity)		
6.	Spirituality and Soup Program (Extra Activity)		

* Total \$6,500.00

B. In-kind Match

1.	Businesses, Organizations and Individuals	\$3,000.00
2.	Alliance Members' Volunteer Hours	\$4,000.00
3.	Meeting Facilities at JFK Building	\$ 700.00
4.	Community Volunteers' Hours	\$2,000.00
5.	Storage and Archive of Alliance Material	\$2,000.00
6.	Travel and Miscellaneous Expenses and Supplies	\$1,500.00
7.	Township Municipal Govt. Finance Department	\$3,325.00
8.	Printing and Postage	\$1,000.00

* Total \$17,525.00 Overall Total \$24,025.00

The aggregate amount of the reflected hard cash match and in-kind match are more than the requisite 25% of the funds being awarded. In anticipation (respectfully) of additional funds being granted.

STATEMENT OF ASSURANCES

- 1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
- 2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
- 3. The activities proposed herein identify and address identified risk factors.
- 4. The Municipal Alliance Committee has been consulted in the development of this application.
- 5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
- 6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
- 7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
- 8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
- 9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
- 10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
- 11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
- 12. The municipality shall provide a plan to the County Alliance Steering Subcommittee to the use of unused or accrued portions of the grant. If such a plan is not presented and accepted, the municipality shall return those funds to the Governor's Council on Alcoholism and Drug Abuse.
- 13. The facts, figures and representations made in this application, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

Representative of Munici	pal Governing Body:		
Willingbor Twp. Municipality	Paul L. Stephenson, Mayor Name/Title	Signature	8/2/73 Date
	Denise Rose, Manager	Llewell Brown	7/30/03
Municipality	Name/Title	Signature	Date
Chairperson of Municipa	l Alliance Committee:		
	Rev. Iv. Edwin Ellis	Per II. Edwin Ellia	7-10-03
	Name	Signature	Date

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

- 1. The applicant agrees to repay any portion of the amount granted which is not used for the purpose of the grant.
- 2. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
- 3. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
- 4. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
- 5. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
- 6. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
- 7. In the event the applicant fails to generate matching funds at the end of the contract period, the applicant shall submit documentation explaining the failure.
- 8. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
- 9. The municipality or lead municipality will maintain information required about cash and in-kind match.

Paul L. Stephenson, Mayor	Saul & Styllenson
Name/Title of Governing Representative	Signature
Denise Rose, Manager	Denise M Grood
Name/Title of Governing Representative	Signature
Name/Title of Governing Representative	Signature
Name/Title of Governing Representative	Signature

RESOLUTION NO. 2003-104

A RESOLUTION AWARDING A BID FOR A 2004 HEAVY DUTY SPECIAL OPERATIONS & SWAT VEHICLE

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the purchase and outfitting of a Heavy Duty Special Operations and SWAT vehicle; 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 SIRCHIE, PO Box 789, 612 Gravelly Hollow Road, Medford, New Jersey in the amount of \$116,414.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of July, 2003, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

Township Clerk

Certification Of Availability of Funds

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

Resolution Date: 08/05/03 Resolution Number: 2003-104

Vendor: SIRCHIE SIRCHIE

PO BOX 789

612 GRAVELLY HOLLOW RD

MEDFORD, NJ

Contract: 03-00006 SIRCHIE-SWAT VEHICLE & HEAVY

& HEAVY DUTY SPECIAL OPERATION

Account Number Amount Department

G-02-41-715-000-299 116,414.00 EMT GRANT

Total 116,414.00

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 Police Department Willingboro, New Jersey 08046

MEMORANDUM



To:

Ramona L. Barrientos, Administrative Clerk

From:

Capt. Jim Evans

Date:

July 15, 2003

Subject:

SWAT Vehicle Bid

I have reviewed the bid specifications you provided me from SIRCHIE. The specifications appear to be correct. I am recommending we accept the bid as submitted and proceed with the acquisition process.

Thank you for your time and assistance in the preparation procedures in this project. It is greatly appreciated.

Capt. Jim Evans

Patrol Division Commander

Cc: Director Braxton

OK Dul

S: Denise Rose, Top Mgs. Please ascept Vid, ger artocked.

> Shark you, Zamma L Saccerdor 1/22/03

Purchase and Outfitting Heavy Duty Special Operations and SWAT Vehicle

Bid Opening July 10, 2003 at 10:30 AM by Marie Annese, Twp. Clerk. Present were Ms. R. Barrientos and a representative from Sirchie.

Twenty-two bid packages sent out - one return.

BIDDERS: SIRCHIE, Medford, N. J.

Bid Price: \$116,414.00

Options/

Exceptions 2004 Model Year Ford Chassis

Overall Delivery Estimate 150 – 210 days

Bid Requirements:

Bid Guarantee
Cert. Consent of Surety
Disclosure Statement
Yes

Non-Collusion Affirmative Action Other / Cert. of Emp. Info. Rep.

Yes Yes



Evidence Collection Vehicles

Surveillance Vehicles

- Prisoner Transport Vehicles
- Mobile Command Centers
- SWAT Vehicles
- Bomb Response Vehicles

July 8, 2003

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

Attn: Marie Annese, RMC

Township Clerk

Ref: Bid Proposal for: Police - SWAT Vehicle

Outfitting Heavy Duty Special Operations

Dear Ms. Annese,

We are pleased to submit our bid for One (1) Police – SWAT Vehicle – Outfitting Heavy Duty Operations. Concerning our bid, we would like to provide the following requested information.

