

RESOLUTION NO. 2001 – 121

A RESOLUTION OF THE TOWNSHIP COUNCIL  
ASKING NJDOT FOR FAVORABLE CONSIDERATION  
TO THE HIGHWAY ACCESS PERMIT APPLICATION  
SUBMITTED BY COMMERCE BANK.

WHEREAS, the Township Council has learned that Commerce Bank has applied to the New Jersey Department of Transportation for a Highway Access Permit to permit an opening on Route 130 for access to the bank development taking place at the intersection of Route 130 and Levitt Parkway; and


WHEREAS, the Township Council considers that the request submitted by Commerce Bank is a reasonable request and reflects the fact that every other bank located on Route 130 in Willingboro has direct access to Route 130, including First Union (Wachovia) Bank, Fleet Bank and the newly proposed office of Farmers and Mechanics Bank; and

WHEREAS, the redevelopment of the area of Route ~~130~~ between Van Sciver Parkway and Levitt Parkway will result in the consolidation of two major access points into a single major access point to the redeveloped Town Center,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of September, 2001, that the Township Council urges the New Jersey Department of Transportation to give favorable consideration to the Highway Access Permit application submitted by Commerce Bank; and

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be provided to the Commissioner of the New Jersey Department of Transportation; Senator Diane Allen, Assemblyman Herbert C. Conaway, Jr., Assemblyman John F. Connors, Jr., Commerce Bank, the Willingboro Township Engineer and the Willingboro Planning Board for their information and attention.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 – 121

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WHEREAS, the Township Council considers that the request submitted by Commerce Bank is a reasonable request and reflects the fact that every other bank located on Route 130 in Willingboro has direct access to Route 130, including First Union (Wachovia) Bank, Fleet Bank and the newly proposed office of Farmers and Mechanics Bank; and

WHEREAS, the redevelopment of the area of Route 130 between Van Sciver Parkway and Levitt Parkway will result in the consolidation of two major access points into a single major access point to the redeveloped Town Center,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of September, 2001, that the Township Council urges the New Jersey Department of Transportation to give favorable consideration to the Highway Access Permit application submitted by Commerce Bank; and

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be provided to the Commissioner of the New Jersey Department of Transportation; Senator Diane Allen, Assemblyman Herbert C. Conaway, Jr., Assemblyman John F. Conners, Jr., Commerce Bank, the Willingboro Township Engineer and the Willingboro Planning Board for their information and attention.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk



# TOWNSHIP OF WILLINGBORO

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

September 27, 2001

**Senator Diane Allen**  
**2313 Burlington-Mount Holly Road**  
**Burlington, New Jersey 08016**

**Dear Senator Allen:**

**Enclosed is a copy of Resolution No. 121-2001 adopted at the Willingboro Township Council meeting of September 25, 2001 asking New Jersey Department of Transportation for favorable consideration to the Highway Access Permit Application submitted by Commerce Bank.**

Sincerely,

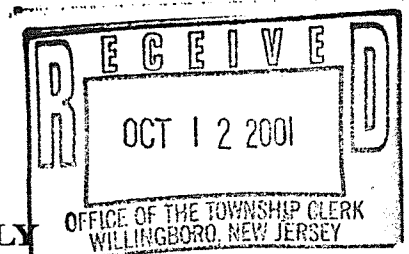
**Rhoda Lichtenstadter, RMC**  
**Township Clerk**

**Enclosure**

/eb

cc: Thomas Downs, Commissioner, NJDOT  
Assemblyman Conaway  
Assemblyman Connors  
Carl Turner, Twp. Engineer  
Commerce Bank  
Planning Board

*cc: Campbell*



**NEW JERSEY GENERAL ASSEMBLY**

HERBERT C. CONAWAY, JR., MD  
ASSEMBLYMAN  
  
COMMITTEES  
AGRICULTURE AND  
NATURAL RESOURCES  
  
CONSUMER AFFAIRS AND  
REGULATED PROFESSIONS  
  
COMMISSION  
ADVISORY COUNCIL ON ARTHRITIS

7TH LEGISLATIVE DISTRICT  
PARTS OF BURLINGTON AND CAMDEN COUNTIES  
DELTRAN PROFESSIONAL CENTER  
8008 ROUTE 130 NORTH, SUITE 125  
DELTRAN, NJ 08075  
(856) 461-3997  
FAX (856) 461-3823  
email: AsmConaway@njleg.state.nj.us  
email: AsmConners@njleg.state.nj.us

JACK CONNERS  
ASSEMBLYMAN  
  
COMMITTEES  
COMMERCE, TOURISM,  
GAMING AND MILITARY AND  
VETERANS' AFFAIRS  
  
COMMISSION  
COUNCIL ON ARMED  
FORCES AND VETERANS'  
AFFAIRS

October 9, 2001

The Honorable James Weinstein  
Commissioner, NJ Department of Transportation  
PO Box 600  
Trenton, NJ 08625

RE: Township of Willingboro,  
Burlington County  
Resolution No. 121-2001

Dear Commissioner Weinstein:

We recently received a copy of Resolution No. 121-2001 from the Township of Willingboro, Burlington County, New Jersey asking for our support for the New Jersey Department of Transportation's approval of Commerce Bank's request for a Highway Access Permit for their bank development taking place at the intersection of Route 130 and Levitt Parkway.

We are respectfully requesting that you give favorable consideration for this request. It is important that Commerce Bank be granted this approval to expedite its completion and development with safe, convenient and competitive access to the public.

For your convenience and clarification of this request, we are forwarding a copy of the correspondence and resolution received from the Honorable Eddie Campbell, Jr., Mayor of the Township of Willingboro.

Your thoughtful and expeditious consideration will be greatly appreciated.

Very truly yours,

Herb C. Conaway, MD  
Assemblyman, 7th District

Jack Conners  
Assemblyman, 7th District

HC/JC/pm  
cc: Mayor Campbell ←  
Encl.



RESOLUTION NO. 2001- 122


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

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

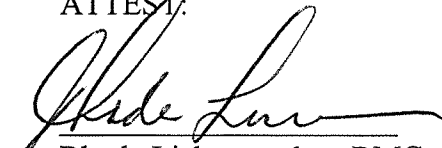
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of October, 2001, that refunds be made as per the attached schedule; and

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

  
\_\_\_\_\_  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

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

FIDELITY NATIONAL TITLE 1 EAST MAIN STREET MOORESTOWN, N.J. 08057 BLOCK 1117 LOT 17 25 TIMBER LANE OVERPAYMENT TAXES	\$221.05
FARMER'S & MECHANICS PO BOX 1678 3 SUNSET ROAD BURLINGTON, N.J. 08016 BLOCK 231 LOT 13 42 BUDHOLLOW LANE OVERPAYMENT TAXES	780.02
STEIN, MARJORIE I (TRUSTEE) 352 BEV-RANCOCAS ROAD BLOCK 16 LOT 11 352 BEV-RANCOCAS ROAD OVERPAYMENT TAXES	15.05
MORRIS, BENNIE F & EUNICE 32 STRETTON CIRCLE BLOCK 118 LOT 6 32 STRETTON CIRCLE OVERPAYMENT TAXES	1284.96
MARJORIE SCARLETT 74 GAFFNEY LANE BLOCK 702 LOT 9 74 GAFFNEY LANE OVERPAYMENT TAXES	859.57
PARCHMENT, ERIC & DEBORAH 34 TIPTON LANE BLOCK 1124 LOT 9 34 TIPTON LANE OVERPAYMENT TAXES	972.24
CONGRESS TITLE DIVISION 110 BARCLAY PAVILION CHERRY HILL, N.J. 08034 BLOCK 18 LOT 3.05 21 BEECHNUT LANE 100% EXEMPT	973.03

WILLINGBORO TAX REDEMPTION  
1 SALEM ROAD  
WILLINGBORO, N.J. 08046  
BLOCK 709  
LOT 1  
58 GARRETT LANE  
OVERPAYMENT TAXES

120.58

ETHEL J. ROERDOMP  
24 SHAWNEE COURT  
MEDFORD, N.J. 08055  
BLOCK 323  
LOT 21  
45 POPLAR LANE  
PAID IN ERROR

3107.49



**RESOLUTION NO. 2001-123**  
**A RESOLUTION AUTHORIZING LIENS AGAINST**  
**REAL PROPERTY FOR THE ABATEMENT OF**  
**CERTAIN CONDITIONS IN ACCORDANCE WITH**  
**THE PROPERTY MAINTENANCE CODE OF THE**  
**TOWNSHIP OF WILLINGBORO.**


WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

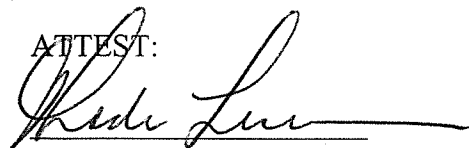
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of October, 2001, that the attached schedule is hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# WILLINGBORO TOWNSHIP

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## ***INSPECTIONS INTER-OFFICE MEMO***

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

RHODA LICHTENSTADTER  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS

DATE: SEPTEMBER 28, 2001

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

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Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$6,699.88** for the time period of September 1, 2001 through September 30, 2001.

Under ordinance 21-9.13, I am placing liens against the following properties.

<b>Gross Cuttings:</b>	29 Properties @	\$ 48.00	\$ 1,392.00
	1 Property @	\$ 118.00	\$ 118.00
	3 Properties @	\$140.00	\$ 420.00
	1 Property @	\$178 00	\$ 178.00
	2 Properties @	\$140.00	\$ 280.00
	2 Properties @	\$170.00	\$ 340.00
	1 Property @	\$96.00	\$ 96.00

**Total \$2,824.00**

Green Thumb Lawn & Landscaping  
Calin Construction

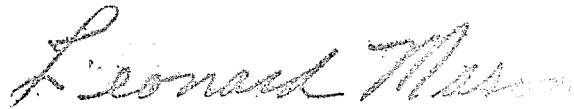
**Property Maintenance:** Properties

<b><u>ADDRESS</u></b>	<b><u>BLOCK &amp; LOT</u></b>	<b><u>WORK DONE</u></b>	<b><u>AMOUNT</u></b>
114 Middlebury Ln.	523-44	Removal of debris from entire property	\$302.00
33 Mariner Ln.	515-20	Painted and boarded up all windows and cleaned up entire property.	\$823.89

74 Harrington Cir.	642-41	Clean up of entire property, removal of limbs hanging on neighboring properties.	\$474.00
Field on Sidney	1-4	Mow Lawn and weeds on entire property.	\$360.00
14 Melrose Ln.	520-5	Removal of all trash and debris including tires on entire property.	\$1,915.99

**Calin Construction**

**Total** **\$6,699.88**



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Leonard Mason  
Director of Inspections

LM:lam

RESOLUTION NO. 2001 – 124

A RESOLUTION AWARDING A BID FOR FRIENDSHIP  
FIELD LIGHTING – WESTERN LEAGUE DIVISION

WHEREAS, the Township Council of the Township of Willingboro has Requested that bids be submitted for Friendship Field Lighting – Western League Division; 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 STEVENSON ELECTRIC, Burlington, New Jersey, in the amount of \$68,724; and

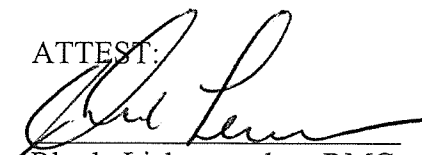
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of October, 2001, That the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:


  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Stevenson Electric - <sup>Burlington, NJ</sup> Friendship Field  
Lighting - Western League Div.

The money necessary to fund said contract is in the amount of \$ 68,724 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number PW-Capitol. These funds are not being certified as being available for more than one pending contract.

0A-215-55-908-917	34,250
0A-215-55-910-906	34,474
	<u>68,724</u>

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

cc: Township Solicitor  
Township Auditor

**ENGINEERS ESTIMATE AND BID TABULATION  
 FRIENDSHIP FIELD LIGHTING-Western Little League Division  
 TOWNSHIP OF WILLINGBORO  
 LAW FILE NO. 2001-39-15-05**

*Bid Opening: Monday, September 24, 2001 @ 10:00 AM*

<b>ENGINEERS ESTIMATE</b>		<b>Musco Lighting</b> 5142 W. Hurley Pond Road Farmingdale, NJ 07727 732-751-9114 732-751-9115 (Fax)		<b>Eagle Construction Svcs</b> PO Box "E" Burlington, NJ 08016 609-293-8000 609-239-8008 (Fax)	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Lighting System	1	LS		70,514.00
2	Electrical Infrastructure	1	LS		8,000.00
					78,514.00

**ENGINEERS ESTIMATE AND BID TABULATION  
 FRIENDSHIP FIELD LIGHTING-Western Little League Division  
 TOWNSHIP OF WILLINGBORO  
 LAW FILE NO. 2001-39-15-05**

*Bid Opening: Monday, September 24, 2001 @ 10:00 AM*

<b>ENGINEERS ESTIMATE</b>		<b>Wholesale Lighting Svcs</b> 32 Ridge Road Chatham, NJ 07928 973-701-1700 973-701-1701 (Fax)		<b>Stevenson Electric</b> 1106 Jacksonville Road Burlington, NJ 08016 609-747-1111 609-747-1117 (Fax)	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Lighting System	1	LS	<del>13,475.75</del>	53,903
2	Electrical Infrastructure	1	LS		14,821
					68,724

RESOLUTION NO. 2001 - 125

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

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

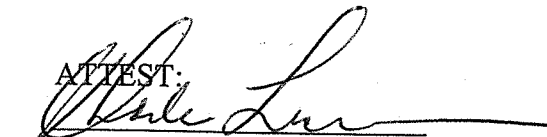
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/2, 2001, that an Executive Session closed to the public shall be held on 10/2, 2001, at 8:05p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 – 126

A RESOLUTION REQUESTING APPROVAL  
OF DIRECTOR OF DIVISION OF LOCAL GOVT.  
SERVICES FOR “DEDICATION BY RIDER.”

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of Local Government Services may, at the request of the governing body of any municipality, approve the appropriation of certain dedicated revenues for specific purposes; and

WHEREAS, the Township of Willingboro may accept the final grant/loan payment from Balanced Housing, Department of Community Affairs, Division of Housing Production and Community Development; and

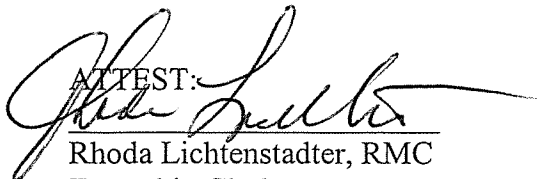
WHEREAS, the Township of Willingboro does wish to fund the Willingboro Senior Urban Renewal Project; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds to the American Affordable Housing Group,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 9<sup>th</sup> day of October, 2001, hereby requests the approval of the Division of Local Government Services to appropriate monies received in trust for this project and expenditures related thereto.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval immediately after passage.


  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk



**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** October 4, 2001  
**TO:** Denise Rose  
Township Manager  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Dedicated by Rider

We need to do this dedicated by rider in order to receive and pay the final loan payment to American Affordable Housing for the Campbell Senior Housing Development.

There was an audit comment last year for not doing so.

C. Rhoda Lichtenstadter ✓  
Attachments

October 10, 2001

Director, Division of Local Government Serv.  
CN 803  
Trenton, New Jersey 08625

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 2001 – 126, adopted by Willingboro Township Council on October 9, 2001, requesting your approval for a Dedication by Rider.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
RL  
Encs.

RESOLUTION NO. 2001 - 126

A RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVT. SERVICES FOR "DEDICATION BY RIDER."

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of Local Government Services may, at the request of the governing body of any municipality, approve the appropriation of certain dedicated revenues for specific purposes; and

WHEREAS, the Township of Willingboro may accept the final grant/loan payment from Balanced Housing, Department of Community Affairs, Division of Housing Production and Community Development; and

WHEREAS, the Township of Willingboro does wish to fund the Willingboro Senior Urban Renewal Project; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds to the American Affordable Housing Group,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 9<sup>th</sup> day of October, 2001, hereby requests the approval of the Division of Local Government Services to appropriate monies received in trust for this project and expenditures related thereto.

BE IT FURTHER RESOLVED, that two certified copies of this RESOLUTION APPROVAL of N.J.S.A. 40A:4-39 Rider Affordable Housing Trust P/L 1985 C222 DE MSAC 5:92-18.1 et seq

DEPARTMENT OF COMMUNITY AFFAIRS  
For the Director, Division of Local Government Services  
By Christina M. Zuparko Date NOV 01 2001  
Duly Appointed Designee

ATTEST:  
Rhoda Lichtenstadter  
Rhoda Lichtenstadter, RMC  
Township Clerk

VERIFIED A TRUE COPY OF RESOLUTION ADOPTED  
WILLINGBORO TWP. COUNCIL ON October 9, 2001  
Rhoda Lichtenstadter, RMC  
TOWNSHIP CLERK

RESOLUTION NO. 2001 - 127

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/9, 2001, that an Executive Session closed to the public shall be held on 10/9, 2001, at 7:45 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**RESOLUTION NO. 2001 – 128**

**A RESOLUTION AWARDING A BID FOR A  
VEHICLE PNEUMATIC EXHAUST SYSTEM  
FOR THE FIRE COMPANY**

**WHEREAS**, the Township Council of the Township of Willingboro has requested that bids be submitted for a Vehicle Pneumatic Exhaust System for the Fire Department; and

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

**WHEREAS**, it appears that the bid of Clean Air Company be lowest responsible and qualified bid and it is determined to be in the best interest of the Township to accept the bid of CLEAN AIR COMPANY, Fords, New Jersey, in the amount of \$114,950.00; and


**WHEREAS**, funds are available for the 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 23<sup>rd</sup> October 2001, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
RHODA LICHTENSTADTER, RMC  
TOWNSHIP CLERK

128

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Clean Air Company - Fords, N.J.  
Vehicle Pneumatic Exhaust System

The money necessary to fund said contract is in the amount of \$ 114,950.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Fire Dept.. These funds are not being certified as being available for more than one pending contract.

04-215-55-909-905	Fire Dept Exhaust System	\$ 93,000
-04-215-55-910-905	Building Improv. (2000)	21,950
		<u>\$ 114,950</u>

Joanne Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



**MEMO**

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**TO:** Mayor and Members of Council

**VIA:** Denise Rose, Township Manager

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

**DATE:** October 2, 2001

**RE:** Recommendation of Award

Installation of the Vehicle Pneumatic Exhaust System

LAWB Project No. 2000-39-15-01

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of work is provided in the Request for Proposal (RFP) dated July 30, 2001.

The purpose of this contract is to provide pneumatic exhaust systems in three (3) firehouses and the EMS facility to vent truck exhaust. This installation will occur in October 2001. This contract was bid on a lump sum basis.

Selection of the contract type is determined by factors such as the Scope of Work to be performed, adequacy and firmness of specification, type and complexity of the service required, availability of historical pricing data, prior service experience, period of performance, technical capability and financial responsibility of the contractor. Based on the dollar amount and services required for this project, a lump sum type is considered the most appropriate.

Prior to accepting the bids, Air Technology protested the specification requirement regarding the ISO 9001 Certification. At the recommendation of the Solicitor, the Fire Commissioner's agreed to lift the certification requirement.

Memorandum  
Mayor and Members of Council  
October 2, 2001  
Page 2

At the bid opening, a protest by Air Technology was handed to LAWB. A copy of this protest letter is submitted as part of this package. Their protest was based that Clean Air Company did not meet the "buy American" clause. Again, the Solicitor was summoned. Both vendors were required to provide their facts regarding their stance on the issue. A meeting was held to discuss the validity and evaluate the responses. Based on the evaluation, it was determined that the low bid would remain the low bid and to continue the process for the award of the bid.

### **SCOPE OF WORK**

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

#### **Headquarters – Charleston Road/John F. Kennedy Way**

- (8) Pneumatic Sliding Balancer Track type systems.
- (2) Exhaust fans sized for 4 each and roof mounted.

#### **Station 162 – Sunset Road**

- (3) Pneumatic Sliding Balancer Track type systems.
- (1) Exhaust fans sized for 3 vehicles and wall mounted.

#### **Station 163 – Beverly-Rancocas Road**

- (2) Pneumatic Sliding Balancer Track type systems.
- (1) Exhaust fan sized for vehicles and roof mounted.

#### **EMS Facility – Charleston Road**

- (3) Pneumatic Sliding Balancer Track type systems.
- (1) Exhaust fan sized for 5 vehicles.

The Contractor will install, test and provide the station personnel with training. At completion, the contractor will dispose of all wastes and restore the site(s).



Memorandum  
Mayor and Members of Council  
October 2, 2001  
Page 3

### **BID SOLICITATION**

Advertisements for bids were placed in the Burlington County Times on Sunday, July 29, 2001.

Prior to receipt of the bid, a challenge to the specifications was received from Air Technology regarding the requirement that bidders must be ISO 9001 certified. The Township Solicitor was advised and determined that the ISO 9001 requirement might limit competition and recommended removal. The Fire Commissioner's were consulted and abided by the Solicitor's recommendation.

**Addendum No. 1** was sent via facsimile and certified mail to each bidder holding a copy of the specifications on August 3, 2001. The addendum addressed the amount of time legally required to advertise a bid. There is a difference between educational facilities and municipalities, and there is also a distinction between construction work and facility maintenance. There are different times for each regarding advertisement and addendums.

**Addendum No. 2** was sent via facsimile and certified mail to each bidder holding specifications on August 10, 2001. This addendum extended the bid opening date, clarified questions proposed by the vendors and eliminated the requirement regarding the ISO 9001 certification.

Request for Proposals (RPF's) were mailed to the following bidders:

1. Air Purifier – John Direzze  
1 Pinc Street  
Rockaway, NJ 07866

Request for Proposals (RPF's) were picked up by the following bidders:

1. Air Technology  
57 Clearwater Drive  
Willingboro, NJ 08046
2. Clean Air Company  
428 New Brunswick Avenue  
Fords, NJ 08863

Memorandum  
Mayor and Members of Council  
October 2, 2001  
Page 4

### PRICE ANALYSIS/JUSTIFICATION

A bid comparison sheet is presented in this package, which shows an item-by-item comparison. A summary of the two bids is as follows:

Clean Air Company	\$114,950.00
LAWB (Engineer's Estimate)	\$116,605.00
Air Technology	\$118,259.00

The Clean Air Company is lower than Air technology by \$3,300.00 and \$1,655.00 less than the Engineer's Estimate. The low bid is within 1% of the Engineer's Estimate.

Based on the spread of the bids received (within 1% to 2%) LAWB feels that bids were competitive and fair.

### RESPONSIVENESS

The low bidders submitted package was subjected to a responsiveness check. The following items were verified to ensure conformance:

- Bids submitted on forms furnished by the Construction Manager or copies of those forms.
- Bids were manually signed.
- Any erasures or changes appearing on any bid forms were initialed by the person signing.
- The bidder signed his name and placed his business address in the appropriate spaces.
- All bid items filled out in ink.
- No words in the bid proposal were either altered or added.
- Representations and Certification Forms, Statement of Acknowledgement Forms, Bid Security (Bond or Certified Check), Surety Consent, Conflict of Interest/Disclosure Statement Forms, Non-Collusion Affidavit Forms, Acknowledgement of Affirmative Action Requirements Form, Acknowledgement of Addendum Forms are filled out and signed in the appropriate location by the person signing the bid.

All items in the Vehicle Pneumatic Exhaust System bid package met the contract requirements.

Memorandum  
Mayor and Members of Council  
October 2, 2001  
Page 5

**RESPONSIBILITY**

The low bidder was subjected to a responsibility determination. This was accomplished by conducting a telephone interview with the Moorestown Fire Department who uses the system proposed. The information regarding the project name and cost was verified. The items discussed were the nature of the project, invoicing, work relationship, task performance and site problem resolutions.

All information provided by the Moorestown Fire Department was very positive.

**RECOMMENDATION**

In reviewing all proposals, consideration was given to the following: responsiveness, responsibility, technical ability to perform the required work, total estimated costs, agreement with contractual terms, prior experiences of the firm and insurance coverage. Clean Air Company has satisfactorily met all criteria and appears to be responsive, responsible and qualified to perform the work. In addition, they were the low bidder on the project.

Therefore, LAWB recommends the award of a lump sum construction contract to Clean Air Company in the amount of \$114,950.00.

CAT: dac



*Eddie  
Please  
read & call.  
Mayor sign my name  
it's OK*

*\* THAT THE BID of CLEAN AIR  
Company IS the lowest  
responsible and QUALIFIED  
Bid and it is determined  
to be*

RESOLUTION NO. 2001 - 128

A RESOLUTION AWARDED A BID FOR A  
VEHICLE PNEUMATIC EXHAUST SYSTEM  
FOR THE FIRE COMPANY.

WHEREAS, the Township Council of the Township of Willingboro has  
Requested that bids be submitted for a Vehicle Pneumatic Exhaust System for the  
Fire Department; and

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

*t*  
WHEREAS, it appears ~~to be~~ in the best interest of the Township to accept  
The bid of CLEAN AIR COMPANY, Fords, New Jersey, in the amount of \$114,950;  
And

WHEREAS, funds are available for the 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 23<sup>rd</sup> October, 2001,  
That the bid be accepted as per the attached bid return sheet and recommendations; and

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

~~*Eddie Campbell*  
EDDIE CAMPBELL, JR.  
MAYOR~~

ATTEST:

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

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* OCT-24-2001 WED 01:44 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* OCT-24 01:43 PM 8714463 55" 2 SEND OK 721 \*  
 \* TOTAL : 55S PAGES: 2 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

**TO:** Tony Burnett  
**COMPANY:** FIRE COMPANY  
**DATE:** 10/24/01  
**TO FAX NO.** 871-4463  
**FROM:** Rhonda Light

**RESOLUTION NO. 2001 – 128**

**A RESOLUTION AWARING A BID FOR A  
VEHICLE PNEUMATIC EXHAUST SYSTEM  
FOR THE FIRE COMPANY**

**WHEREAS**, the Township Council of the Township of Willingboro has requested that bids be submitted for a Vehicle Pneumatic Exhaust System for the Fire Department; and

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

**WHEREAS**, it appears that the bid of Clean Air Company be lowest responsible and qualified bid and it is determined to be in the best interest of the Township to accept the bid of CLEAN AIR COMPANY, Fords, New Jersey, in the amount of \$114,950.00; and

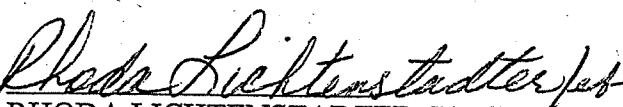
**WHEREAS**, funds are available for the purpose as indicated by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> October 2001, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
RHODA LICHTENSTADTER, RMC  
TOWNSHIP CLERK

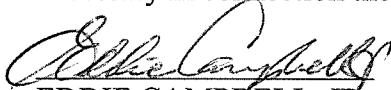
RESOLUTION NO. 2001 – 129

A RESOLUTION MAKING APPLICATION FOR  
2002 ROID GRANT

WHEREAS, the Township of Willingboro desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$12,000.00 State with \$2,400.00 local share for a total contract of \$14,400.00 2002 to provide funding for community-based recreation programs for individuals with disabilities.

BE IT FURTHER RESOLVED, that the Township of Willingboro does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said agreement between the Township of Willingboro and the New Jersey Department of Community Affairs.

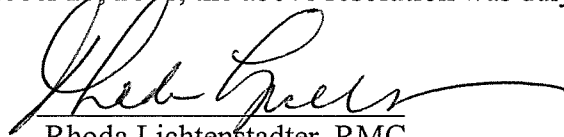
BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:P



EDDIE CAMPBELL, JR.  
MAYOR

CERTIFICATION:

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro hereby certify that at a meeting of the Governing Body held on October 23, 2001, the above resolution was duly adopted.



Rhoda Lichtenstadter, RMC  
Township Clerk





# TOWNSHIP OF WILLINGBORO

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

Memo To: Mr. Harry McFarland  
Supt. Of Rec/P.W. Depts.

From: Rhoda Lichtenstadter *RLeb*  
Township Clerk

Date: October 24, 2001

Subject: Res. No. 2001-129/ROID GRANT

.....

Enclosed please find a certified copy of Resolution No. 2001- 129 adopted at the Willingboro Township Council meeting of October 23, 2001 making application for 2002 ROID Grant along with the original and copy of Grant Agreement.

**Encls.**

/eb

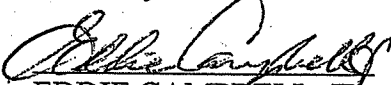
RESOLUTION NO. 2001 - 129

A RESOLUTION MAKING APPLICATION FOR  
2002 ROID GRANT

WHEREAS, the Township of Willingboro desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$12,000.00 State with \$2,400.00 local share for a total contract of \$14,400.00 2002 to provide funding for community-based recreation programs for individuals with disabilities.

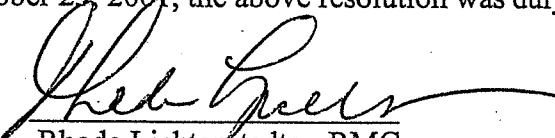
BE IT FURTHER RESOLVED, that the Township of Willingboro does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said agreement between the Township of Willingboro and the New Jersey Department of Community Affairs.

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

  
EDDIE CAMPBELL, JR.  
MAYOR

CERTIFICATION:

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro hereby certify that at a meeting of the Governing Body held on October 23, 2001, the above resolution was duly adopted.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

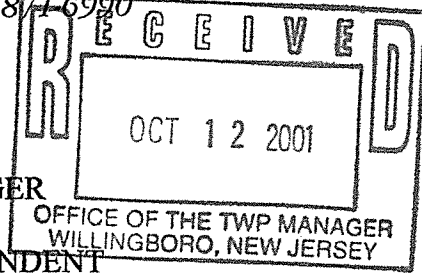
BY WILLINGBORO TWP COUNCIL ON October 23, 2001

  
TOWNSHIP CLERK



# TOWNSHIP OF WILLINGBORO

KENNEDY CENTER 429 JFK WAY  
WILLINGBORO, NEW JERSEY 08046  
(609) 871-5700 FAX (609) 871-6990



TO: DENISE M. ROSE, TOWNSHIP MANAGER  
FROM: HARRY W. McFARLAND, SUPERINTENDENT  
SUBJECT: RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH  
DISABILITIES (R.O.I.D.) GRANT AGREEMENT

---

Please review and have the Township Clerk acquire the necessary signatures needed for the R.O.I.D. Grant Agreement. Also, a new resolution with seal is required. The original and one copy of Grant Agreement, as well as a sample copy of resolution. All completed paperwork can then be forwarded back to the Recreation Department to be mailed with other material.

Harry W. McFarland, Superintendent  
Public Works/Recreation

HWM/jcc  
Att.

**ORIGINAL**

**GRANT/LOAN AGREEMENT**

**BETWEEN THE**

**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS**

**AND**

**Township of Willingboro**

**GRANT/LOAN AGREEMENT NUMBER: 02-1922-00**

**PROGRAM NAME: Recreation for Individuals with Disabilities**

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following four sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Scope of Services; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

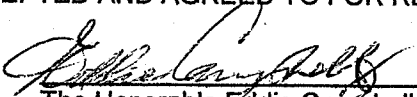
RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

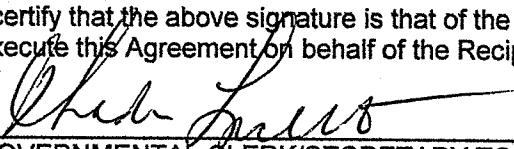
ACCEPTED AND AGREED TO FOR RECIPIENT:

BY:   
The Honorable Eddie Campbell  
Mayor  
Township of Willingboro

DATE: 10/23/01

CERTIFICATION:

I certify that the above signature is that of the person authorized to execute this Agreement on behalf of the Recipient.

BY:   
GOVERNMENTAL CLERK/SECRETARY TO THE BOARD

DATE: 10/23/01

FOR STATE DEPARTMENT USE ONLY:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNTERSIGNED:

BY: \_\_\_\_\_  
Keith A. Jones, Director  
Division of Housing and Community Resources

DATE: \_\_\_\_\_

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

BY: \_\_\_\_\_  
DEPARTMENT GRANT/LOAN APPROVAL OFFICER

DATE: \_\_\_\_\_

AGREEMENT DATA SHEET

( X ) GRANT ( ) LOAN

RECIPIENT INFORMATION

AGENCY NAME: Township of Willingboro  
ADDRESS: Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

CHIEF FINANCIAL OFFICER: Joanne G. Diggs  
VENDOR ID # V-216007381-99  
TELEPHONE NUMBER: 609-877-2200  
CHARITIES REGISTRATION #: EX00-00000  
(Nonprofit Agencies Only)

STATE INFORMATION

DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION: Division of Housing and Community Resources  
ADDRESS: 101 South Broad Street  
PO Box 806  
Trenton, New Jersey 08625-0806

CONTACT PERSON: Patricia A. Swartz  
TELEPHONE NUMBER: 609-984-6654

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>GRANT/LOAN AMOUNT</u>	<u>FEDERAL CFDA #(S)</u>
STATE	\$ 12,000.00	
FEDERAL	\$ .00	
<b>SUBTOTAL</b>	<b>\$ 12,000.00</b>	
OTHER	\$ 2,400.00	
<b>TOTAL</b>	<b>\$ 14,400.00</b>	

NJCFS ACCOUNT NUMBER(S)

ACCOUNT #1: 02-100-022-8050-035-F157-6120-0001  
ACCOUNT #2:  
ACCOUNT #3:  
ACCOUNT #4:

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: 01/01/2002 THROUGH: 12/31/2002  
LENGTH OF AWARD PERIOD: 1 year  
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY:

PURPOSE OF GRANT/LOAN

This award will provide funding for community-based recreation programs for individuals with disabilities.

A. SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

- Fidelity Bonding with the limit of liability of at least \$0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

2. METHOD OF PAYMENT

Advance Payment

- An Advancement of Funds in the amount of \$4,200.00 shall be made.
- No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

- Reimbursement payments based on the actual rate of disbursement shall be made Quarterly.
- Fixed payments of \$.00 shall be made .
- A Lump Sum payment upon execution of the agreement.
- A Lump Sum payment at the end of the award period.
- Other:

Final Payment Withheld

- Final payment of \$.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

3. BUDGET VARIANCE FLEXIBILITY

Budget category and/or budget line item variance flexibility, if any, shall be permitted without requiring a formal amendment to the Grant/Loan Agreement as indicated below:

- percent Budget Flexibility between/among Major Budget Categories.
- percent Budget Flexibility between/among Budget Line Items.
- No Budget Flexibility between/among Personnel, Consultants, or Equipment Major Budget Categories.
- No Budget Flexibility.
- Other: See Supplemental Provisions

4. PROJECT INCOME

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.



## 5. FINANCIAL AND PERFORMANCE REPORTING

**Financial Reports** - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

**Performance Reports** - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

**Final Report** - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

## 6. AUDIT REQUIREMENTS

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

**Audit Costs** - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

**Additional Schedules** - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
GRANT AGREEMENT NUMBER 02-1922-00

PROGRAM INFORMATION AND SPECIFICATIONS

WILLINGBORO TWP.