Specifications / Design Drawings:

We have reviewed the bid specifications and recognize them as a modified version of our Model SWAT9000HD, SWAT Vehicle. We have noted the changes that have been made to tailor the vehicle to the requirements of the Township. Our bid is based on our supply of the vehicle complete as requested and with no exceptions.

As required by the bid, we have developed and enclosed design drawings that depict how the vehicle will be constructed to meet the specifications. Please note that this includes the four (4) Dry Erase Marker Boards listed on page 10 of the specifications. The four (4) units will be supplied as follows:

One (1) unit 96" long x 30" high mounted over Driver Side Bench.

Two (2) units 48" long x 30" high mounted in removable frame over Passenger Side Bench.

One (1) unit 30" long x 18" high mounted in removable frame at Operation Desk.





- Evidence Collection Vehicles
- Surveillance Vehicles
- Prisoner Transport Vehicles
- Mobile Command Centers
- SWAT Vehicles
- Bomb Response Vehicles

Price:

The cost for a 2004 model year SWAT Vehicle complete as required by the bid is:

2004 SWAT Vehicle	\$ 116,414.00
Performance Bond Cost	\$ 842.40
Total Cost with Performance Bond	\$ 117.256.40

We noted in the bid documents that a 100% Performance Bond is requested for this project. Should the Township wish to waive this requirement, our cost of \$842.40 for the bond can be deducted from the above quoted total price.

Model Year / Delivery:

We estimate our completion of the SWAT Vehicle to be 30-60 days from our receipt of the Ford Chassis with Grumman Route Star Body. Our receipt of the 2004 model year chassis and overall delivery time line is:

2004 Model Year Ford Chassis -		
Delivered to Grumman	90 – 1	120 days
Grumman Body Installation	30 —	60 days
Sirchie Conversion		
建筑 "不是是"的人物或自己的数据。		2
Overall Delivery Estimate	150 -	210 days

Please note that the 2003 Ford model year has closed and production of 2004 model year vehicles is scheduled to begin on September 15th. The above delivery time line is based on this information.

We must quote our delivery in this manner as we cannot control work actions, strikes, or shortages at the Ford Motor Company or Grumman Olson Body Company levels.





- Evidence Collection Vehicles
- Surveillance Vehicles
- Prisoner Transport Vehicles
- Mobile Command Centers
- SWAT Vehicles
- Bomb Response Vehicles

General:

The Vehicle Division of Sirchie Laboratories is housed in a 22,000 square foot facility in Medford, New Jersey. The facility is solely dedicated to the construction of Special Purpose Police Vehicles and their related equipment. Our manufacturing and training facility has full Sheet Metal, Welding, Wood Working (Formica), Upholstery, Electronics and Fabrication shops that produce 90-95% of all items installed in the vehicles we manufacture. It is this in-house concept of production that allows us to produce vehicles to the many varied requirements of our customers.

I hope our offer provides the information you require to evaluate our bid. Should you however have any questions, or if I can be of any assistance, don't hesitate to contact me directly.

Sincerely yours,

SIRCHIE FINGER PRINT LABS., INC.

Anthony A. Saggiom'o Vice President/CEO Vehicle Division

id: 08046-bidltr c:\...\jul-03





- Evidence Collection Vehicles
- Surveillance Vehicles
- Prisoner Transport Vehicles
- Command / Communications Vehicles

REVISED 7/95 ID:SIRCHIE C:\...\WARRANTY

SIRCHIE VEHICLE

LIMITED WARRANTY

Basic Vehicle

The Standard Warranty for the vehicle as issued by the manufacturer (Chevrolet, Chrysler or Ford) will be in effect and will be serviced by the local manufacturer's dealer.

Exterior Body

Sirchie Finger Print Laboratories to assume responsibility regarding workmanship and materials affected by our addition of equipment or alterations for a period of one (1) year.

Interior Vehicle

Cabinetry/ Structures

Sirchie Finger Print Laboratories assumes all responsibility for the appearance and functioning of cabinetry or structures manufactured and installed by Sirchie for a period of one (1) year.

Installed Vehicle Equipment

Sirchie Finger Print Laboratories assumes responsibility either singly or jointly with the original manufacturer of other installed equipment where the product or part has been utilized or modified for use in the vehicle. This shall be for the period of time as outlined by the original manufacturer of the installed equipment or for a period of one year, whichever comes first.

This limited warranty shall not apply if the Sirchie Product has been damaged by unreasonable or improper use, accident, negligence, inadequate maintenance, service or modification by anyone other than Sirchie authorized personnel, or by any causes unrelated to defective materials or workmanship.