A. SPECIFIC PROBLEMS THAT WILL BE ADDRESSED:

1. The lack of quality recreation, leisure and socialization opportunities
2. The isolation felt by individual with disabilities

B. TARGET POPULATION TO BE SERVED:

Developmentally disabled adults, 18 years and older

C. GOAL:

1. To offer quality recreation and leisure activities once a week to meet the needs of the community.

D. PERFORMANCE OBJECTIVES:

1. To reach a broad based population through the use of audio and visual media
2. To include more individuals in group homes
3. To provide adequate transportation for recreational pursuits
4. To provide recreation & leisure services to a minimum of 100 individuals with disabilities.
5. To offer recreation approximately two times a week.

E. METHODOLOGY:

1. Supervisor will promote and conduct the program
2. Recreation leaders will assist in recreational activities
3. Rent bus and hire driver
4. Purchase program supplies and food
5. Evaluate the program

F. PRODUCTS OR REPORTS OF SERVICES TO BE PRODUCED OR ISSUED.

1. Registration and attendance shall be maintained for all participants enrolled in the program.
2. Announcements, newsletters, photos, videos, press releases and the like of the program shall be submitted to the Department.
3. A final report will be submitted to DCA which include program goal and number enrolled, number attending program or activity. The report must also include and or evaluations/surveys.

G. DATES SUCH SERVICES MUST BE COMPLETED, IMPLEMENTED AND DELIVERED TO THE DEPARTMENT:

1. The Grantee shall forward to the Department a written Performance and Fiscal reports of the program no later than 60 days after the termination date of this contract.
2. Grantee shall forward Fiscal Monitoring Reports and performance reports on a quarterly basis. Reports shall be submitted no later than 30 days following the reporting period.
3. Program reports shall be submitted on a bi-annual basis. These reports shall be submitted no later than 30 days following the reporting period.

DEPARTMENT OF COMMUNITY AFFAIRS  
RECREATION FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT: Township of Willingboro

AGREEMENT NUMBER: 02-1922-00

APPROVED BUDGET - SECTION B

AWARD PERIOD: 01/01/2002 TO 12/31/2002

SECTION LEVEL - LINE	DESCRIPTIONS	STATE AWARD	FEDERAL AWARD	TOTAL AWARD	OTHER FUNDS	TOTAL FUNDS	% OF TOTAL SALARY COST
001	SPECIAL EVENT EQUIPMENT	\$ 400.00	\$ 0.00	\$ 400.00	\$ 0.00	\$ 400.00	
	CATEGORY TOTAL	\$ 400.00	\$ 0.00	\$ 400.00	\$ 0.00	\$ 400.00	
700	OTHER COSTS						
001	RECREATION PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200.00	\$ 200.00	
	CATEGORY TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200.00	\$ 200.00	
	SECTION TOTAL	\$ 12,000.00	\$ 0.00	\$ 12,000.00	\$ 2,400.00	\$ 14,400.00	
	GRAND TOTALS	\$ 12,000.00	\$ 0.00	\$ 12,000.00	\$ 2,400.00	\$ 14,400.00	

STATE OF NEW JERSEY  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 RECREATION FOR INDIVIDUALS WITH DISABILITIES

AGREEMENT NUMBER: 02-1922-00

RECIPIENT: Township of Willingboro

APPROVED BUDGET - SECTION B

AWARD PERIOD: 01/01/2002 TO 12/31/2002

SECTION LEVEL - LINE	DESCRIPTIONS	STATE AWARD	FEDERAL AWARD	TOTAL AWARD	OTHER FUNDS	TOTAL FUNDS	% OF TOTAL SALARY COST
02	PROGRAMMATIC						
100	PERSONNEL						
001	PROGRAM CORRINATOR	\$ 3,000.00	\$ 0.00	\$ 3,000.00	\$ 200.00	\$ 3,200.00	
002	PROGRAM LEADERS	\$ 3,500.00	\$ 0.00	\$ 3,500.00	\$ 600.00	\$ 4,100.00	
003	BUS DRIVER	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 200.00	\$ 1,700.00	
	CATEGORY TOTAL	\$ 8,000.00	\$ 0.00	\$ 8,000.00	\$ 1,000.00	\$ 9,000.00	
200	CONSULTANT/CONTRACT SERVICES						
001	CONTRACTUAL REC. INSTRUCTORS	\$ 100.00	\$ 0.00	\$ 100.00	\$ 0.00	\$ 100.00	
	CATEGORY TOTAL	\$ 100.00	\$ 0.00	\$ 100.00	\$ 0.00	\$ 100.00	
300	TRAVEL						
001	BUS RENTAL	\$ 2,500.00	\$ 0.00	\$ 2,500.00	\$ 200.00	\$ 2,700.00	
	CATEGORY TOTAL	\$ 2,500.00	\$ 0.00	\$ 2,500.00	\$ 200.00	\$ 2,700.00	
500	CONSUMABLE SUPPLIES						
001	PROGRAM SUPPLIES	\$ 500.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ 1,000.00	
002	SPECIAL EVENT SUPPLIES	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00	
003	REFRESHMENTS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00	\$ 500.00	
	CATEGORY TOTAL	\$ 1,000.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
600	RENTAL/PURCHASE OF EQUIPMENT						

Agreement Number: 02-1922-00

Award Period: 01-01-2002 12-31-2002

SUPPLEMENTAL PROVISIONS

Notwithstanding the language contained in Attachment A, Section 3 of this agreement, the recipient shall be allowed 20 percent or \$30,000 flexibility, whichever is less, without exceeding the total amount of the award, between each major budget category. However, no new major or minor budget line items may be added to the original approved budget. If the stated flexibility limits are to be exceeded or new budget line items must be added, then the recipient must submit a written request to the Department stating the reason for the change and the impact the change will have on the original program goals and objectives. Such costs will be considered disallowed costs until such time and if the Department approves a formal budget amendment. The Department reserves the right to disallow any and all costs exceeding the flexibility limit.

**RESOLUTION NO. 2001 - 130**

**A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AN DETENTION BASIN  
ACCESS AND MAINTENANCE AGREEMENT**

WHEREAS, the above applicant appeared before the Willingboro Township Planning Board (Site Development, Inc./Commerce Bank); and

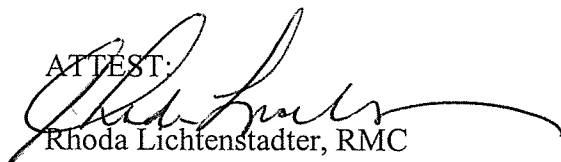
WHEREAS, the Planning Board approved the Detention Basin Access and Maintenance Agreement,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of October, 2001 that the Mayor and Clerk are hereby authorized to sign the attached access maintenance agreement.

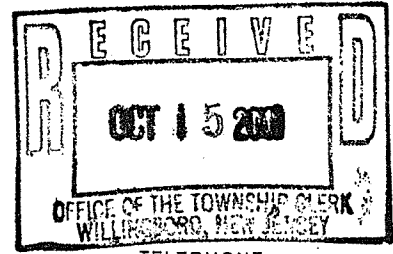
BE IT FURTHER RESOLVED, that copies of this agreement be provided to the Planning Board and to the applicant for their information and attention.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

130



LAW OFFICES  
**MADDEN, MADDEN & DEL DUCA**  
A PROFESSIONAL CORPORATION  
SUITE 200  
108 KINGS HIGHWAY EAST  
P. O. BOX 210  
HADDONFIELD, NEW JERSEY 08033-0389

JAMES J. MADDEN  
MICHAEL P. MADDEN  
JOSEPH A. DEL DUCA\*  
ANTHONY M. PUGLIESE\*  
DAMIEN O. DEL DUCA\*  
PATRICK J. MADDEN\*  
HEATHER L. AZOULAY\*

TELEPHONE  
(856) 428-9520  
FAX (856) 428-7335

\* MEMBER OF NJ AND PA BAR

October 11, 2001

Mrs. Marie Annese  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

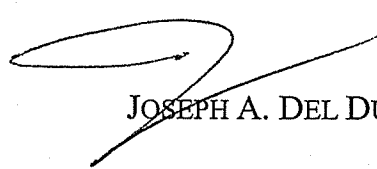
**Re: Site Development, Inc./Commerce Bank  
Levitt Parkway and Route 130, Willingboro, New Jersey  
Block 3, Lot 1**

Dear Ms. Annese:

Enclosed please find an original and two copies of the Detention Basin Access and Maintenance Agreement which has been signed by Willingboro Equities, L.L.C. I would appreciate it if you would have Mayor Campbell sign the Agreement and return a fully executed copy to my attention.

If you have any questions, please feel free to contact me at your convenience. Thank you for your continuing consideration.

Very truly yours,

  
JOSEPH A. DEL DUCA

JAD:mmr  
Enclosure  
cc: Mr. William Ommundsen  
Mr. Kenneth Lowther



## DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 23<sup>rd</sup> day of October, 2001, 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, Salem Road, Willingboro, New Jersey 08046 (the "Township") and WILLINGBORO EQUITIES, L.L.C. of 17000 Horizon Way, Suite 200, Mt. Laurel, New Jersey 08054 (the "Owner").

### RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Block 3, Lot 1 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on March 12, 2001 by the adoption of Resolution No. 6-2001 and modified by Resolution No. 9-2001, dated September 10, 2001.
- C. Said Project requires the construction of storm water detention and conveyancing facilities 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 detention and conveyancing facilities as designated and described on its final plan on file with the Willingboro Township Planning Board submitted by the Applicant prepared by William R. Ommundsen, Jr., P.E. of Taylor, Weisman & Taylor, 124 Gaither Drive, Suite 150, Mt. Laurel, New Jersey 08054 designated "Commerce Bank, Preliminary/Final Site Plans Block 3 Lot 1" as follows:

<u>Drawing No.</u>		<u>Last Revision Date</u>
1 of 9	Title Sheet	09/14/01
2 of 9	Demolition Plan	09/14/01
3 of 9	Site Plan	09/14/01
4 of 9	Grading Plan	09/14/01
5 of 9	Utility Plan	09/14/01
6 of 9	Soil Erosion, Sediment Control and Drainage Area Plan	09/14/01
7 of 9	Landscaping Plan (Prepared by Donald F. Miano, C.L.A.)	09/14/01
8 of 9	Lighting Plan	09/14/01
9 of 9	Construction Details and Profiles	09/14/01

Also, prepared by Robert Anastasia, P. E. of Taylor Wiseman & Taylor: "Drainage & Detention Calculations, Commerce Bank, Block 3, Lot 1" Dated November 15, 2000 and last revised May 31, 2001.

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 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 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 or 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:

WILLINGBORO EQUITES, L.L.C.

*David A. Toran*

By: *[Signature]*

(SEAL)

TOWNSHIP: TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO

*[Signature]*

Clerk

By: *[Signature]*, Mayor

(SEAL)

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on Oct 23 2001, Shedden 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 Eddie Campbell, Jr. the Mayor of Willingboro Township.
- (c) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;
- (d) He/She knows the proper seal of the Township which was affixed to this Agreement;
- (e) He/She signed this proof to attest to the truth of these facts.

Shedden  
 \_\_\_\_\_, Clerk

Sworn and subscribed before  
 me on this 23<sup>rd</sup> day of  
October, 2001.

Edith M. Baldwin

**EDITH M. BALDWIN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 4/14/2004**

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on Oct 4<sup>th</sup>, 2001, JOHN P. SILVESTRI personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the duly authorized member of WILLINGBORO EQUITIES, L.L.C., a New Jersey Limited Liability Company, the entity named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper duly authorized member of WILLINGBORO EQUITIES, L.L.C.
- (c) This document was signed and delivered by WILLINGBORO EQUITIES, L.L.C. as its voluntary act duly authorized by a proper resolution of its members;
- (d) this person signed this proof to attest to the truth of these facts.

Carol A. Iosca

Sworn and subscribed before me on this 4<sup>th</sup> day of Oct, 2001.

Carol A. Iosca

**CAROL ANN IOSCA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 26, 2006**

RESOLUTION NO. 2001 - 131

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/23, 2001, that an Executive Session closed to the public shall be held on 10/23, 2001, at 8:50 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.

  
Eddie Campbell, Jr.

MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



**RESOLUTION NO. 2001-132**  
**A RESOLUTION AUTHORIZING LIENS AGAINST**  
**REAL PROPERTY FOR THE ABATEMENT OF**  
**CERTAIN CONDITIONS IN ACCORDANCE WITH**  
**THE PROPERTY MAINTENANCE CODE OF THE**  
**TOWNSHIP OF WILLINGBORO.**

WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

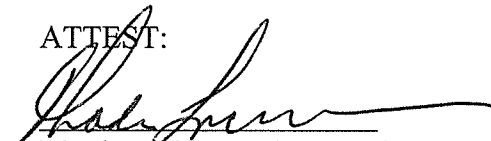
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of November, 2001, that the attached schedule is hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# WILLINGBORO TOWNSHIP

## ***INSPECTIONS INTER-OFFICE MEMO***

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

RHODA LICHTENSTADTER  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS

DATE: OCTOBER 31, 2001

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$4,764.00** for the time period of October 1, 2001 through October 31, 2001.

Under ordinance 21-9.13, I am placing liens against the following properties.

<b>Grass Cuttings:</b>	29 Properties @	\$ 48.00	\$ 1,392.00
	2 Properties @	\$ 108.00	\$ 216.00
	1 Property@	\$ 118.00	\$ 118.00
	3 Properties@	\$ 96 00	\$ 288.00
		<b>Total</b>	<b>\$2,014.00</b>

Green Thumb Lawn & Landscaping

**Property Maintenance:** Properties

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>WORK DONE</u>	<u>AMOUNT</u>
15 Norwood Ln.	1010-5	Replace remainder of sewer lateral	\$2,750.00

Wm. Diaczynsky

**Total** **\$4,764.00**

  
Leonard Mason  
Director of Inspections

RESOLUTION NO. 2001 - 133

A RESOLUTION AWARDING A PROFESSIONAL SERVICES TO REMINGTON & VERNICK FOR A RECREATION MASTER PLAN.


WHEREAS, the need exists for a Professional Planner for the Willingboro Township Planning Board; and

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

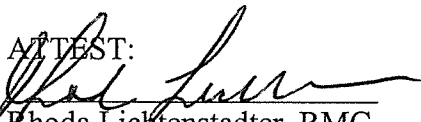
NOW, THEREFORE, BE IT RESOLVED, by the Township Council Of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of November, 2001, as follows:

:

1. The Mayor and Clerk are hereby authorized and directed to execute The attached agreement with REMINGTON & VERNICK, in Accordance with the attached schedule.
2. This contract is awarded without competitive bidding as a professional Service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person Authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

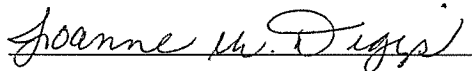
  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

I, Joanne G. Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are available adequate funds for the proposal of services between the Township of Willingboro and

Remington & Vernick – to update Willingboro’s Recreational Facility Master Plan  
Proposal #MH2001-17

The money necessary to fund said proposal is in the amount not to exceed \$12,000.00. Following approval of the said proposal, the funds shall be charged to the following line item appropriation of account number 1-01-310-000-145. These funds are not being certified as being available for more than one pending contract.



Joanne G. Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



# REMINGTON & VERNICK ENGINEERS

232 Kings Highway East  
Haddonfield, NJ 08033  
Phone: 856.795.9595  
Fax: 856.795.1882  
www.rve.com

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

Re: **Proposal for Services  
Recreational Facility Master Plan  
Proposal #MH2001-17**

Dear Ms. Rose:

In accord with your request, we are pleased to submit this professional services proposal involving the updating of Willingboro's Recreational Facility Master Plan. As generally discussed, the scope of the work would involve a phased approach as set forth below:

### Phase I

- Meet with appropriate municipal officials.
- Identify existing recreation facilities.
- Identify condition of existing facilities.
- Solicit public participation for determination of adequacy and need, through the conduct of an initial round of charrettes.

### Phase II

- Propose specific recommendations taking into consideration public comments.
- Solicit public review and comment on proposed recommendations through a second round of charrettes.
- Review recommendations with appropriate municipal officials.

### Phase III

- Prepare draft report.
- Revise report as necessary.
- Attend public meeting(s) as necessary.



Page 2

Township of Willingboro

July 6, 2001

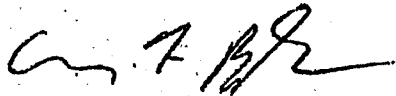
The herein described project and related tasks can be performed for the lump sum of \$12,000.00.

We thank you for affording Remington & Vernick Engineers the opportunity to bid on this project. With receipt of written authorization to proceed, work can commence immediately.

Should you have any questions regarding this proposal, please feel free to contact George Stevenson at (856) 795-9595, extension 258.

Sincerely yours,

**REMINGTON & VERNICK ENGINEERS, INC.**



Craig F. Remington, L.S., P.P.  
Vice President

CFR/GRS/mcb

cc: Lisa Nelson  
Anthony Donofrio, C.M.I., E.T.

RESOLUTION NO. 2001 - 134

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

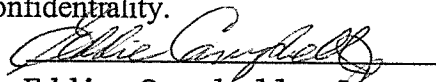
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

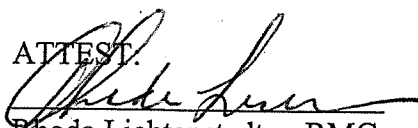
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 11/7, 2001, that an Executive Session closed to the public shall be held on 11/7, 2001, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**2001 BUDGET TRANSFER**  
**RESOLUTION # 135**

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

WHEREAS, there are other 2001 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session thisday of 11/27/01 that the following transfers be made:

			Transfer	Transfer	Explanation
			From	To	
20	100	101 010 TOWN MANAGER SALARY & WAGES:	16,000		Budgeted Position Not filled
20	105	0 020 HUMAN RESOURCE OTHER EXPENSES:	3,000		Balance projected
20	100	020 POSTAGE		5,000	Mailings increased
20	120	0 010 TOWNSHIP CLERK SALARY & WAGES:		1,506	Under budgeted
20	120	0 020 TOWNSHIP CLERK OTHER EXPENSES:		8,200	Cost of Ballots not budgeted
20	130	0 010 FINANCE ADMIN SALARY & WAGES:	25,000		Timing of positions filled
20	130	0 020 FINANCE ADMIN OTHER EXPENSES:		2,900	Cost of ADP over projections
20	145	0 010 TAX COLLECTION SALARY & WAGES:	7,000		Vacant Positions filled by Temp. Serv
20	145	0 020 TAX COLLECTION OTHER EXPENSES:		1,000	Cost of Temp Serv to fill vacancy
20	150	0 010 TAX ASSESSMENT SALARY & WAGES:		3,255	Cost budgeted in another account
20	150	0 020 TAX ASSESSMENT OTHER EXPENSES:		6,850	Assessment Card and Tax Map Cost
20	155	0 010 TWP ATTORNEY SALARY & WAGES:		3,429	Cost budgeted in another account
20	155	0 020 TWP ATTORNEY OTHER EXPENSES:	5,000		Balance projected
22	195	196 010 HOUSING INSPEC SALARY & WAGES:		10,164	Positions budgeted in other sections
22	195	197 010 FIRE MARSHALL SALARY & WAGES:	5,202		Positions budgeted in other sections
22	195	198 010 ELEC/PLUMB INS SALARY & WAGES:	1,903		Positions budgeted in other sections
22	195	198 020 ELCE/PLUMB INS OTHER EXPENSE		14,000	Cost budgeted in another account.
22	195	199 010 UNIFORM FIRE SALARY & WAGES:	25,000		Positions not filled
23	220	0 020 EMPLOYEE GROUP OTHER EXPENSES:	1,160		Account under budgeted
25	240	010 POLICE SALARY & WAGE		49,000	Retirements not budgeted and insufficient funds for unscheduled events
25	265	0 010 FIRE DEPARTMENT SALARY& WAGE	15,000		Position not filled
26	290	290 010 PW ADMINISTRATION S&W	19,000		Position not filled
26	290	291 010 ROADS AND STREES SALARY & WAGE	55,000		
26	305	0 010 RECYCLING SALARY & WAGES:	44,350		Position not filled
26	305	0 020 RECYCLING OTHER EXPENSES:	2,351		Balance projected
26	305	1 001 Garbage & Trash - Contractual		12,000	New Contract July 1, 2001.
26	310	0 010 BUILDING & GRD SALARY & WAGES:	25,000		Balance projected
27	340	0 010 ANIMAL CONTROL SALARY & WAGES:		4,646	
27	345	0 010 PUBLIC ASSIST SALARY & WAGES:	8,500		Balance projected
28	370	0 010 RECR SERV&PROG SALARY & WAGES:	10,000		Balance projected
31	430	0 020 ELECTRICITY OTHER EXPENSES:		57,601	Additional Cost for JFK
32	465	0 020 LANDFILL/WASTE OTHER EXPENSES:		80,000	
36	471	0 020 PERS OTHER EXPENSES:	10,000		Balance projected
36	472	0 020 SOCIAL SECURIT OTHER EXPENSES:		18,880	
36	475	0 020 PFRS OTHER EXPENSES:		35	
Total Inside CAP			278,466.00	278,466.00	
43	490	0 010 MUN.COURT SALARY & WAGES:		6,600	
43	495	0 010 PUBLIC DEFENDE SALARY & WAGES:	6,600		
Total Outside CAP			6,600	6,600	




Page 2

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

November 27, 2001

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO.L 2001 – 136

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

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

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

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


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

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

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

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

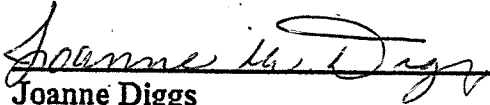
  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Engle Construction

The money necessary to fund said contract is in the amount of \$ 45,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-909-400. These funds are not being certified as being available for more than one pending contract.

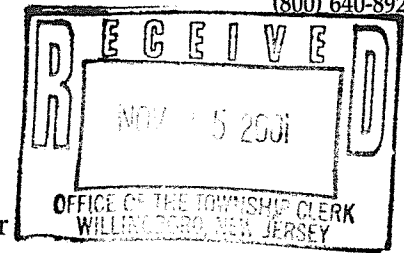
  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

November 14, 2001

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

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



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

Thomas J. Miller, PE & PP, CME  
Jeffrey S. Richter, PE & PP

RE: Willingboro Town Center  
Change Order No. 2  
Fill Requirements by NJDOT Permit Approval  
Willingboro Township  
LAWB File No. 99-39-15-15

John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicis, Jr., CLA, PP, AICP

Dear Ms. Rose & Members of Council:

At the Township Council conference in October, I discussed and received a consensus from the Council allowing the requested change order amounting to approximately \$60,000 for the fill areas dictated by the NJDOT permit approval in the grass median at the Route 130 North entrance to the Town Center. Council commented that it was required to install the entrance; therefore there was no choice. Council also commented that they were not in agreement to paying for any soils excavated from the Town Center property and used for this purpose.

I have negotiated with Eagle Construction Company and was able to achieve the following:

1. For a lump sum change order totaling \$45,000, Eagle Construction will fill all areas on-site requiring fill. This covers the median area at the entrance and all other areas where on-site material was not in sufficient quantity to fill and would need to be purchased for installation.

Please note that these costs are not for the cost of materials, but rather the transport, placement, compaction and grading of the material.

I recommend the approval of this change order in the amount of \$45,000.00 in that it considers all fill required on the entire site for a cost of approximately \$15,000 less than that required for working fill only in the median area at the Route 130 North entrance. This change order is the second requested. The two change orders constitute a 2.2% change in the contract.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

*Carl A. Turner / dac*  
Carl A. Turner, PE  
Township Engineer

CAT: dac

99-39-15\CATROSE-COUNCIL-CO2-N14.DOC (01)

CHANGE ORDER NO. 2

Contractor Eagle Construction Services, Inc. Date October 26, 2001  
 Address 1624 Jacksonville Road Project No. Willingboro Town Center  
P.O. Box "E" Willingboro Township, NJ  
Burlington, NJ 08016 LAWB File No. 99-39-15-15

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: The permit approval from the NJDOT for the entrance drive into the Town Center from Route 130 North requires the existing ground surface to be raised. This constitutes a fill area and requires a change order.

**EXTRA**

No.	Description	Quantity	Unit Price	Amount
3E	On-site Fill	1 LS	\$45,000.00	\$45,000.00

Amount of Original Contract..... \$2,660,273.40

Carl A Turner

Carl A. Turner, PE – Township Engineer

Date

Adjusted amount of Contract due to previous Change Orders..... \$2,674,422.40

Willingboro Township  
Municipality

Supplemental..... \$0.00

Extra..... \$45,000.00

Edie Campbell  
Mayor

11/27/01  
Date

Reduction..... \$0.00

Eagle Construction Services, Inc.  
Contractor

Adjusted Amount of Contract..... \$2,719,422.40

UAT JCL  
By: Signed

11-14-01  
Date

Change in Contract..... 2.22 %



# TOWNSHIP OF WILLINGBORO

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

**November 28, 2001**

**Mr. Carl Turner  
Lord, Anderson, Worrell & Barnett  
651 High Street  
P.O. Box 68  
Burlington, New Jersey 08016**

**Dear Mr. Turner:**

**Enclosed is a copy of Resolution No. 136-2001 adopted  
at the Willingboro Township Council meeting of November 27, 2001  
approving a Change Order for Eagle Construction/Town Center.**

**Sincerely,**

**Rhoda Lichtenstadter, RMC  
Township Clerk**

**Enclosure**

/eb

**TOWNSHIP OF WILLINGBORO**  
**RESOLUTION 2001 - 137**

**AN RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
ADOPTING A DRUG FREE ZONE MAP**

**Whereas**, it is necessary and appropriate for the Township of Willingboro to adopt a map showing the areas in which "Drug Free Zones" are established in accordance with the authority of N.J.S.A. 2C:35-7.1, and

**Whereas**, the statute authorizes the governing body to adopt the map by Resolution,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro assembled in public session on November 27, 2001 that, in accordance with and pursuant to the authority of N.J.S.A. 2C:35-7.1 et seq. the Township of Willingboro hereby adopts

a map showing the drug free zones within the Township of Willingboro dated


August 17, 2001 and prepared by Carl Turner, PE, the  
Township Engineer,

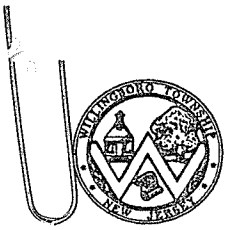
is hereby approved and adopted as the official finding and record of the locations and areas within the municipality property which are used as a "School," "Public Housing Facility," "Public Park" and "Public Building" as defined by N.J.S.A. 2C:35-8 (f) and of the areas on or within five hundred (500) feet of such public housing facility, public park or public building.

**Be It Further Resolved** that copies of this Resolution and the map shall be provided to the Willingboro Director of Public Safety and to Burlington County Prosecutor for their information and attention.

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

Certified to be a true copy of the Resolution duly adopted by the Willingboro Township Council at a public meeting held on November 27, 2001

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



# TOWNSHIP OF WILLINGBORO

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

**November 28, 2001**

**Mr. Robert D. Bernardi  
County Prosecutor  
49 Rancocas Road  
Mt. Holly, New Jersey 08060**

**Dear Mr. Bernardi:**

**Enclosed is a certified copy of Resolution No. 137-2001 adopted  
at the Willingboro Township Council meeting of November 27, 2001  
adopting a Drug Free Zone Map.**

**Sincerely,**

  
**Rhoda Lichtenstadter, RMC  
Township Clerk**

**Enclosure**

/eb



**TOWNSHIP OF WILLINGBORO**

**Resolution 2001- 138**

**A Resolution Authorizing the Disposal of a certain motor vehicle owned by the Township of Willingboro and its use in trade for a replacement vehicle**

**Whereas**, the Township Council of the Township of Willingboro, on the recommendation of the Willingboro Township Police Department, has determined that the vehicle described as a

1987 Oldsmobile, 4 door, blue, Vin 2G3AJ51WOJ2310196

is surplus and no longer needed for use by the Township of Willingboro, and

**Whereas**, the property declared as surplus can be used in trade for a replacement vehicle and that such use is in the best interests of the Township of Willingboro,


**Now Therefore, Be It Resolved**, by the Township Council of the Township of Willingboro, assembled in public session on November 27, 2001, that in accordance with the recommendation of the police department the aforesaid vehicle shall be treated as surplus property and shall be used in trade for a replacement vehicle, and

**Be It Further Resolved** that the Township Manager be and hereby is authorized to proceed with the trade of the property as hereby authorized and the Mayor or the Deputy Mayor or the Township Manager and the Township Clerk are hereby authorized to execute any documents necessary for the transfer of the title to the equipment in accordance with this Resolution, and

**Be It Further Resolved** that copies of this Resolution shall be provided to the Township Manager and the Township Chief Financial Officer for their information and attention.

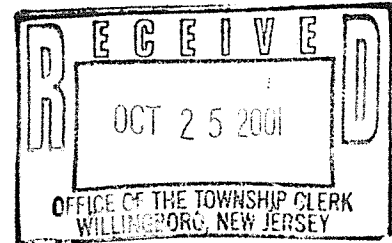
  
\_\_\_\_\_  
**Eddie Campbell, Jr.**  
Mayor

Certified to be a true copy of the Resolution duly adopted by the Willingboro Township Council at a public meeting held on November 27, 2001

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

*Forwarded to B.K.*

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



TO: William Kearns, Solicitor  
FROM: Lieutenant Donna Dimitri  
RE: 1987 Oldsmobile  
DATE: October 25, 2001

---

In 1997 the Willingboro Police Department Narcotics Unit conducted an investigation, which resulted in the forfeiture of a 1987 Oldsmobile, 4 door, blue, Vin 2G3AJ51WOJ2310196. We have been using the vehicle for the past four years.

At this time we would like to trade the vehicle to Willingboro Chrysler Plymouth for another vehicle to be used by our Narcotics Unit. Once authorization is obtained from Council, we will exchange the 1987 Oldsmobile and finalize the deal with Willingboro Chrysler Plymouth. The new vehicle will be titled to Willingboro Township, as are all other vehicles.

Thank you for your attention in this matter.

*Donna C. Dimitri*  
Donna C. Dimitri  
Lieutenant  
Criminal Bureau

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* OCT-29-2001 MON 09:39 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* OCT-29 09:38 AM KEARNS 36" 2 SEND OK 760 \*  
 \* TOTAL : 36S PAGES: 2 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

**TO:** *Stellison J. Kearns*  
**COMPANY:** \_\_\_\_\_  
**DATE:** *10/29/01*  
**TO FAX NO.** *Auto*  
**FROM:** *(Doris) Ansel EXT 6203 PAGES 2*

RESOLUTION NO. 2001 - 139

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

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

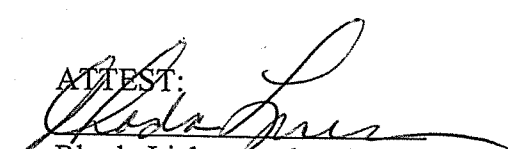
- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/27, 2001, that an Executive Session closed to the public shall be held on 11/27, 2001, at 8:10p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**RESOLUTION NO. 2001-140**  
**A RESOLUTION AUTHORIZING LIENS AGAINST**  
**REAL PROPERTY FOR THE ABATEMENT OF**  
**CERTAIN CONDITIONS IN ACCORDANCE WITH**  
**THE PROPERTY MAINTENANCE CODE OF THE**  
**TOWNSHIP OF WILLINGBORO.**

WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

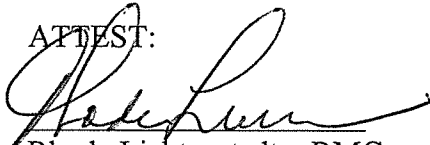
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of December , 2001, that the attached schedule is hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

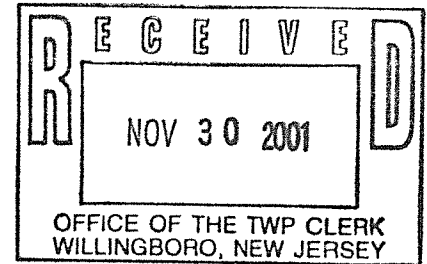
# WILLINGBORO TOWNSHIP 146

## INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

RHODA LICHTENSTADTER  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS



DATE: NOVEMBER 30, 2001

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$3,677.18** for the time period of November 1, 2001 through November 30, 2001.

Under ordinance 21-9.13, I am placing liens against the following properties.

<b>Grass Cuttings:</b>	2 Properties@	\$ 48.00	\$ 96.00
	1 Property@	\$ 108.00	\$ 108.00
	3 Properties@	\$ 144.00	\$ 432.00
	2 Properties @	\$ 96.00	\$ 192.00
	1 Property @	\$ 88.00	\$ 88.00
		<b>Total</b>	<b>\$ 916.00</b>

Green Thumb Lawn & Landscaping

**Property Maintenance:** Properties

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>WORK DONE</u>	<u>AMOUNT</u>
122 New Castle Ln.	1019-18	Re shingle roof, clean gutters, remove debris	\$2,611.18
<b>Foundation Builders</b>			
18 Blueberry Ln.	206-5	Emergency Board up	\$ 150.00

Stokley's, Inc.

**Total** **\$3,677.18**

Leonard Mason  
Director of Inspections

RESOLUTION NO. 2001- 141

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

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

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

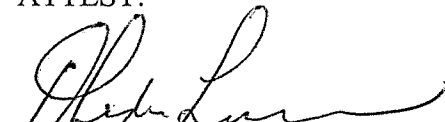
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of December, 2001, that refunds be made as per the attached schedule; and

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



EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC

Township Clerk

FIDELITY TAX CORP. \$1859.35  
302/237 3371 BRUNSWICK PIKE  
LAWRENCEVILLE, N.J. 08648  
BLOCK 1135  
LOT 6  
74 TRIANGLE LANE  
BLOCK 629 LOT 11  
170 HAZELWOOD CIRCLE  
OVERPAYMENT TAXES

CAROL & MICHAEL GREG 1206.82  
41 MERCATOR LANE  
WILLINGBORO, N.J. 08046  
BLOCK 537  
LOT 40  
41 MERCATOR LANE  
OVERPAYMENT TAXES

INDEPENDENCE ABSTRACT & TITLE 56.91  
1040 KINGS HIGHWAY NORTH  
SUITE 700  
CHERRY HILL, N.J. 08034  
BLOCK 403  
LOT 22  
57 WINDSOR LANE  
OVERPAYMENT TAXES



RESOLUTION NO. 2001 - 142


A RESOLUTION FOR APPLICATION FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FOR 2002

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2002, to provide services to our senior citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of December, 2001, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

  
EDDIE CAMPBELL, JR.  
Mayor

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



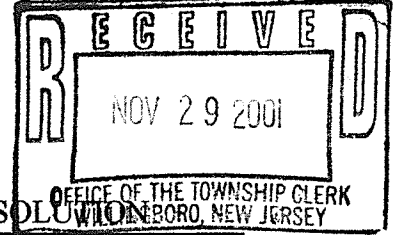
# TOWNSHIP OF WILLINGBORO

KENNEDY CENTER 429 JFK WAY  
WILLINGBORO, NEW JERSEY 08046  
(609) 871-5700 FAX (609) 871-6990

142  
Twp Clerk ✓  
11/29/01

November 28, 2001

TO: DENISE M. ROSE, TOWNSHIP MANAGER  
FROM: HARRY W. McFARLAND, SUPERINTENDENT  
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT RESOLUTION



Please review and have the Township Clerk prepare the necessary resolution for the 2002 Community Development Block Grant. A sample copy is attached. Thank you.