SPECIAL RESPONSE VEHICLES



SWAT VEHICLES

BOMB RESPONSE

HOSTAGE NEGOTIATIONS

UNDERWATER RECOVERY





SIRCI-IE VEHICLE DIVISION

WILLINGBORO TOWNSHIP POLICE DEPARTMENT

PROJECT FOR THE PURCHASE AND OUTFITTING OF A HEAVY DUTY SPECIAL OPERATIONS AND SWAT VEHICLE

PROJECT NO. WPD: 2003-SW-0001

DATED: 2/24/2003

OVERVIEW:

The following specifications outline the minimum requirements for a custom manufactured Special Operations Vehicle to be utilized by the Willingboro Township Police Department. The vehicle will be utilized in the most severe of conditions and must be designed and constructed for its intended use. While all efforts have been made to fully detail the construction materials, methods, and equipment required to accomplish this task, it remains the vendor's responsibility to choose components that will provide maximum performance, service life, and safety and not just meet the minimum requirements. The vehicle is to be designed and constructed to provide a minimum 10 year life expectancy. Considering the weight and size of Tactical Response and Emergency Service equipment involved in a vehicle of this nature metal cabinetry with structural steel framework is required. Offers submitted and based on the use of lighter duty wooden cabinetry construction will not be considered. Any item necessary for the normal and intended use will supplied by the vendor even if it is not fully detailed by the specifications.

Questions regarding the specifications and components should be directed to Lt. Gerald Valenta or Sgt. Kenneth Strother of the Willingboro Police Department, phone: 609-877-3001.

DESIGN / ENGINEERING DRAWINGS:

The vehicle to be provided is to be constructed and designed so that it can quickly and effectively respond to a wide variety of emergency scenes. To accomplish this task the cabinetry will be sized to house department supplied equipment. Dimensions for the equipment that will be housed in the vehicle are provided to assist in the development of the cabinetry layout. General bulk storage cabinets that are not specially sized for this application will not be accepted.

To ensure that the vehicle to be supplied meets the design requirements, a minimum of three (3) engineering drawings will be provided by the bidder and consist of one (1) overhead, one (1) passenger side, and one (1) driver's side view. The side views will provide a pictorial layout of the compartmentalized storage design and designate equipment storage areas. Additional views as required to provide further detail on any special accommodation or feature will also be supplied.

BONA FIDE MANUFACTURER:

Any vendor submitting an offer for this project must have an established permanency in the construction of vehicles of the same type as specified. It is not the intent of Willingboro Township to purchase experimental and/or untested systems or vehicles that are normally constructed for recreational, commercial display, or any use other than Emergency Response applications.

REFERENCES:

References must be provided and be submitted at time of bid opening. References from Law Enforcement agencies that have current vehicles of the same or similar construction and which have been delivered within the past five (5) years must be submitted with the bid package.

All references must contain:

Agency Name and full address Contract or Purchase Order Number Agency or Contract Point with Telephone Number and Fax Number Amount of Contract Date(s) of delivery of vehicle to Agency

DESCRIPTIVE LITERATURE/BROCHURES:

Descriptive literature and/or brochures with pictures of vehicles featuring the same or similar constructive design, materials, and layout as requested for this project must be provided. This material is in addition to the requested engineering drawings, which are to be specific for the Willingboro Township Police Department.

HEAVY DUTY SPECIAL OPERATIONS AND SWAT VEHICLE

SPECIFICATIONS

VEHICLE SPECIFICATIONS

CHASSIS

- Ford Model E-450 Super Duty Commercial Strip Chassis (or equal)
- 176 Inch Wheelbase Minimum
- 6.8 Litre E.F.I. V-10 Engine with "Fall Safe" Cooling System
- 55 Gallon Fuel Tank
- Super Engine Cooling including increased cooling capacity Radiator & Clutch
 Type Fan
- 4 Speed Automatic Transmission with Overdrive
- Power Steering
- Power Disc Brakes with 4 wheel Anti-Lock
- Air Conditioning Cab
- Fresh Air Heater and Defroster Cab
- 130 Amp Alternator
- Maintenance Free 72 Ampere Hour 650 CCA (minimum) Main Battery
- Heavy Duty Auxiliary Maintenance Free Battery

SUSPENSION

- 14,050 LB. GVWR
- Twin I Beam Suspension
- Heavy Duty Shocks

VEHICLE SPECIFICATIONS

WHEELS AND TIRES

- Dual Rear Wheels
- LT 225/75RX16E BSW All Season Tires
- Stainless Steel "Chrome Rim Simulators"

CAB

- Dual Vel-Vac (or equal) Side Mirrors
- High back Bucket type Driver's Seat FMVSS Approved with Seatbelts
- Jump Seat Passenger Side
- Gauges Voltmeter, Engine Temperature, Oil Pressure, Speedometer
- Two Speed Windshield Wiper with Intermittent feature
- AM/FM Stereo with Clock

BODY – Grumman Route Star (or equal)

- 18' Minimum Work Area Length
- 84" Minimum Interior Height
- 91" Load Space Width
- 1/8" Strain Hardened smooth aluminum side panels
- One piece aluminum roof skin interlocked to side rails
- Full Width Rear Step Bumper 12" Deep with Grating and Kidneys
- Rear Step Lights door operable with override switch
- Extruded Aluminum Floor with interlocking Planks
- 58" Wide Rear Doors with 12" x 17" Windows with external lock and internal override
- Inside of Doors lined with Aluminum .040 skins

VEHICLE DIMENSIONS

(Dimensions listed are for the base vehicle prior to the addition of equipment or options)

- Ext. Overall Length 27"
- Ext. Overall Width 96"

- Ext. Overall Height 110.0"
- Work Area Length 216"
- Lab Area Width 91"
- Work Area Height Floor to Roof 84"

CONVERSION-SPECIFICATIONS / EXTERIOR

- Four (4) Whelen Model 810CAOZR Floodlights (or equal) with 26 degrees angle optics Two (2) on each side.
- Six (6) Whelen Model 810CAARR Red Flashing Lights (or equal) Two (2) on each side and two (2) rear mounted.
- One (1) Whelen Model UFM8 Heavy Duty Solid State Flasher (or equal)
 mounted in vehicle and accessible for service.
- Two (2) Whelen Model 81EC20RU (or equal) Strobe Lights front mounted in corners over windshield.
- One (1) Whelen Model EC20CU (or equal) Strobe Light mounted in center over windshield.
- One (1) Whelen Model UP5158 (or equal) Strobe Power Supply.
- Two (2) Whelen (or equal) Front Marker Mounted Strobe Lights, Model GEICZORU.
- Two (2) Whelen Grille Mounted Strobe Lights, Model GRLSTRRI (or equal).

Generator Compartment Access Door manufactured of .090 minimum thick 3033 aluminum with channel bend ends all sides. 152 (minimum) louvers $2 - \frac{3}{4}$ " (minimum) wide to provide proper rated airflow as designated by generator manufacturer. Box pan frame with 45-degree chamber corners mounted with stainless steel hardware.

Generator Door mounted to frame at lower edge with stainless steel continues "Piano Hinge" Door secured closed with lockable vise action compression latch equipped with 302 stainless steel tension spring with adjustable grip range of 1.53" to 2.15". Non adjustable slam type latches and locks not acceptable.

Two (2) Exterior mounted storage boxes constructed of minimum .125" 5052H32 brushed satin #2 finish marine grade aluminum. Units are sized to utilized the maximum space available in the undercarriage of the vehicle.

- ➤ Box Pan Door construction mounted over interior integral rain gutter.
- ➤ Door mounted with minimum .070 thick stainless steel hinge with ¼" pin and 3/8" maximum knuckle.
- > Stainless Steel Two point securing T-handle.
- ➤ Vise action lockable compression latch. All boxes keyed same as Generator Access Door.
- > All mounting hardware to be stainless steel.

Custom Hand Painted or Vinyl Lettering and Mid-stripe to match existing Department colors and layout. Department supplied door decals and/or logos will be provided for factory installation. Department to provide required wording. Vendor to provide computer generated layout for approval.

CUSTOMIZED INTERIOR CONFIGURATION

All walls and ceiling areas insulated with 1" thick minimum automotive fiberglass secured in place with sprayed in adhesive.

Vehicle walls of ½" (minimum) AC grade exterior plywood secured in place with screws spaced no more than 16" apart. General wall areas finished in pebble grain FRP laminate.

Contoured, Color Coordinated, Fabric Wrapped Panels Installed at top of walls around Perimeter of Operations Area to provide access to installed wiring.

Floor leveled with minimum ½" exterior grade AC rated plywood. Finished with "Lonseal", Lonplate I, non slip flooring, Color #176, Pewter (or equal). All edges capped with aluminum trim attached with counter sunk screws.

Lab Ceiling finished in FRO surfaced fiber substrate panels secured to vehicle roof ribs via industrial grade aluminum rivets.

Equipment Storage Cabinets to be sized to house equipment currently in possession of the Willingboro Police Department. This equipment is to include

long guns, shotguns, ammunition, ballistic shields, ballistic vests, helmets, gas masks, etc.

Equipment and Gun Storage Cabinets to be of welded tubular steel frame construction of 1" x 1" x .060 (minimum) and 1" x 2" x .060 (minimum). Trim panels, shelves, and sides to be minimum .060 3003 H14 aluminum.

- All cabinets to have an industrial baked on polyurethane paint finish. Metal cabinets are to be degreased in a tricholotetheylene vapor wash, thoroughly dried and under coated with phosphoric etch primer.
- Final polyurethane paint finish to be applied in 2 coats (minimum) with final texture coat applied to a minim 2 mil. Thickness.
- Cabinet finish to be baked on in a convection type industrial oven at 160 degrees F (minimum).
- All doors for cabinets to be 3/4" thick minimum and finished in formica (or equal) laminate. Doors will be equipped with either lockable or non-lockable vise action positive latching mechanisms as designated for each specific cabinet. Latching mechanisms to have an adjustable minimum grip range of 1.53" to 2.15". Grip range to be factory adjusted at time of manufacture to prevent any rattle or looseness in doors.
- ➤ Doors are mounted to tubular steel framing via fully concealed face frame hinges. Self closing hinges are counter bore mounted to provide maximum strength.
- All hardware utilized on vehicle cabinetry to be heavy duty and designed for mobile applications. General light duty hardware, varnish finished decorative wooden doors or other general light duty materials are NOT acceptable.

A combination Gun Locker and Ammunition Storage Cabinet will be of Tubular steel frame design with finish panels of minimum .060 3003 H14 aluminum. Combination cabinet designed upper storage area with door for Misc. gear, shotguns, rifles, etc...and lower section with two drawers for ammunition, tear gas, etc...Door on cabinet equipped with non-lockable vise action latches.