*Harry W. McFarland*  
Harry W. McFarland, Superintendent  
Public Works/Recreation Departments

HWM/jcc  
Att.

RESOLUTION NO. 2001 – 143

AUTHORIZING AGREEMENT FOR EXTRAORDINARY  
UNSPECIFIED SERVICES.

WHEREAS, there exists a need for a FIREWORKS DISPLAYS; and

WHEREAS, the deposit for the fireworks is for \$1500.00; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. required that the resolution authorizing the Award of contracts for “Extraordinary, Unspecifiable Services” without competitive Bids and the contract itself must be available for public inspection; and

WHEREAS, Willingboro Township has certified that this meets the statute and Regulations governing the award of said contracts:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of December, 2001 as

Follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached Agreements with Garden State Fireworks, a certificate of availability is attached. Certifying funds.
2. This contract is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with 40A:11-5(1)(a)(ii) of the Local Public Contracts Law.
3. Notification of contract award shall be printed once in the Burlington County Times.

  
EDDIE CAMPBELL, JR.  
MAYOR


ATTEST:  
  
Rhoda Lichtenstadter, RMC

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Garden State Fire Works  
\$1500.00 AS down payments for FireWORKS  
Displays

The money necessary to fund said contract is in the amount of \$1,500.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Trust other. These funds are not Public Events being certified as being available for more than one pending contract.

  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

THIS AGREEMENT is made on this 12 day of December, 2001, between

**Garden State Fireworks, Inc.**, located at P.O. Box 403, Carlton Road, Millington NJ 07946

hereinafter known and designated as The Party of the First Part;

and the

**Township of Willingboro**, located at the Municipal Complex, One Salem Road, Willingboro NJ 08046,

hereinafter known as the designated Party of the Second Part.

**WITNESSETH:** For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Millcreek Park on the 4th day of July 2002, in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather, to a date to be determined by the parties, at an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating NINETY DAYS after the original scheduled date of the display, thereafter the display will be considered to be canceled. Any cancellation of the fireworks exhibition which takes place at least sixty (60) days prior to the date fixed for the fireworks exhibition shall result in either (1) the rescheduling of the exhibition to another date fixed by the Township or (2) the forfeiture of the deposit actually paid as liquidated damages. Any cancellation less than sixty (60) days prior to the scheduled fireworks exhibition shall result in either (1) the postponement of the fireworks exhibition with the additional payment for an inclement weather postponement or (2) the cancellation under which the Party of the Second Part agrees to additional payment of \$12,500.00, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the Second Part agrees to hold harmless the Party of the First Part of all claims and any claims, legal fees incurred outside the operations or the control of the Party of the First Part. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part.

5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.

6. The Party of the Second Part agrees to produce any and all permits, which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.

7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.

8. The Party of the Second Part shall pay the Party of the First Part a deposit of \$500.00 upon the execution of this Agreement and an additional \$12,000.00 on or before January 30, 2002, which payments constitute FIFTY PERCENT of the cost of the yearly display, subject to the availability of funds in the particular calendar year.

9. Upon delivery of the said display, the full balance, for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.

10. Total contract amount \$25,000.00 United State dollars per year.

WITNESS:

GARDEN STATE FIREWORKS, INC

Wynne S. M. Aze.

By: [Signature] 12/12/01

WITNESS:

TOWNSHIP OF WILLINGBORO

[Signature]  
Rhoda Lichtenstadter, RMC  
Township Clerk

By: [Signature]  
Eddie Campbell, Jr.  
Mayor

**THIS AGREEMENT** is made on this 12 day of December, 2001, between

**Garden State Fireworks, Inc.**, located at P.O. Box 403, Carlton Road, Millington NJ 07946

hereinafter known and designated as The Party of the First Park;

and the

**Township of Willingboro**, located at the Municipal Complex, One Salem Road, Willingboro NJ 08046,

hereinafter known as the designated Party of the Second Part.

**WITNESSETH:** For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Millcreek Park on the 4th day of July 2003, in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather, to a date to be determined by the parties, at an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating NINETY DAYS after the original scheduled date of the display, thereafter the display will be considered to be canceled. Any cancellation of the fireworks exhibition which takes place at least sixty (60) days prior to the date fixed for the fireworks exhibition shall result in either (1) the rescheduling of the exhibition to another date fixed by the Township or (2) the forfeiture of the deposit actually paid as liquidated damages. Any cancellation less than sixty (60) days prior to the scheduled fireworks exhibition shall result in either (1) the postponement of the fireworks exhibition with the additional payment for an inclement weather postponement or (2) the cancellation under which the Party of the Second Part agrees to additional payment of \$12,500.00, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the Second Part agrees to hold harmless the Party of the First Part of all claims and any claims, legal fees incurred outside the operations or the control of the Party of the First Part. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part.

5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.

6. The Party of the Second Part agrees to produce any and all permits, which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.

7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.

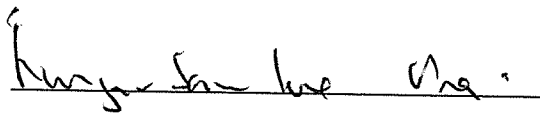
8. The Party of the Second Part shall pay the Party of the First Part a deposit of \$500.00 upon the execution of this Agreement and an additional \$12,000.00 on or before January 30, 2003, which payments constitute FIFTY PERCENT of the cost of the yearly display, subject to the availability of funds in the particular calendar year.

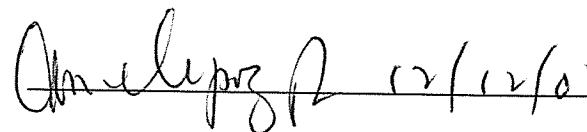
9. Upon delivery of the said display, the full balance, for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.

10. Total contract amount \$25,000.00 United State dollars per year.

WITNESS:


GARDEN STATE FIREWORKS, INC


  
\_\_\_\_\_

By:   
\_\_\_\_\_ 12/12/01

WITNESS:

TOWNSHIP OF WILLINGBORO

  
Rhoda Lichtenstadter, RMC  
Township Clerk

By:   
Eddie Campbell, Jr.  
Mayor



**THIS AGREEMENT** is made on this 12 day of December, 2004, between

**Garden State Fireworks, Inc.**, located at P.O. Box 403, Carlton Road, Millington NJ 07946

hereinafter known and designated as The Party of the First Part;

and the

**Township of Willingboro**, located at the Municipal Complex, One Salem Road, Willingboro NJ 08046,

hereinafter known as the designated Party of the Second Part.

**WITNESSETH:** For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Millcreek Park on the 4th day of July 2004, in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather, to a date to be determined by the parties, at an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating NINETY DAYS after the original scheduled date of the display, thereafter the display will be considered to be canceled. Any cancellation of the fireworks exhibition which takes place at least sixty (60) days prior to the date fixed for the fireworks exhibition shall result in either (1) the rescheduling of the exhibition to another date fixed by the Township or (2) the forfeiture of the deposit actually paid as liquidated damages. Any cancellation less than sixty (60) days prior to the scheduled fireworks exhibition shall result in either (1) the postponement of the fireworks exhibition with the additional payment for an inclement weather postponement or (2) the cancellation under which the Party of the Second Part agrees to additional payment of \$12,500.00, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the Second Part agrees to hold harmless the Party of the First Part of all claims and any claims, legal fees incurred outside the operations or the control of the Party of the First Part. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part.

5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.

6. The Party of the Second Part agrees to produce any and all permits, which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.

7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.

8. The Party of the Second Part shall pay the Party of the First Part a deposit of \$500.00 upon the execution of this Agreement and an additional \$12,000.00 on or before January 30, 2004, which payments constitute FIFTY PERCENT of the cost of the yearly display, subject to the availability of funds in the particular calendar year.

9. Upon delivery of the said display, the full balance, for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.

10. Total contract amount \$25,000.00 United State dollars per year.

WITNESS:

GARDEN STATE FIREWORKS, INC

*Mary Santini Ben.*

By: *Anthony Cepoz Jr 12/12/01*

WITNESS:

TOWNSHIP OF WILLINGBORO

*Rhoda Lichtenstadter*

Rhoda Lichtenstadter, RMC  
Township Clerk

By: *Eddie Campbell Jr*  
Eddie Campbell, Jr.  
Mayor

RESOLUTION NO. 2001 - 144

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/4, 2001, that an Executive Session closed to the public shall be held on 12/4, 2001, at 7:25 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 – 145

A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN ALL NECESSARY  
DOCUMENTS ON BEHALF OF THE TOWNSHIP  
OF WILLINGBORO, WITH RENEWAL &  
SWEETWATER CONSTRUCTION.

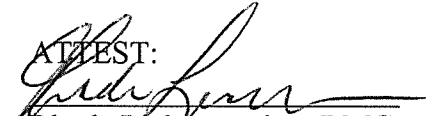
WHEREAS, the Township of Willingboro, and RENEWAL have entered into an agreement for the construction of the Willingboro Library; and

WHEREAS, the development agreement does not include costs for site work, landscaping or children's play area,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of December, 2001, that the Mayor and Clerk are hereby authorized to sign the attached Memorandum of Understanding with revisions included.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Renewal Realty and Sweetwater Construction.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (THIS "MOU") is made and entered into as of the 27<sup>th</sup> day of November, 2001 among the Township of Willingboro, New Jersey (the "Township"), ReNEWal Economic Advisors, LLC ("REA") and Sweetwater Construction Corporation ("Sweetwater").

### WITNESSETH

WHEREAS the Township and ReNEWal on June 22, 2001, entered into a Development Agreement which sets forth the specific terms, conditions, rights and responsibilities of the parties with respect to the design, development and construction of the Library Project; and

WHEREAS, ReNEWal retained Sweetwater as the General Contractor in connection with the Library project for a fee included in the Development Agreement.

WHEREAS, the Development Agreement does not include costs for Site Work, Landscaping or Childrens Play Area.

WHEREAS, Site Work is generally defined as all grading, drainage, utilities, paving, curbing, sidewalks, site lighting and are attached hereto and are:

Drawing Nos.	Revision Date	Prepared by
7.01A	2/28/01	Langan Engineering
20.01	3/01/01	Langan Engineering
21.01	10/25/01	Langan Engineering
22.01	3/01/01	Langan Engineering
24.01	3/01/01	Langan Engineering
24.02	3/01/01	Langan Engineering
27.01	3/01/01	Langan Engineering
27.02	3/01/01	Langan Engineering

WHEREAS, the parties acknowledge that in order to complete the Library construction project, this additional work needs to be started immediately.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and in furtherance of the goals set forth in the Development Agreement, the parties hereby agree as follows:


1. The Township agrees to amend the Development Agreement to include the approximate sum of \$419,180.00 for the additional work.
2. This money will be used for construction related activities for the Site Work for the Library project in the following manner: \$263,373. Site Work; \$99,132. Landscaping; and \$56,675. for Childrens Play Area.
3. The Site Work cost does not include the retaining wall/concrete embankment at the Acme side of the site. When final estimates are prepared any additional cost will be provided for approval.
4. The Landscaping and Childrens Play area costs are estimates. Landscaping is based upon revisions to landscaping drawings. When final estimates are prepared, final costs will be provided for approval.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.


RENEWAL ECONOMIC ADVISORS,  
LLC

By:   
Robert Stang  
Managing Member

THE TOWNSHIP OF WILLINGBORO

By:   
Eddie Campbell, Jr.  
Mayor

SWEETWATER CONSTRUCTION  
CORPORATION

By:   
Ronald C. Witt, Sr.  
President

**WILLINGBORO TOWN CENTER SITEWORK**

11/16/01

Sitework Work Item	Contractor	Amount
General Conditions	Sweetwater	\$36,320
Site Clearing	Central Jersey Wrecking	\$64,842
	Eagle Construction	\$12,500
Sitework	Jersey Construction Inc.	\$557,889
Site Lighting	RS Electric	\$52,000
		<u>\$723,551</u>
Fee (4%)	Sweetwater	\$28,942
	Subtotal	<u>\$752,493</u>
Fee	Renewal	\$37,625
	<b>TOTAL</b>	<u><b>\$790,117</b></u>
	<b>ONE THIRD SHARE</b>	<b>\$263,373</b>

Note: this bid does NOT include any work on the retaining wall/concrete embankment at the Acme side of the site or the childrens play area

Revised 11/27/01

Sitework bids

Eagle Construction	\$1,390,514
KC Construction	\$645,600
Jersey Construction	\$557,889 Revised 11/6/01

**WILLINGBORO TOWN CENTER LANDSCAPING**

11/26/01

Landscaping w/ Value Engineering		
<u>Work Item</u>	<u>Contractor</u>	<u>Amount</u>
General Conditions	Sweetwater	\$9,780
Landscaping	Value Engineered Price	\$262,561
		<hr/>
		\$272,341
Fee (4%)	Sweetwater	\$10,894
	Subtotal	<hr/>
		\$283,235
Fee	Renewal	\$14,161.73
	TOTAL	<hr/>
		\$297,396
	<b>ONE THIRD SHARE</b>	<b>\$99,132</b>

**Landscaping bids: (Original Scope)**

Trees Now, Inc	\$429,158
L.J. Makrancy	\$449,000
Eagle Construction*	\$455,000

\*price was adjusted to add \$30,000 for air entrained top soil.

Rev 11/27/01

Note: value engineering consists of reducing size of trees and shrubs, typically from 4"-4 1/2" caliper to 3"-3 1/2" caliper and shrubs down one size  
air entrained soil has been deleted from the drainage swale area



**WILLINGBORO TOWN CENTER CHILDREN'S PLAY AREA**

11/26/01

<u>Work Item</u>	<u>Contractor</u>	<u>Amount</u>
Concrete	SCC	\$19,000
Screenings & Fabric	Makrancy	\$4,900
Pavers	Makrancy	\$17,000
Fence	Fox Fence	\$11,000
		<u>\$51,900</u>
Fee (4%)	Sweetwater	\$2,076
		<u>\$53,976</u>
Fee	Renewal	\$2,699
	<b>TOTAL</b>	<b><u>\$56,675</u></b>

Note: Play area plantings are included with site landscaping costs.

ReNEWal Willingboro, LLC

P.O. Box 2429

Willingboro, New Jersey 08046

(609) 880-0555 Fax (609) 880-1555

LETTER OF TRANSMITTAL

TO: Denise Rose

COMPANY: Township of Willingboro

ADDRESS: One Salem Road, Willingboro, New Jersey 08046

FROM: Steve Jaffe

PROJECT: WTC-Library

DATE 12/12/01

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER THE FOLLOWING ITEMS:

Shop Drawing Prints Plans Samples Specifications

Copy of Letter Change Order Other

SENT OVERNIGHT

COPIES NO. DATE DESCRIPTION

1 Certificate of Insurance - Sweetwater
1 Executed MOU

MESSAGE:

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**OP ID RH  
SWEET-1DATE (MM/DD/YY)  
12/06/01

PRODUCER

True & Associates  
PO Box 638, 325 North Ave East  
Westfield NJ 07091John True  
Phone No. 908-232-0760 Fax No.  
INSURED

DEC 10 2001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE:

COMPANY A	Crum & Forster Insurance
COMPANY B	Lumberman's Mutual Insurance
COMPANY C	Amer Alternative Insurance
COMPANY D	

Sweetwater Construction Corp.  
269 Prospect Plains Road  
Cranbury, NJ 08512

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	503 1911115	01/01/01	01/01/02	GENERAL AGGREGATE	\$ 2,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000		
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> BLKT ADDL INS END				FIRE DAMAGE (Any one fire)	\$ 100,000		
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB				MED EXP (Any one person)	\$ 5,000		
A	AUTOMOBILE LIABILITY	133 6663269	01/01/01	01/01/02	COMBINED SINGLE LIMIT	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:			
					EACH ACCIDENT	\$		
					AGGREGATE	\$		
B	EXCESS LIABILITY	3SX130296 01	01/01/01	01/01/02	EACH OCCURRENCE	\$ 9,000,000		
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 9,000,000		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				RETENTION	\$ 10,000		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	10A2WC0010038-00	02/01/01	02/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER		
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				<input type="checkbox"/> INCL	<input type="checkbox"/> EXCL	EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000
							EL DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER							

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PROJ: Willingboro Town Center Library #1107, 4382 Route 130, Willingboro, NJ. Township of Willingboro & ReNewal Economic Advisors, LLC are named as Additional Insureds on above Policy No. 503 1911115.

## CERTIFICATE HOLDER

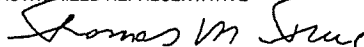
WILLING

ReNewal Economic Advisors,  
LLC  
One Levitt Parkway  
Willingboro, NJ 08046

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



RESOLUTION NO. 2001 - 146

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

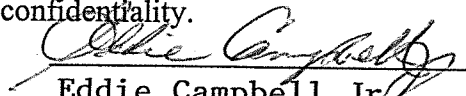
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

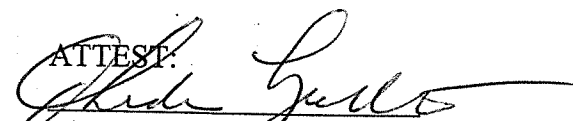
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/10, 2001, that an Executive Session closed to the public shall be held on 12/10, 2001, at 6:45p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2001 - 147

A RESOLUTION AUTHORIZING THE EXECUTION  
OF A MUNICIPAL SOLID WASTE SERVICE CONTRACT  
WITH THE COUNTY OF BURLINGTON FOR THE  
PROVISION OF SOLID WASTE SERVICES.