Four (4) Tufloc (or equal) Model 72 Series, Weapon Storage Racks are installed in gun cabinet. Each rack measuring 18-1/4" W and designed to

house four (4) weapons each. Two (2) racks on wall to be stacked one above the other. These racks will house:

* Eight (8) H&K UMP 40's

Side mounted locks will house:

- * Four (4) Colt Submachine guns.
- * Three (3) AR-15 Rifles
- * One (1) Remington 870 shotgun with full stock.

Long Gun Storage Rack with retaining bar supplied and designed to house two (2) case mounted long rifles. Rack to be tubular steel frame design with dividers and end panels of .060 3003 H14 (minimum) aluminum.

One (1) Storage Rack designed to hold a department supplied ballistic shield.

A storage compartment for one (1) body shield equipped with retaining device.

Two (2) additional ammo storage drawers located under front corner of driver side bench seat.

Two (2) Heavy Duty 2 – Door Storage Cabinets of 25 cubic feet each minimum designed to house six (6) each Safariland Cover 6 Tactical Vests (minimum weight of 20 pounds each vest). Vest dimensions are 20"w X 6"d X 23-1/2" h. Each cabinet equipped with steel reinforced hanging rod for vests. Cabinets equipped with doors with non-locking vise action type positive latching mechanisms. Lowest 6" of cabinets to be equipped with aluminum perforated screening for air flow.

Twelve (12) lockable cabinets of 2 cubic feet each storage area. All cabinets to be keyed alike and be lined on lower shelf with 1/8" thick corrugated rubber matting.

Seven (7) Wall Mounted Aluminum Storage Cabinets, 34" wide X 12" high X 12" deep.

- Tapered front face design equipped with two piece sliding smoked Plexiglass doors mounted in clear anodized aluminum tracks.
- Doors equipped with high strength magnetic latch and recessed chrome plated finger cup.

One (1) Wall Mounted Book/Binder Storage Unit 30"x16"x12" (W, H, D) with front retaining lip.

Desk area with pencil drawer of steel frame construction and formica finished counter. Counter to have a 3" high back splash.

Bench seating of 20 lineal feet supplied. Seat frames of welded tubular steel construction. Front panels of 1/8" thick Aluminum Diamond Plate (minimum).

- Bench top to be minimum of 2" thick and finished in automotive fabric meeting FMVSS302 Standards. Color to match other interior appointments. Seat tops to be individually removable to access storage below.
- Wall mounted back rests supplied and of the same fabric finish as bench tops.
- Lap type seat belts supplied for twelve (12) occupants.

Two (2) roof mounted hand rails will be provided with one on each side of vehicle. Rails to run full length of work area.

An adjustable height roll around style office chair will be supplied for use at the desk area. Chair is to be sized for proper height for use at 32" high desk. Accommodations for securing chair at desk during transit will be provided. Four (4) Dry Erase marker Boards will be provided. One (1) unit to be 96" long x 30" high and permanently mounted to wall over driver side bench seat area, two (2) units, 48" long x 30" high each mounted in removable frame at desk area. Accommodations on exterior of vehicle for hanging of removable dry erase boards.

A 12V DC powered CO Alarm will be installed to monitor air conditions in the vehicle.

<u>VEHICLE POWER AND LIGHTING – 120V AC</u>

Vehicle's electrical system is to be designed to accept power and/or operate from either of two (2) 120V AC power sources. Source A will be a Shore Power/Dockside Power Connection. Source B will be an On-Board Installed Commercial/Industrial Generator. All components used for these installations will be heavy duty commercial/industrial rated and designed for extended and severe conditions operation. Recreational Vehicle or other non commercial rated components will not be accepted. All installations will be done to industry standards.

Onan Model 7.0 KW HGJAE-1912 (or equal) Commercial Industrial Generator with vacu-flow cooling. Installed in compliance with NEC article 551-30.

Independent Starting Battery for generator as recommended by generator manufacturer. Battery to be charged from vehicle when running.

Solid State Isolation Circuit (160 amp minimum rating) installed between vehicle battery and generator battery.

Generator to be fueled from vehicle fuel tank.

Shore Power 30 Amp / 120 Volt (3 wire) Power Input with spring loaded cover. To be corrosion resistant type designed for use in damp and wet locations.

Two (2) Service Entrance Circuit Breaker Boxes with resetable type circuit breakers (fuses are not acceptable). Boxes installed in accordance with NEC article 551-30 and 551-31.

Neutral Breaking Manual Transfer Switch for selection of shore power or generator power source.

Two (2) exterior mounted GFI protected 120V AC Duplex Outlets mounted at rear of vehicle. One (1) curb side and one (1) street side. Mounted in exterior rated, weather resistant housings with spring loaded covers.

Two (2) Power strips with six (6) positions.

One (1) Shore Power Connection Cord, 20' minimum length with twist lock connector mated to vehicle input.

Four (4) Overhead 4-foot, twin tube, 120 volt AC Fluorescent light fixtures with Diffusers. Diffusers secured in place via custom designed brackets.

12V DC AUXILIARY VEHICLE POWER AND LIGHTING:

Auxiliary Vehicle Battery to power all installed auxiliary 12V DC powered items.

Auxiliary Battery to be charged by vehicle alternator when engine is running.

Auxiliary 12V DC systems protected by Master Fuse(s) located at the Auxiliary Battery and by individual re-setteable Circuit Breaker/Switches individually rated for each branch circuit. (Fuse protection for branch circuits not acceptable).