WHEREAS, in accordance with the provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E- 1 et seq., and the Burlington County District Solid Waste Management Plan (the "Plan") adopted pursuant thereto, the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the "Solid Waste System") to provide for the processing, disposal and recycling of all solid waste generated within Burlington County; and

WHEREAS, the County has determined to provide for continued use of its Solid Waste System by the TOWNSHIP OF WILLINGBORO at a guaranteed cost; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County and for any term agreed upon by the parties; and

WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 11th day of December, 2001, as follows:

Section 1. The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein, with such changes thereto as are approved by counsel to the Township of Willingboro.

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Willingboro named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Willingboro.

Section 3. This Resolution shall take effect immediately.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC, Twp. Clerk

December 12, 2001

Mary Pat Robbie  
Management Specialist  
Office of the Burlington County Freeholders  
P.O. Box 6000  
Mt. Holly, New Jersey 08060

Dear Ms. Robbie:

In accordance with instructions in your letter dated December 4, 2001, attached please find a resolution adopted by Willingboro Township Council at their meeting of December 11, 2001.

Also enclosed are three (3) signed contracts. Please return to us one fully executed contract.

If you have any questions, please let me know.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

rl  
enc:  
cc: Denise Rose, Township Manager

# Board of Chosen Freeholders Of The County of Burlington

P.O. BOX 6000

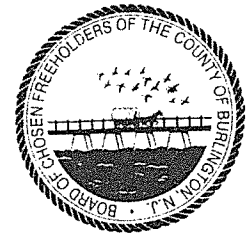
MOUNT HOLLY, NEW JERSEY

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December 4, 2001

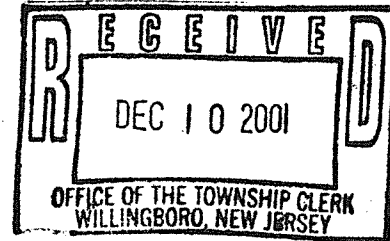
OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

Dawn Marie Addiego  
Theresa D. Brown  
Vincent R. Farias  
William S. Haines, Jr.  
James K. Wujcik



Frederick F. Galdo  
County Administrator/  
Board Clerk  
609-265-5020  
Fax: 609-702-7000

The Honorable Eddie Campbell, Jr.  
Mayor, Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046



RE: Renewal of Solid Waste/Recycling Contracts

Dear Mayor Campbell:

On behalf of the Board of Chosen Freeholders, I am forwarding for your review and approval three (3) copies of a solid waste contract which provides for continuation of recycling and solid waste disposal services for calendar year 2002. This contract becomes effective following the expiration of your current contract on December 31, 2001.

I am pleased to advise you that the contract is unchanged except for a nominal increase of three (3%) in the service charge, which will help cover the County's increased costs to operate both the solid waste and recycling programs. In addition, the one State-imposed tax, the Solid Waste Services Tax, is increasing from \$1.30 to \$1.35 per ton. This will bring the tipping fee at the landfill to \$56.21 per ton for the year 2002.

The tipping fees collected at the landfill also fund the curbside recycling program, as well as the Household Hazardous Waste Facility, which will remain available to your residents. Burlington County remains the only county in the State which continues to operate a curbside recycling program at no additional cost to the towns. If a municipality elects not to contract with the County for solid waste disposal services, the municipality must assume the responsibility and cost of the State-mandated recycling program.

I am also taking the liberty of providing you a complete list of disposal fees, including the most recent charges for recycling bulky materials. The County endeavors to keep the charges for these items as low as possible, and the fees typically reflect only our direct costs, less revenues (if any) derived from sale of materials. At present, revenues are received only from the sale of scrap metal. In the case of tires, the County pays to send tires to a private recycler. All other bulky recyclables are processed on site.

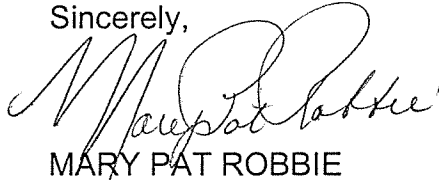
Solid Waste/Recycling Contracts  
December 4, 2001  
Page Two

As you may be aware, there are cases when the county accepts recyclable bulky items at no charge. This past year we also had the opportunity, via State grants, to offer "tire amnesty days," which enabled residents to turn in scrap tires free of charge. Because the markets for recyclables are subject to unexpected fluctuations, our charges are subject to change. However, we hope the enclosed list will assist you in answering questions posed by residents, and we hope you will work with us in encouraging residents to source separate and recycle bulky items.

Finally, in order to provide for continuity of service, I would encourage you to execute and return to us all three copies of the solid waste agreement as soon as possible. The Freeholder Director will execute the contracts on behalf of the County. A fully-executed copy will be returned to you.

Your continued support of the County's solid waste programs is very much appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Pat Robbie".

MARY PAT ROBBIE  
Management Specialist

cc: Frederick F. Galdo, County Administrator  
Evan H.C. Crook, Solicitor



# BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX

2002 DISPOSAL FEES

EFFECTIVE JANUARY 1, 2002

TIPPING FEE FOR WASTE CLASSES 10, 13, 23, 25, 27, 401

BASE RATE:

\$49.97 PER TON

TAX RATE:

1. Solid Waste Services Tax	1.35
2. Landfill Closure & Contingency Tax	1.50
3. Florence Township Host Benefit	1.53
4. Mansfield Township Host Benefit	1.53
5. County Solid Waste Enforcement Tax	.33

TOTAL TAX: \$ 6.24 PER TON

TOTAL TIPPING FEE FOR WASTE CLASSES 10, 13, 23, 25, 27

\$56.21 PER TON

SLUDGE TIPPING FEE (ID12)

\$48.00 PER TON

TIPPING FEES FOR SOURCE SEPERATED WASTE:

SOURCE SEPARATED SCRAP METAL	\$ 0.00 PER TON
SOURCE SEPARATED WHITE GOODS WITH FREON OR PROPANE TANK	\$ 8.00 EACH
SOURCE SEPARATED FREON AND PROPANE TANKS	\$10.00 EACH
SOURCE SEPARATED AUTO TIRES (WITHOUT RIM)	\$ 2.50 EACH
SOURCE SEPARATED AUTO TIRES (WITH RIM)	\$ 3.25 EACH
SOURCE SEPARATED TRUCK TIRES (WITHOUT RIM)	\$ 7.50 EACH
SOURCE SEPARATED TRUCK TIRES (WITH RIM)	\$ 8.50 EACH
SOURCE SEPARATED BALLAST - WITH LIGHT FIXTURE	\$ 2.00 EACH
SOURCE SEPARATED BALLAST - WITHOUT LIGHT FIXTURE	\$ 1.50 EACH
SOURCE SEPARATED FRIABLE ASBESTOS	\$ 6.07 PER BAG
SOURCE SEPARATED NON-FRIABLE ASBESTOS	\$ 3.44 PER BAG
*WOOD (MIXED), SOURCE SEPARATED	\$49.00 PER TON
*WOOD (LUMBER), SOURCE SEPARATED	\$17.00 PER TON
*WOOD (PALLET), SOURCE SEPARATED	\$17.00 PER TON
*WOOD (STUMPS), SOURCE SEPARATED	\$27.00 PER TON
*WOOD (TREE PARTS/BRUSH), SOURCE SEPARATED	\$22.00 PER TON
WOOD (BRUSH/TREE PARTS), SOURCE SEPARATED - MUNICIPALITY'S ONLY	\$ 2.00 PER TON
*WOOD (TREATED), SOURCE SEPARATED OR MIXED LOAD	\$125.00 PER TON
SOURCE SEPARATED, PROPERLY PACKAGED FLOURESCENT LAMPS	
UNBROKEN TUBES (4 FEET LONG)	\$0.44 EACH
UNBROKEN TUBES (8 FEET LONG)	\$0.88 EACH
BROKEN TUBES	\$1.75 PER LB

SURCHARGES FOR SPECIAL WASTE FOUND IN TIPPED LOADS

FRIABLE ASBESTOS IN MIXED LOAD	\$147.21 PER LOAD
NON-FRIABLE ASBESTOS IN MIXED LOAD	\$136.56 PER LOAD
RELOAD FEE	\$160.00 PER LOAD
ALKALINE BATTERY PACK IN MIXED LOAD	\$10.00 EACH
LEAD ACID BATTERY IN MIXED LOAD	\$5.00 EACH
AUTO TIRES (WITHOUT RIM) IN MIXED LOAD	\$8.50 EACH
AUTO TIRES (WITH RIM) IN MIXED LOAD	\$10.00 EACH
TRUCK TIRES (WITHOUT RIM) IN MIXED LOAD	\$18.00 EACH
TRUCK TIRES (WITH RIM) IN MIXED LOAD	\$24.00 EACH
WHITE GOODS (WITH FREON OR PROPANE TANK) IN MIXED LOAD	\$20.00 EACH
WHITE GOODS (WITHOUT FREON OR PROPANE TANK) IN MIXED LOAD	\$15.00 EACH
FREON OR PROPANE TANK IN MIXED LOAD	\$20.00 EACH
NON-SOURCE SEPARATED AND/OR IMPROPERLY PACKAGED FLOURESCENT LAMPS	
UNBROKEN TUBES (4 FEET LONG)	\$0.88 EACH
UNBROKEN TUBES (8 FEET LONG)	\$1.76 EACH
BROKEN OR IMPROPERLY PACKAGED TUBES	\$3.50 PER LB

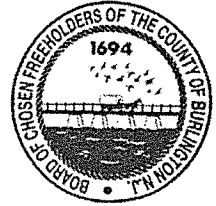
\*PLEASE NOTE THAT WOOD WASTE TIPPING FEES HAVE BEEN INCREASED FOR 2002.

Board of Chosen Freeholders  
Of The County of Burlington

OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

P.O. BOX 6000  
MOUNT HOLLY, NEW JERSEY

08060-6000

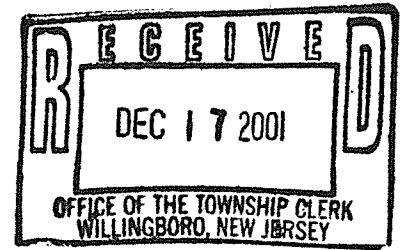


Dawn Marie Addiego  
Theresa D. Brown  
Vincent R. Farias  
William S. Haines, Jr.  
James K. Wujcik

Frederick F. Galdo  
County Administrator /  
Board Clerk  
609-265-5020  
Fax: 609-702-7000

December 14, 2001

Rhoda Lichtenstadter, RMC, Township Clerk  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046



Dear Ms. Lichtenstadter:

I am returning herewith a fully executed copy of the municipal solid waste service contract between the Township of Willingboro and the County of Burlington which covers the period January 1, 2002 to December 31, 2002.

Your continued support of the County's solid waste and recycling programs is greatly appreciated.

Very truly yours,

Vincent R. Farias  
Freeholder Director

VRF/ds

cc: Mary Pat Robbie, Management Specialist

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**MUNICIPAL SOLID WASTE SERVICE CONTRACT**

**by and between**

**COUNTY OF BURLINGTON, NEW JERSEY**

**and**

**WILLINGBORO TOWNSHIP**

**Dated as of January 1, 2002**

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ARTICLE IV ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES

Section 4.01. General .....9  
Section 4.02. Service Charges .....9  
Section 4.03. Payment and Collection of Service Charges .....9  
Section 4.04. Deficiency Charges .....10  
Section 4.05. Payment of Service Charges.....10  
Section 4.06. Payment of Deficiency Charges .....11  
Section 4.07. Payment of Unacceptable Waste Costs .....11  
Section 4.08. Unconditional Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs; Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Participant Intended to be Equivalent of General Obligation Debt.....11  
Section 4.09. Payment Disputes .....12

ARTICLE V COVENANTS AND REPRESENTATIONS

Section 5.01. Representations of Each Party .....13  
Section 5.02. Covenants of Each Party .....13

ARTICLE VI DEFAULTS AND TERMINATION

Section 6.01. Events of Default .....14  
Section 6.02. Events of Default by Participant .....14  
Section 6.03. Events of Default by the County .....14  
Section 6.04. Remedies of the County .....15  
Section 6.05. Remedies of Participant.....16  
Section 6.06. Pendency of Disputes .....17  
Section 6.07. Exclusivity of Remedies.....17

ARTICLE VII MISCELLANEOUS

Section 7.01. Term of Service Contract .....18  
Section 7.02. Assignment.....18  
Section 7.03. Dispute Resolution .....18  
Section 7.04. Indemnification .....18  
Section 7.05. Further Assurances .....19  
Section 7.06. Cooperative Efforts .....19  
Section 7.07. Relationship With the Parties .....19  
Section 7.08. Notices.....19  
Section 7.09. Modification .....19

Section 7.10. Waiver .....	20
Section 7.11. Severability.....	20
Section 7.12. No Liability of Officers and Employees .....	20
Section 7.13. Governing Law.....	20
Section 7.14. Merger Clause .....	20
Section 7.15. Successors and Assigns .....	20
Section 7.16. Third Party Beneficiaries.....	20
Section 7.17. Occurrence of Uncontrollable Circumstance .....	20
Section 7.18. Headings.....	21
Section 7.19. Counterparts .....	21
SCHEDULE 1 - DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)" .....	23
SCHEDULE 2 - RULES AND REGULATIONS .....	25

**MUNICIPAL SOLID WASTE SERVICE CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the "Service Contract") by and between **BURLINGTON COUNTY, NEW JERSEY** (the "County"), and **WILLINGBORO TOWNSHIP** (the "Participant").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County has developed, implemented and financed a solid waste management system (the "Solid Waste System") to provide for the processing and disposal of, at a minimum, all solid waste generated within the geographic boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan (the "Plan"); and

**WHEREAS**, the County has determined to provide for the use by the Participant, at a guaranteed cost, its Solid Waste System through the disposal or processing of solid waste, recyclables and household and small quantity generator hazardous waste (the "Solid Waste Services") collected by or on behalf of the Participant; and

**WHEREAS**, the Participant has determined that it desires to participate in and utilize the Solid Waste System; and

**WHEREAS**, the parties hereto desire to establish the terms and conditions under which, among other things, the County shall provide the Solid Waste Services and the Participant shall deliver solid waste, recyclables and household and small quantity generator hazardous waste originating within the geographic boundaries of the Participant that is collected by the Participant (or on its behalf under a contract with the Participant) to the facilities that comprise the Solid Waste System for processing and/or disposal; and

**WHEREAS**, the County and the Participant have duly authorized their respective officials to enter into and execute this Service Contract;

**NOW THEREFORE**, in consideration of the premises of the mutual covenants and agreements hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be bound hereby, mutually covenant, promise and agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

**Section 1.01. Certain Definitions.** Capitalized words which are used herein as defined terms shall, unless the context clearly requires otherwise, have the meanings ascribed to such words below. Any capitalized words which are used herein as defined terms which are not defined herein shall have the meanings ascribed to such words in the Service Agreement.

(1) "Acceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations and shall include Landfill Waste, Bulky Waste Recyclables, Designated Recyclables and Household and Small Quantity Generator Hazardous Waste, and shall not include Unacceptable Waste.

(2) "Applicable Laws" means any permits, licenses and approvals issued for or with respect to the System, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, the Participant and/or the System (or any portion thereof), including the Plan.

(3) "Billing Period" means each calendar month in the Billing Year, except that (a) the first Billing Period shall begin on the Commencement Date and shall end on the day preceding the first day of the next calendar month, and (b) the last Billing Period shall end on the last day of the Term of this Service Contract. Any computation made on the basis of a Billing Period shall be adjusted to take into account a Billing Period of less than the actual number of days in the calendar month to which such Billing Period relates.

(4) "Billing Year" means the twelve calendar month period commencing on January 1, 2002 and ending on December 31, 2002.

(5) "Bulky Waste Recyclables" shall have the meaning ascribed to such term in the Rules and Regulations.

(6) "Commencement Date" means, January 1, 2002, the date that the County will commence with the provision of Solid Waste Services.

(7) "Contract Date" means the date of execution of this Service Contract by the parties hereto; however, this Contract shall not be final or binding upon either party until duly executed by both parties.

(8) "County" means the County of Burlington, New Jersey, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the



operation, maintenance and management of the System, also means the County's designated representatives or agents.

(9) "DEP" means the New Jersey Department of Environmental Protection, or any successor thereof, including any agency or department to which the powers of the Department of Environmental Protection shall be transferred.

(10) "Deficiency Charges" means the Service Charges not paid by a Participant's Designated Hauler for Acceptable Waste originating within the geographic boundaries of the Participant and within the control of the Participant and which shall be payable by the Participant in the manner contemplated by this Service Contract, as set forth in Section 4.04 hereof.

(11) "Designated Hauler" means a person or firm who is (a) entitled to deliver Acceptable Waste to the System on behalf of the Participant, and (b) designated as such in a written notice delivered by the Participant to the County.

(12) "Designated Recyclables" means those recyclable materials designated in the Plan from time to time to be source separated by municipalities pursuant to N.J.S.A. 13:1E-99.13.

(13) "Hazardous Waste" means any hazardous waste or hazardous substance as currently or from time to time defined under any Applicable Law but shall not include Household and Small Quantity Generator Hazardous Waste.

(14) "Household and Small Quantity Generator Hazardous Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

(15) "Landfill Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

(16) "Municipal Satellite Household Hazardous Waste Collection Program" means the program established by the County which allows a municipality to collect and store Household Hazardous Wastes originating from residences within the municipality at a central location within the municipality and transport the collected materials to the Household and Small Quantity Generator Hazardous Waste Facility.

(17) "Municipal Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

(18) "Participant" means **WILLINGBORO TOWNSHIP**, a political subdivision of the State of New Jersey, and when used with respect to the delivery of Acceptable Waste also means its designated representatives or agents.