Four (4) Thin Lite (or equal) 18" Red florescent Lights evenly spaced along vehicle interior.

Six (6) Thin Lite (or equal) 18" White florescent lights. Four (4) units to be ceiling mounted, One (1) unit at Desk area and One (1) unit in Gun Cabinet.

One (1) Kussumaul Model 091-74-12 (or equal), Automatic Multiple Battery Charging System with "Battery Saver" circuit.

• Unit to maintain charge of vehicle starting battery, auxiliary battery, and generator battery.

COMMUNICATIONS ACCOMMODATIONS:

Department supplied radio to be installed and powered from Auxiliary Battery System. Antenna to be roof mounted on vehicle box to provide maximum coverage.

Accommodations for department supplied Cellular Phone to be provided and include Roof Mounted (top of box) Antenna. Supplied antenna to be connected to a wall mount antenna and power outlet panel.

Mounting area for two (2) department supplied Radio Charger Racks with power.

CLIMATE CONTRAL

A Dometic Duotherm Model 600315, 321C (or equal) 13,500 BTU Rated Air Conditioner to be installed. Vehicle Roof reinforced via welded tubular steel frame at mounting location.

A 120Volt AC, 1500 Watt Space Heater with internal fan and an automatic thermal safety switch. Circulated heat stream type with cast aluminum safety heating grid Q Mark Model 3UG96 (or equal).

An Auxiliary Rear Heat and Air Conditioning System that utilizes the existing vehicle systems is installed to provide additional heat and air conditioning to the rear area.

• Auxiliary Rear Heat and Air Conditioning System has a 24,000 BTU minimum heat rating and a 13,000 BTU minimum air conditioning rating.

- Auxiliary System is mounted under bench seat with the air ducted to provide even distribution to the rear area.
- System features a secondary evaporator system that is dedicated to the rear area.
- All controls for the auxiliary system are conveniently dash mounted for operation by the driver.

Two (2) Roof Mounted Static Air Vents with maximum 4" protrusion above roof line. Units to feature contour, no-snag design. Static vents do not have to be opened or closed to be utilized.

Federal Model PA300 (or equal), Full Function Electronic Siren.

Federal Model MS100 (or equal), 100 Watt Grilled mounted speaker.

Fire Extinguisher, 5lb., ABC Dry Chemical Type. UL Approved and mounted in a spring loaded vehicle type bracket.

A rod mounted black fabric privacy curtain is mounted behind drivers seat.

Two (2) Insulated "Black Out" pads for rear door windows. Pads secuired by Velcro Fasteners and can be fully or partially removed. *END*

RESOLUTION NO. 2003 – 105

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 and paid 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 29th 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

ROY VEREEN 67 MELBOURNE LANE BLOCK 541 LOT 31 67 MELBOURNE LANE 100% EXEMPT	\$668.34
HAYGOOD, ROY & JENNIE 36 NORWOOD LANE BLOCK 1009 LOT 100 36 NORWOOD LANE 100% EXEMPT	817.69
ABN-AMRO MTG. GROUP 7159 CORKLAN DRIVE JACKSONVILLE, FLORIDA 32258 BLOCK 108 LOT 12 38 SHETLAND LANE PAID IN ERROR	769.82
EXECUTIVE TITLE ABSTRACT 106 J CENTRE BLVD. MARLTON, N.J. 08053 BLOCK 130 LOT 10 218 SOMERSET DRIVE OVERPAYMENT TAXES	462.21
EQUITY ONE, INC. 301 LIPPINCOTT DRIVE MARLTON, N.J. BLOCK 705 LOT 2 6 GALTON LANE OVERPAYMENT TAXES	671.44
RBP MD PC PENSION PLAN	222.30
BOX 623 – RONALD PITKOW BRISTOL, PA. 19007 BLOCK 131 LOT 15 222.30 225 SOMERSET DRIVE BLOCK 702	148.58
LOT 24 148.58 22 GAFFNEY LANE OVERPAYMENT TAXES	

RESOLUTION NO. 2003 - 106

WHEREAS, by Resolution No. 5, 2003, Willingboro Township Council established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this .29...day of .July...., 2003, that the list of meeting dates be amended as follows:

Cancel

August 5, 2003

Add

August 12, 2003

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

Paul L. Stephenson

Mayor

Attest:

Marie Annese, RMC

RESOLUTION NO. 2003- 107

RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE REAL ESTATE CONTRACT FOR THE PURCHASE OF PROPERTIES OF JOSEPH MALLON AND SANDRA STAMBAUGH

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

WHEREAS, Mr. Joseph Mallon and Ms. Sandra Stambaugh, former Township residents, have agreed to donate and/or sell at below market rates their vacant corner lot located on the Willingboro Tax Map as Lot 25 & 26, Block 701 and their Rancocas Creek property located on the Willingboro Tax Map as Lots 24 & 25, Block 1114; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of July 2003, that the Mayor and Township Clerk shall execute the Real Estate Contract for the Purchase of Lots 24 & 25, Block 1114 and 25 & 26, Block 701 on the Tax Map of the Township of Willingboro;

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Mr. Joseph Mallon and Ms. Sandra Stambaugh and the Finance Director for their information and attention.

Dr. Paul Stephenson, Mayor

ATTEST:

Marie Annese, RMC

RESOLUTION NO. 2003 - 108 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 7/29, 2003, that an Executive Session closed to the public shall be held on 7/29, 2003, at 7:55 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

Marie Annese, RMC

Township Clerk

ATTEST:

RESOLUTION NO. 2003 - 109

A RESOLUTION EXTENDING THE DATE FOR 2003 3RD QUARTER TAXES

WHEREAS, the Township Council of the Township of Willingboro has determined that it is impossible to send out the regular third quarter tax bills for 2003 in a timely fashion, for reasons beyond the control of the Township of Willingboro; and

WHEREAS, it is anticipated that the tax bills will be prepared and sent (mailed) to taxpayers on or before August 15, 2003; and

WHEREAS, the Township Council of the Township of Willingboro has determined that taxpayers are entitled to a reasonable extension of time to make the payments of the third quarter 2003 taxes, without the imposition of penalties;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of August, 2003, that the Treasurer of the Township of Willingboro be and hereby is authorized to accept payments of third quarter 2003 taxes not later than September 10, 2003, without the imposition of interest or penalties; and

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

Eddie Campbell, Jr.

Deputy Mayor

Attest:

Marie Annese, RMC

WILLINGBORO TOWNSHIP INTEROFFICE MEMO

DATE:

August 11, 2003

TO:

Denise Rose

FROM:

Joanne Diggs

SUBJECT:

Status of Tax Billing

The Extended Duplicated book was ready for pick up at 4:00 p.m. Friday August 8, 2003. We immediately retrieved it even though the Assessor has not signed. We arranged for our computer company to install the tape on our system on Saturday morning and we work all day to prove our system to the book. We found the discrepancies and made the necessary changes so that we would be ready to print bills this morning.

My plan is to have all original bills printed, folded, stuffed and mailed by Friday August 15, 2003. I recommend that the due date be September 10, 2003. This would give taxpayers the statuary 26 days to pay.

C. Marie Anesse

RESOLUTION NO. 2003 – 110

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND RESOLUTION TO RENEW

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the **Southern New Jersey Regional Employee Benefits Fund**, hereafter referred to as "FUND" as permitted by N.J.S.A. 11:15-3,17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

WHEREAS, the governing body of Willingboro Township, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the LOCAL UNIT hereby agrees as follows:

- I Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- II Will participate in the following type (s) of coverage (s):
 - a.) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- III Adopts and approves the FUND's Bylaws.
- IV. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED, that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

Page 2

Resolution No. 2003 - 108

- I. Approval of the LOCAL UNIT by the FUND
- II. Receipt from the LOCAL UNIT of a Resolution accepting assessment
- III. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND

Adopted levergeen

Deputy Mayor

Township Clerk

Attest:



TOWNSHIP OF WILLINGBORO

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

August 18, 2003

Mr. John Whitley, Account Manager PERMA Southern New Jersey Regional Employee Benefits Fund Park 80 West, Plaza One Saddle Brook, New Jersey 07663

Dear Ms. Whitley:

As per your letter of August 4th regarding continued membership in the Southern New Jersey Regional Employee Benefits for another three years, attached please find a certified copy of Resolution No. 2003 – 110 – Resolution to Renew and the completed Indemnity and Trust Agreement.

Thank you.

Sincerely,

Marie Annese, RMC Township Clerk

/ma

cc: Ms. Rose, Township Manager w/o attachments

Southern New Jersey Regional Employee Benefits Fund

Park 80 West, Plaza One Saddle Brook, NJ 07663 Telephone (201) 587-0555 Fax (201) 587-8662

HONORABLE MAYOR AND COUNCIL

August 4, 2003

Honorable Mayor & Council Willingboro Township 1 Salem Road Willingboro, NJ 08046 Attn: Administrator/Clerk

Re: Membership Renewal

Dear Honorable Mayor & Council:

Thank you for your continued membership in the Southern New Jersey Regional Employee Benefits Fund through December 31, 2003. To maintain your membership for another three years in the Fund, I have enclosed two sample documents for execution by your Municipality: 1) Resolution to Renew, 2) Indemnity & Trust Agreement.

To continue your respected membership, please execute the attached Resolution to Renew and the Indemnity & Trust Agreement and return to the Fund office no later than September 30, 2003.

Sincerely,

ger shi

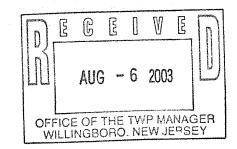
Southern New Jersey Regional Employee Benefits Fund

John Whitley, Account Manager

Public Entity Risk Management Administration, Inc. (PERMA)

Enclosure

cc: Fund Commissioner



SOLUTION NO.