(19) "Plan" means the Burlington County District Solid Waste Management Plan adopted by the governing body of the County pursuant to the provisions of the Solid Waste Act, as the same

has been previously amended and supplemented and as may be further amended and/or supplemented from time to time.

(20) "Resource Recovery Complex" means the facilities located within the 550 acre complex in the Townships of Florence and Mansfield, including, among other facilities as described in the Plan, a sanitary landfill, co-composting facility, scale house, a Household and Small Quantity Generator Hazardous Waste Facility, and Bulky Waste Recyclables receiving, processing and storage area.

(21) "Rules and Regulations" means the rules and regulations that are implemented and modified from time to time by the County relating to the delivery of Acceptable Waste to the System. The Rules and Regulations in effect as of the date of this Service Contract are attached hereto as Schedule 2 and made a part hereof as if set forth in full herein.

(22) "Service Charges" means the fees payable for or with respect to Solid Waste Services, as set forth in Section 4.02 hereof.

(23) "Service Contract" means this "Municipal Solid Waste Service Contract", including the Schedules hereto and any written amendments hereto or supplements hereto that have been executed by both the County and the Participant.

(24) "Solid Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

(25) "Solid Waste Act" means the New Jersey Solid Waste Management Act constituting Chapter 39 of the Pamphlet Laws of 1970, of the State of New Jersey and the acts amendatory thereof and supplemental thereto.

(26) "Solid Waste Services" means the services provided to the Participant under the terms of this Service Contract for or with respect to the transfer, transportation, acceptance, processing, recycling and/or disposal of Acceptable Waste, as follows.

- (i) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;
- (ii) provide for the collection, processing and marketing of Designated Recyclables;
- (iii) operate and maintain the Household and Small Quantity Generator Hazardous Waste Facility at the Resource Recovery Complex and allow access to that facility by residents of the Participant and use by the Participant for Hazardous Wastes it generates in accordance with Applicable Law;

(iv) provide facilities for the receipt and processing of Bulky Waste Recyclables delivered to the Resource Recovery Complex by the Participant.

(27) "State" means the State of New Jersey.

(28) "System" or "Solid Waste System" means (a) the facilities, equipment, personalty, land or interests thereon owned or leased by the County, including the Resource Recovery Complex, to provide for the Solid Waste Services, and (b) the rights and obligations of the County under any contracts or agreements of the County that provide for services, facilities or disposal capacity or under Applicable Law to enable the County to provide for the Solid Waste Services.

(29) "Term" means the term of this Service Contract as set forth in Section 7.01 hereof.

(30) "Ton" means a short ton of 2,000 pounds.

(31) "Unacceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

(32) "Unacceptable Waste Costs" shall have the meaning ascribed to such term in the Rules and Regulations and shall also include all liabilities, damages, claims, demands, expenses, suits or actions including appeals, fines, penalties and reasonable attorney's fees in connection with any civil or administrative proceeding arising from the presence of such Unacceptable Waste at the Resource Recovery Complex or the processing, removal or disposal of such Unacceptable Waste, including, without limitation, any suit for personal injury to, or death of, any person or persons, or loss or damage to property resulting from the presence, removal, disposal or inadvertent processing of such Unacceptable Waste.

(33) "Uncontrollable Circumstances" shall have the meaning set forth on Schedule 2 hereto which by this reference is made a part hereof as if set forth in full herein.

**Section 1.02. Terms Generally.** Whenever the context may require, any pronoun which is used in this Service Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice a versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Service Contract shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" which are used in this Service Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

## ARTICLE II

### OPERATION AND MANAGEMENT OF SYSTEM

**Section 2.01. Operation and Management of System.** From and after the Commencement Date, the County shall be obligated to operate, maintain and manage the System so as to provide Solid Waste Services to the Participant in the manner contemplated by the terms of this Service Contract. The County's activities in furtherance of the provisions of this Section 2.01 shall be undertaken in accordance with all Applicable Laws, including specifically and without limitation the provisions of the Solid Waste Act, and in a manner that is consistent with the provisions of the Plan in effect from time to time; provided however, that no Event of Default shall exist with respect to any violation of Applicable Law if the County is diligently and in good faith contesting the Applicable Law.

**Section 2.02. Competitive Facilities.** During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration for the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Participant agrees that it will not design, acquire, construct, operate, maintain or manage (directly or indirectly through contracts or agreements executed by or on behalf of the Participant) any facilities or contract for the transfer, transportation, acceptance, processing and/or disposal of Acceptable Waste with any other entity or to any other system.

## ARTICLE III

### PROVISION OF SOLID WASTE SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

**Section 3.01. Provision of Solid Waste Services.** From and after the Commencement Date and during the Term of this Agreement, the County shall provide Solid Waste Services to the Participant in the manner contemplated by the terms of this Service Contract.

Notwithstanding the above to the contrary, in the event that any component of the System is not capable of providing the Solid Waste Services contemplated by the Service Contract, the County shall be entitled to utilize the System (and any facilities and/or contractual agreements that comprise the System) in such manner as the County reasonably determines is the most effective and environmentally secure means of providing the Solid Waste Services contemplated hereunder.

**Section 3.02. Waste Delivery Obligations.** During the period from the Commencement Date through the Term of the Contract, the Participant shall deliver to the System all Acceptable Waste originating within the geographic boundaries of the Participant that is collected by the Participant (or on its behalf through a contract with the Participant). Such Acceptable Waste shall be delivered to the System in accordance with the Rules and Regulations.

**Section 3.03. Waste Screening Obligations.** In order to assure, to the maximum extent practicable, that only Acceptable Waste is delivered to the System, the Participant shall take such actions as are reasonably determined by the Participant to be required so as to identify, segregate and remove Unacceptable Waste from the Solid Waste that is delivered to the System by such Participant.

**Section 3.04. Waste Flow Enforcement Obligations.** The Participant acknowledges that the County currently implements a County-wide program of waste flow enforcement and will continue to undertake a program of enforcement. However, the Participant is obligated and shall take such actions as are reasonably determined by the Participant to be required to assure that, to the maximum practicable extent, (a) only Acceptable Waste is delivered to the System in the manner contemplated by the terms of this Service Contract, and (b) all Acceptable Waste that is generated within the geographic boundaries of the Participant and over which it has control or for which it has responsibility is delivered to the System so as to effectuate the provisions of this Service Contract. To the extent permitted by Applicable Law, the Participant agrees to use reasonable efforts to enforce its rights under any contracts, licenses, franchises or other legal arrangements so that all Acceptable Waste required to be delivered to the System by the Participant hereunder is so delivered.

Notwithstanding anything contained herein to the contrary, execution of this Service Contract by the Participant shall evidence the Participant's acknowledgment and agreement that the County may (in the absence of Participant's actions) undertake a program of enforcement on behalf

of the Participant (or in addition to the Participant) in order to satisfy the Participant's obligations hereunder.

**Section 3.05. Disposal of Unacceptable Waste.** The Participant shall be obligated (and the County shall have no obligation) to provide for the disposal of Unacceptable Waste generated within the geographic boundaries of the Participant and over which it has control or for which it has responsibility. Such Unacceptable Waste shall be disposed of at such other processing and/or disposal facilities arranged by or procured by the Participant.

The Participant shall use reasonable efforts to prevent the delivery of Unacceptable Waste to the Resource Recovery Complex and shall pay Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Participant in accordance with Section 4.09 hereof. If, after the date on which the Participant makes a payment for Unacceptable Waste Costs, the County receives proceeds from insurance or other third-party payments in respect of such Unacceptable Waste Costs, the County shall credit the Participant with an amount equal to the lesser of (i) the net proceeds from such insurance or other third-party payments and (ii) the Unacceptable Waste Costs paid by the Participant.

**Section 3.06. Scales; Weighing; Records and Regulation of Deliveries.** The County shall operate and maintain scales for the purpose of weighing each loaded vehicle delivering Acceptable Waste to the System, shall maintain records of the number of Tons of Acceptable Waste delivered to the System and may reject deliveries to the System of Unacceptable Waste, all in accordance with the Rules and Regulations.

**Section 3.07. Rules and Regulations.** The Participant hereby acknowledges that it has reviewed and is familiar with the Rules and Regulations and it is a condition to the provision by the County of the Solid Waste Services that the Participant comply with the Rules and Regulations. The County may further modify and enforce the Rules and Regulations. The Rules and Regulations in effect as of the Contract Date are attached hereto as Schedule 2. The Participant shall also require that its Designated Haulers comply with all Rules and Regulations.

## ARTICLE IV

### ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES

**Section 4.01. General.** During the Term of this Service Contract, the Participant shall be charged, and will be obligated to pay, (a) Service Charges, as provided hereunder, plus (b) if applicable, payment of Deficiency Charges.

**Section 4.02. Service Charges.**

Landfill Waste. The Participant shall pay a Service Charge to the County of \$56.21 for each Ton of Landfill Waste delivered to the System by the Participant during the Billing Year. The Service Charge consists of a base rate of \$49.97 per Ton, State Solid Waste Service Tax of \$1.35 per Ton, host community benefit fees of \$3.06 per Ton, Sanitary Landfill Closure and Contingency Fund Tax of \$1.50 per Ton, and a County solid waste inspection fee of \$0.33 per Ton. Notwithstanding such calculations, if the solid waste taxes or host community benefit fees imposed are greater or lesser than as indicated above, the Service Charges will be increased by the greater amount but shall in no event be reduced if lesser.

Bulky Waste Recyclables. The Participant shall pay a Service Charge to the County for each Ton of Bulky Waste Recyclables delivered to the System by the Participant during each Billing Year. The Service Charge for Bulky Waste Recyclables shall be the charge per Ton as posted at the Resource Recovery Complex at the time of delivery thereof.

Small Quantity Generator Hazardous Waste. The Participant shall pay a Service Charge to the County for Small Quantity Generator Hazardous Waste delivered to the System by the Participant during each Billing Year. The Service Charge for Small Quantity Generator Hazardous Waste shall be the charge per pound, per gallon, or per unit in effect at the time of delivery.

Household Hazardous Waste. In consideration for the delivery of Acceptable Waste to the System pursuant to Section 3.02, the County shall continue to provide access to the Household and Small Quantity Generator Hazardous Waste Facility to residents and to the Participant if the Participant elects to transport to the Facility Household Hazardous Waste collected under a Municipal Satellite Household Hazardous Waste Collection Program.

Designated Recyclables. In consideration for the delivery of Acceptable Waste to the System pursuant to Section 3.02 hereof, the County will continue to provide for the collection, processing and marketing of Designated Recyclables.

**Section 4.03. Payment and Collection of Service Charges.** (a) General. The County shall at all times take all reasonable measures that are permitted by Applicable Law to charge, collect and enforce payment of all Service Charges to the County or for its account.

(b) Payment By Participant. In the event that Acceptable Waste is delivered by the Participant (through collection and delivery of such Acceptable Waste by the Participant's employees) to the System, the County shall charge and collect the applicable Service Charges directly from the Participant.

(c) Payment by Participant's Designated Haulers. In the event that Acceptable Waste is delivered to the System on behalf of the Participant by a person or firm (other than the Participant's employees) pursuant to the terms of a contract with the Participant, the County shall charge and collect the applicable Service Charges directly from the person or firm delivering such Acceptable Waste to the System on behalf of the Participant, or from the Participant, at the Participant's option; provided however, execution of this Service Contract by the Participant shall constitute the Participant's acknowledgment and agreement to make payment of Deficiency Charges if such person or firm fails to make payment of the Service Charges payable on behalf of such Participant under this paragraph (c). In no event shall any Designated Hauler's failure to pay amounts to the County due hereunder relieve the Participant of its obligation to pay the Service Charges.

**Section 4.04. Deficiency Charges.** In the event that the amount of Service Charges collected from the Designated Haulers with respect to any Billing Period is less than the total amount of Service Charges due and payable by the Participant for or with respect to the provision of Solid Waste Services, the County shall charge the Participant and the Participant shall make payment to the County of such shortfall (hereinafter referred to as "Deficiency Charges"). The County shall provide written notice to the Participant setting forth, at a minimum, the amount of such Deficiency Charges and the method utilized by the County in calculating such Deficiency Charges. Such written notice shall also include sufficient documentation relating to the method of calculation and the assumptions and estimates utilized in such calculation.

**Section 4.05. Payment of Service Charges.** (a) Payment by Participant. Subject to the provisions of Section 4.05(b) hereof, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly by the Participant to the County. Payment of such Service Charges shall be made by the Participant either by (1) check, made payable to the County, and paid within thirty (30) days of the date of the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates, or (2) by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Participant with the County. The amount of such withdrawal shall be equal to the amount reflected on the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates.

(b) Payment by Participant's Designated Hauler. In the event that the Participant elects to have the County collect the Service Charges payable by the Participant from its Designated Haulers, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be



paid directly to the County by the Designated Haulers by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Participant's Designated Haulers with the County or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. The amount of such withdrawal or draw on the irrevocable letter of credit shall be equal to the amount reflected on the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates.

**Section 4.06. Payment of Deficiency Charges.** The Participant shall make payment of all Deficiency Charges within thirty (30) days following receipt of the written notice referred to in Section 4.04 hereof and an invoice from the County relating to such Deficiency Charges.

**Section 4.07. Payment of Unacceptable Waste Costs.** The Participant shall pay all Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Participant to the System. Such payment shall be made within thirty (30) days following receipt of an invoice from the County for such Unacceptable Waste Costs.

**Section 4.08. Unconditional Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs; Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Participant Intended to be Equivalent of General Obligation Debt.** (a) Unconditional Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs. (i) The obligations of the Participant to make payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs shall be absolute and unconditional (subject to the provision of Section 4.09 and Section 7.03 hereof and exercise of the remedies provided in Section 6.04 or Section 6.05 hereof, as the case may be) and shall remain in full force and effect for the Term of this Service Contract. The obligations of the Participant to make payment of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs shall not be affected, modified or impaired upon the occurrence from time to time of any event whether or not with notice to, or the consent of, the Participant, except to the extent otherwise provided herein or by the mutual agreement of the parties.

(ii) No act of commission or omission of any kind or at any time upon the part of the County with respect to any matter whatsoever shall in any way impair the rights of the County to enforce any right, power or benefit under this Service Contract and no set-off, counterclaim, reduction, or diminution of any obligation, or any defense of any kind or nature (other than performance by the Participant of its obligations hereunder) which the Participant has or may have against the County shall be available hereunder to the Participant against the County or anyone succeeding to the County's interest.

(iii) The Participant further agrees that all payments of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs made by the Participant hereunder, will when made, be final and agrees that if any payment of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs is recovered from or repaid by the County, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Participant, this Service Contract shall

continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(b) Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Participant Intended to be Equivalent of General Obligation Debt. The Participant is fully, unconditionally and irrevocably obligated to pay Services Charges, Deficiency Charges and Unacceptable Waste Costs hereunder in the same manner and to the same extent as in the case of general obligation bonds issued by the Participant. Accordingly, the Participant is unconditionally and irrevocably obligated and hereby agrees to levy ad valorem taxes upon all the taxable property within the Participant for the payment of such Service Charges, Deficiency Charges and Unacceptable Waste Costs (if sufficient moneys therefor are not otherwise available) without limitation as to rate or amount as permitted under applicable law.

**Section 4.09. Payment Disputes.** If (a) a Participant (or its Designated Haulers on behalf of the Participant) disputes the amount of any Service Charges or (b) a Participant disputes the amount of any Deficiency Charges and/or Unacceptable Waste Costs, the Participant (or, to the extent applicable, its Designated Haulers acting on behalf of the Participant) shall provide notice to the County of such disputed amount, together with sufficient information to allow the County to understand the nature of the dispute, which notice shall be delivered no later than fifteen (15) days prior to the due date of the amount disputed; provided however, nothing contained herein shall be deemed to constitute a waiver of claims relating to prior payments, credits or adjustments, subject to application of relevant statutes of limitations for such claims under applicable laws. In such event, the Participant (or to extent applicable, its Designated Haulers acting on behalf of the Participant) shall make payment of the full amount of the Service Charges, Deficiency Charges and/or the amount of any Unacceptable Waste Costs invoiced, as the case may be. If the amount of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs, as the case may be, that is in dispute is ultimately determined not to be due and payable, such disputed amount shall be paid by the County to the Participant (or, to the extent applicable, to its Designated Haulers).

To the extent that any payment disputes cannot be resolved by the parties, the provisions of Section 7.06 hereof shall govern resolution of such dispute.

## ARTICLE V

### COVENANTS AND REPRESENTATIONS

**Section 5.01. Representations of Each Party.** Each party represents and warrants to and with the other, as follows:

(a) Each party is duly organized and existing in good standing under the laws of the State of New Jersey and is duly qualified and authorized to enter into and perform the obligations set forth in this Service Contract.

(b) The execution and performance of this Service Contract (1) have been duly authorized by the governing body of such party, (2) do not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to such party or any provisions of such party's charter, ordinances or resolutions.

(c) The execution of this Service Contract and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party, or any agreement, indenture, mortgage, bond, contract, instrument or applicable laws to which the party is subject or by which such party is bound. This Service Contract has been duly executed and constitutes a legal, valid and binding obligation of the party.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Service Contract, or any other agreement or instrument entered into by the party in connection with the transactions contemplated hereby.

**Section 5.02. Covenants of Each Party.** Each party covenants to and with the other that such party will not take any actions or omit to take any actions the effect of which would limit the ability of such party to perform their respective obligations under the terms of this Service Contract, except to the extent mandated by Applicable Laws.