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND

RESOLUTION to RENEW

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the Southern New Jersey Regional Employee Benefits Fund, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

WHEREAS, the governing body of _______, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a.) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND

ADOPTED:	
BY:	
MAYOR	
ATTEST:	
CLERK	

RESOLUTION NO. 2003 – 111

A RESOLUTION SUPPORTING CONTINUATION OF THE "PROPERTY TAX REIMBURSEMENT PROGRAM" AS INITIALLY CONTEMPLATED AND IMPLEMENTED AND SUPPORTING ASSEMBLY BILL 3627 INTRODUCED BY ASSEMBLYMAN JOE PENNACCHIO

WHEREAS, as the property tax burden increases under inflationary pressures, senior citizens on fixed incomes find it increasingly difficult to meet all of their financial obligations; and

WHEREAS, one of the favorable ways the State of New Jersey assisted Senior Citizens was to establish the "Property Tax Reimbursement Program", which froze property taxes by reimbursing qualified New Jersey resident property owners for property tax increases; and

WHEREAS, the State of New Jersey has decided that it could not afford to fund the "Property Tax Reimbursement Program" this year due to other fiscal priorities, thus eliminating the relief the State had previously instituted under this program; and

WHEREAS, Joe Pennacchio, Assemblyman of the 25th New Jersey legislative district has introduced legislation identified as A-3627, that strives to remove the income level eligibility to receive a homestead property tax reimbursement; and

WHEREAS, the Township of Willingboro values its Senior Citizens and desires to see them enjoy the benefits of the remedial purposes that gave rise to the original "Property Tax Reimbursement Program" as well as those that have inspired Assemblyman Pennacchio's legislation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 12th day of August, 2003, that

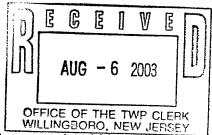
- 1. The State of New Jersey is hereby urged to return to the original "Property Tax Reimbursement Program" and restore the necessary funding to make this possible for our Senior Citizens.
- 2. The Township of Willingboro hereby communicates its support of Assembly Bill A-3627 introduced by Joe Pennacchio, Assemblyman of the 26th Legislative District, which would render more Senior Citizens eligible for a property tax freeze.
- 3. The Clerk is directed to forward a copy of this resolution to the office of the Honorable James McGreevey, Governor of the State of New Jersey.

Attest:

Marie Annese, RMC Township Clerk Deputy Mayor

Seniors for Property Tax Relief

30 Colfax Avenue + Pompton, Lakes, NJ 07442 973-835-4517 + E-mail Ellis@EllisMarples.com



Dear Mayor,

We seniors have worked hard all of our lives and now when we should be able to enjoy our leisure time without worry, we find our retirement under attack by escalating property taxes. Although the high cost of property taxes affects all home owners in New Jersey it is particularity painful to those of us senior citizens who live on fixed incomes.

I am proud to be able to support recently introduced Assembly Bill **A-3627** introduced by **Assemblyman Joe Pennacchio** of the 26th NJ Legislative District. This critical legislation will allow all senior citizens in the state to participate in the property tax freeze program.

Please support this important by having your town pass a Resolution in support of **A-3627**. Seniors can't afford to wait any longer.

If you need further assistance please contact Councilman Ellis L. Marples at the 973-835-4517 or by email at Ellis@EllisMarples.com.

Sincerely,

Joseph Tummino Pompton Lakes, NJ

Senior Citizen's Advocate

A RESOLUTION SUPPORTING CONTINUATION OF THE "PROPERTY TAX REIMBURSEMENT PROGRAM" AS INITIALLY CONTEMPLATED AND IMPLEMENTED AND SUPPORTING ASSEMBLY BILL 3627 INTRODUCED BY ASSEMBLYMAN JOE PENNACCHIO

senior citizens on fixed incomes find it increasingly difficult to meet all of their financial WHEREAS, as the property tax burden increases under inflationary pressures, obligations; and

property taxes by reimbursing qualified New Jersey resident property owners for property WHEREAS, one of the favorable ways the State of New Jersey assisted Senior Citizens was to establish the "Property Tax Reimbursement Program", which froze tax increases; and

WHEREAS, the State of New Jersey has decided that it could not afford to fund the "Property Tax Reimbursement Program" this year due to other fiscal priorities, thus eliminating the relief the State had previously instituted under this program; and WHEREAS, Joe Pennacchio, Assemblyman of the 26th New Jersey legislative district has introduced legislation identified as A-3627, that strives to remove the income level eligibility to receive a homestead property tax reimbursement; and

desires to see them enjoy the benefits of the remedial purposes that gave rise to the original "Property Tax Reimbursement Program" as well as those that have inspired WHEREAS, the Borough of Pompton Lakes values its Senior Citizens and Assemblyman Pennacchio's legislation.

NOW, THEREFORE, IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF POMPTON LAKES THAT:

- The State of New Jersey is hereby urged to return to the original "Property Tax Reimbursement Program" and restore the necessary funding to make this possible for our Senior Citizens.
 - The Borough hereby communicates its support of Assembly Bill A-3627 introduced by Joe Pennacchio, Assemblyman of the 26th Legislative District, which would render more Senior Citizens eligible for a property
- Acting Deputy Clerk Lawrence P. Pollex is hereby directed to forward McGreevey, Governor of the State of New Jersey and the Honorable representatives of the 26th Assembly District. copies of this Resolution to the offices of the Honorable James

JOHNYHURRIN, MAYOR

APPROVED

ATTEST:

LAWRENCE P. POLLEX, ACTING DEPUTY CLERK

DATED: June 11, 2003

RESOLUTION NO. 2003 - 112 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 8/12, 2003, that an Executive Session closed to the public shall be held on 8/12, 2003, at 7:50 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Paul L. Stephenson, Mayor

Alle Campbell

Marie Annese, RMC