## ARTICLE VI

### DEFAULTS AND TERMINATION

**Section 6.01. Events of Default.** Events of Default and applicable remedies therefore are set out in this Article VI.

**Section 6.02. Events of Default by Participant.** The following shall constitute Events of Default on the part of the Participant unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the County:

(a) persistent and repeated failure by the Participant to timely perform any material obligation under the terms of this Service Contract, except the obligations which are described in Section 6.02(b) and (d) hereof; or

(b) failure to pay amounts which are owed by the Participant to the County under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) (1) the Participant being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the Participant, under the laws of any jurisdiction or against the Participant, if the Participant does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) days of the institution of such proceeding, or (3) any action or answer by the Participant, approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the Participant, which shall substantially interfere with its performance thereunder; or

(d) failure to satisfy the representations, warranties and/or covenants which are provided in Section 5.01 and Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the County specifying such failure and requesting that such condition be remedied.

**Section 6.03. Events of Default by the County.** The following shall constitute Events of Default on the part of the County unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Participant:

(a) a material failure by the County to timely perform any obligation under the terms of this Service Contract, except the obligations which are described in Section 6.03(b) and (d) hereof; or

(b) failure to pay (or credit) amounts which are owed by the County to the Participant under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) (1) the County being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) days of the institution of such proceeding, or (3) any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance thereunder; or

(d) failure to satisfy the representations, warranties and/or covenants which are provided in Section 5.01 and/or Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the Participant specifying such failure and requesting that such condition be remedied; or

**Section 6.04. Remedies of the County.** (a) The County and the Participant agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.02(a) and (b) hereof shall be (i) a suit seeking performance by the Participant of the provisions of this Service Contract, including the performance by the Participant of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (ii) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.02(d) hereof, if, within a period of thirty (30) days after the Participant shall have received notice from the County that an Event of Default has occurred under the terms of Section 6.02(d) hereof, such notice describing in reasonable detail the nature of the Event of Default, and the Participant has neither remedied nor has commenced and continue to pursue with due diligence an effective remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, the County and the Participant agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the Participant of the provisions of this Service Contract, including its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

Notwithstanding the above to the contrary, if the failure by the Participant to make any payments required to be made under the terms of this Service Contract causes the County to be in default under the terms of any agreement executed for or with respect to the provision of Solid Waste Services and if any such agreement is terminated as a result of such default, the County may terminate this Service Contract forthwith. Such termination shall be effective as of the effective date of the termination of the defaulted agreement.

(c) The occurrence of an Event of Default described under Section 6.02(c) hereof shall not require notice by the County as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.02(c) hereof may be waived by the County if the County determines, in its sole discretion, that the Participant will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the County successfully pursues an action to enforce any remedy provided in this Section 6.04, the Participant shall be liable to the County for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the County in connection with such action.

(e) This Section 6.04 shall survive termination of this Service Contract.

**Section 6.05. Remedies of Participant.** (a) The County and the Participant agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.03(a) and Section 6.03(b) hereof shall be (i) a suit seeking performance by the County of the provisions of this Service Contract, including the performance by the County of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (ii) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.03(d) hereof, if, within a period of thirty (30) days after the County shall have received notice from Participant that an Event of Default has occurred under the terms of Section 6.03(d) hereof, such notice describing in reasonable detail the nature of the Event of Default, and the County has neither remedied nor has commenced and continue to pursue with due diligence an effective remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, the County and Participant agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the County of the provisions of this Service Contract, including its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

(c) The occurrence of an Event of Default described under Section 6.03(c) hereof shall not require notice by the Participant as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.03(c) hereof may be waived by the Participant if the Participant determines, in its sole discretion, that the County will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the Participant successfully pursues an action to enforce any remedy provided in this Section 6.05, the County shall be liable to the Participant for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the Participant in connection with such action.

(e) This Section 6.05 shall survive termination of this Service Contract.

**Section 6.06. Pendency of Disputes.** Notwithstanding anything contained in this Service Contract to the contrary, if there shall be a dispute concerning the right of either party to terminate this Service Contract, both parties shall continue to perform their respective obligations hereunder as if this Service Contract were in effect and both parties rights shall continue in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

**Section 6.07. Exclusivity of Remedies.** Notwithstanding anything to the contrary in this Service Contract, neither the County nor the Participant shall be liable for or obligated to pay punitive, consequential, special, incidental or indirect damages in connection with the performance of this Service Contract.

Where payments, charges, credits, adjustments or other remedies are specified in this Service Contract for the failure of either party to perform its obligations hereunder on account of an Event of Default, such specified payments, charges, credits, adjustments or remedies shall be the exclusive remedy.

## ARTICLE VII

### MISCELLANEOUS

**Section 7.01. Term of Service Contract.** This Service Contract (including the respective obligations of the parties to perform hereunder) shall be effective on the Contract Date (notwithstanding that the provision of Solid Waste Services will not commence until the Commencement Date) and shall end, unless extended by the mutual consent of the parties, on December 31, 2002.

**Section 7.02. Assignment.** This Service Contract may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that the County may, without the prior written consent of the Participant, assign its interest hereunder to (i) any trustee for the holders of obligations issued by the County to finance the System, and (ii) any entity that is designated by the County as the Implementation Agency pursuant to the Solid Waste Act, in which case the Participant shall execute and deliver any consents to assignment and attornment agreements in form and content reasonably satisfactory to such assignee; provided however, any costs incurred by the Participant with respect to actions required to be taken by the Participant shall be paid by the County.

**Section 7.03. Dispute Resolution.** Any dispute arising between the parties under the terms of this Service Contract (including any assertion that an Event of Default has occurred) shall be resolved through the use of any available equitable and/or civil procedures. However, except with respect to matters described in Section 6.02(b) or Section 6.03(b) hereof, prior to the filing of any action with the courts relating to such dispute, the parties agree that such dispute shall be the subject of informal negotiations between the parties for a period of not less than fifteen (15) days.

**Section 7.04. Indemnification.** (a) Each of the parties (the "Indemnifying Party") agrees to hold the other harmless and to indemnify and defend the other and its respective consultants and all officers, members, employees and agents (the "Indemnified Parties") from any and all liability, claims, actions, demands, losses, judgments, expenses, cost of suit (including reasonable attorney's fees) arising or alleged to arise from the performance or non-performance of any obligations required to be performed by the Indemnifying Party described herein. No party shall, however, be required to reimburse or indemnify any other party for any matter to the extent that it is due to the negligence, willful misconduct or wrongful act of such Indemnified Party.

(b) The County shall indemnify and defend the Participant's Indemnified Parties from any and all liabilities, claims, actions, demands, losses, judgments, expenses, costs of suit (including reasonable attorney's fees) arising out of the provision of Solid Waste Services in the manner contemplated under this Service Contract.

(c) The Participant shall indemnify and defend the County Indemnified Parties from any and all liabilities, claims, actions, demands, judgements, expenses, costs of suit (including attorneys'



fees) arising out of the performance of its obligations hereunder or the delivery of waste to the System by the Participant or its Designated Haulers.

**Section 7.05. Further Assurances.** Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Service Contract; provided however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Service Contract.

**Section 7.06. Cooperative Efforts.** The parties hereto agree to exercise all reasonable efforts to cooperate in obtaining any regulatory approvals required in order to effectuate the terms of this Service Contract. In this regard, the parties hereto agree that upon reasonable request, the parties shall provide the opportunity to review and comment upon all draft documents prepared in connection with the transactions contemplated by the terms of this Service Contract.

**Section 7.07. Relationship With the Parties.** No party to this Service Contract shall have any responsibility whatsoever with respect to services which are to be provided or contractual obligations which are to be assumed by the other party and nothing in this Service Contract shall be deemed to constitute either party as a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

**Section 7.08. Notices.** Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier or telecopy, as follows:

If to the County:            **The County of Burlington, New Jersey**  
Office of the County Freeholders  
49 Rancocas Road  
Mount Holly, New Jersey 08060  
Attention: County Administrator

If to Participant:        **[Address]**

Changes in the respective addresses to which notices may be directed may be made from time to time by either party by written notice to the other party.

**Section 7.09. Modification.** The provisions of this Service Contract may be amended and/or supplemented from time to time. Any such amendment and/or supplement shall be effective only if set forth in a written instrument approved by each party hereto.

**Section 7.10. Waiver.** The waiver by either party of a default or of a breach of any provision of this Service Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**Section 7.11. Severability.** In the event that any provision of this Service Contract shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Service Contract or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

**Section 7.12. No Liability of Officers and Employees.** No commissioner, director, officer, agent or employee of the County or the Participant shall be held personally liable under any provision of this Service Contract or as a result of its execution or attempted execution or as a result of any breach or alleged breach hereof.

**Section 7.13. Governing Law.** This Service Contract and any questions governing its validity, construction or performance shall be governed by all applicable laws of the State, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance.

**Section 7.14. Merger Clause.** This Service Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and this Service Contract supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

**Section 7.15. Successors and Assigns.** This Service Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

**Section 7.16. Third Party Beneficiaries.** It is not intended that this Service Contract make any person or entity a third party beneficiary hereof (including without limitation the trustee for the holders of the System Obligations), notwithstanding the fact that persons or entities other than the County and the Participant may be benefitted thereby.

**Section 7.17. Occurrence of Uncontrollable Circumstance.** In the event that an Uncontrollable Circumstance has occurred, and is continuing, during the pendency of such occurrence, the party affected thereby shall be relieved of its obligations hereunder; provided however, that if the result of the Uncontrollable Circumstance is an increase to the County of the costs of providing the Solid Waste Services then fifty (50%) percent of such costs shall be passed on to the Participant and other users of the System on a per ton basis.

**Section 7.18. Headings.** Captions and headings in this Service Contract are for ease of reference only and do not constitute a part of this Service Contract.

**Section 7.19. Counterparts.** This Service Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have set their hands and their seals on the date first hereinabove written:

THE COUNTY OF BURLINGTON, NEW JERSEY

ATTEST:

By: Dolores Strouse

By: [Signature]  
Freeholder Director

Name: Dolores Strouse

Title: Principal Clerk Typist

[SEAL]

WILLINGBORO TOWNSHIP

ATTEST:

By: [Signature]

By: [Signature]

Name: Rhoda Lichtenstrotter

Name: Eddie Campbell, Jr

Title: Township Clerk

Title: Mayor

[SEAL]

## SCHEDULE 1

### DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

"Uncontrollable Circumstance(s)" means the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Service Contract; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Service Contract:

(a) an act of God, lightning, earthquake, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), epidemics, droughts, high winds, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the County); but not including reasonably anticipated weather conditions for the County's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action and/or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body (other than the County), which, in each case, materially adversely affects (including without limitation delay and cost) the provision of Solid Waste Services or the utilization of the System by the Participant; provided however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action and/or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge;

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval which is necessary for the provision of Solid Waste Services by the County or utilization of the System by the Participant (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided however, that such

suspension, termination, interruption, denial or failure of renewal or issuance or the delay in processing applications, as described above, shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any such determination not to contest such order, judgment, action and/or determination is based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not result in an unsuccessful challenge.

The parties hereto acknowledge that, as of the date of execution of this Service Contract, the acts, events or conditions set forth in paragraphs (a) through (d) above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

**SCHEDULE 2**

**RULES AND REGULATIONS**

**RULES AND REGULATIONS**

**BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX**

- 1.0 Purpose
- 2.0 Definitions
- 3.0 Hours of Operation
- 4.0 Acceptable and Unacceptable Waste
- 5.0 Mandatory Access and Egress Routes
- 6.0 Vehicle Admission Procedures
- 7.0 Unacceptable Waste Handling Procedures
- 8.0 Billing Procedures

**Appendix A - Asbestos Acceptance and Handling Procedures**

**Appendix B - Procedures for Acceptance of Household and Small Quantity Generator Hazardous Waste at the Household Hazardous Waste Facility**



## 1.0 PURPOSE

These rules and regulations shall govern the acceptance of solid waste at the facilities located within the Burlington County Resource Recovery Complex. In general, these rules consolidate and conform to the rules, regulations, and policies that are set forth in the Burlington County District Solid Waste Management Plan, the Permanent Tariff for Solid Waste Disposal at the Burlington County Resource Recovery Complex, the permits issued by the New Jersey Department of Environmental Protection ("DEP") for operation of the facilities, and the Operation and Maintenance Manual for the Resource Recovery Complex that has been filed with and approved by DEP.

## 2.0 DEFINITIONS

The following definitions shall apply:

Bulky Waste Recyclables - means source separated Class B recyclable materials which have been separated at the point of generation from other waste materials, and which include asphalt, brick, brush, concrete, scrap metal, stumps, tires, trees, tree parts, white goods, and wood (including painted, chemically treated, and creosoted. Acceptance of these materials shall be at the discretion of Burlington County.

Complex - means the Burlington County Resource Recovery Complex.

County - means the County of Burlington, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the operation, maintenance and management of the Resource Recovery Complex, also means the County's designated representatives or agents.

DEP - means the New Jersey State Department of Environmental Protection.

Designated Recyclable Material - means those recyclable materials designated in the Burlington County Recycling Plan to be source separated in a municipality in accordance with N.J.S.A. 13:1E-1, et seq.

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations,

scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.

- 3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

#### 4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

- 4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.
- 4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.
  - a. The County reserves the right to prohibit waste which, in its opinion, will adversely affect the operation of the Complex or which may represent a potential threat to the health and safety of operating personnel. Any such determination shall be made by the County.
  - b. The County shall have the right to require pre-processing or pre-treatment of a solid waste prior to accepting the waste if deemed necessary for the health or safety of Complex employees or facilities or for avoidance of delays in Complex operations that would be likely to result if the waste was not pretreated or preprocessed. Any such pretreatment or pre-processing requirements shall be communicated to the waste generator and may include, but are not limited to, wetting dusty wastes, dewatering industrial sludges, or adding lime to grit and screenings.
  - c. The Complex shall have the right to detain any vehicle for investigation and evidence gathering purposes, refuse to service the vehicle, and to take any other action allowable by law if the vehicle is found to contain unacceptable waste or if Complex personnel suspect that the vehicle contains unacceptable waste.

TABLE 1  
ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
10 - Municipal (Household, Commercial and Institutional)	Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as stores, restaurants, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings.
12 - Dry Sewage Sludge	Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
13 - Bulky Waste	Large items of waste material, such as appliances, furniture, and motor vehicle tires.
13C - Construction and	Waste building material and rubble Demolition Waste resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures, including treated and untreated wood scrap, tree parts, stumps and brush, concrete, asphalt, bricks, blocks and other masonry, plaster and wallboard, roofing materials, corrugated cardboard and miscellaneous paper, ferrous and nonferrous metal, non-asbestos building insulation, plastic scrap, dirt, carpets and padding, glass (window and door), and other miscellaneous materials.

TABLE 2  
UNACCEPTABLE WASTE

WASTE TYPE	DEFINITION
13 - Bulky Waste (Subcategory Exclusion)	Discarded automobiles, trucks, and trailers and large vehicle parts.
72 - Bulk Liquid and Semi-Liquids	Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out waste and liquid sewage sludge.
73 - Septic Tank Clean-Out Wastes	Pumping from septic tanks and cesspools, excluding waste from a sewage treatment plant.
74 - Liquid Sewage Sludge	Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved material.
Hazardous Waste	All hazardous wastes as defined in N.J.A.C. 7:26G.
Regulated Medical Waste	Class 1 through 7 as set forth in N.J.A.C. 7:26-3A-6.
Radioactive Waste	Radioactive wastes regulated by the Atomic Energy Act of 1954, 42 U.S.C. 2011 <u>et seq.</u>
Asbestos	Friable and non-friable asbestos and asbestos containing materials delivered in mixed loads of solid waste.
Designated Recyclables	Designated recyclables shall not be accepted for landfill disposal except when delivered in mixed loads in de minimus quantities.

routes at the time of such emergencies.

## 6.0 ADMISSIONS PROCEDURES

- 6.1 All vehicles entering the Complex to deliver acceptable waste must be in compliance with all applicable laws, rules and regulations and shall have all licenses, permits and insurance required by law, including those required by DEP and, upon request, shall furnish evidence of compliance therewith. The Complex may demand evidence of compliance with all applicable laws, rules and regulations, including the submission of sworn statements or official confirmation from a designated responsible official or agent of the owner or operator. The Complex may refuse to admit a vehicle for failure to provide evidence of compliance. The designated responsible official or agent of the owner or operator will be provided a copy of any incident or investigation report prepared by or on behalf of the Complex as soon as practicable.
- 6.2 Each vehicle entering the Complex to dispose of acceptable waste must be in a safe and operable condition and capable of discharging its cargo quickly and expeditiously so as not to cause delay to the Complex or any other customer. Any vehicle not in a safe or operable condition or which, because of size or other reason in the opinion of the Complex personnel will create a hazard to employees of the Complex or other customers or may cause undue delay to operations, may be refused admittance or may be subject to scheduling directives of Complex personnel.
- 6.3 Users and owners shall be responsible for ensuring that their vehicles are of the size and weight that can be safely operated on Complex premises without risk of injury or damage to life, person or Complex premises. All vehicles must be constructed, maintained, loaded and operated so as not to cause any spillage, excessive noise or other problems of any sort while on Complex premises. Vehicle owners and operators shall be responsible for cleaning up or bearing the expense of cleaning a spill on Complex premises. Persons causing or contributing to damage to the Complex shall be held responsible in accordance with New Jersey law.
- 6.4 Vehicles on Complex property shall comply with posted speed limits and with instructions from Complex personnel and shall use proper precautions in the operation of their vehicles on Complex premises.

certifying the waste type and origin of the incoming waste materials. Transporters who supply inaccurate information may be subject to penalties, forfeiture of vehicle and other remedies provided by law.

- 6.8 The Complex may refuse to admit any vehicle if:
- a. Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents or verify the accuracy of representations made concerning the origin of the waste;
  - b. is presenting waste required to be pre-processed or pre-treated as a condition to disposal pursuant to paragraph 4.2(b); or
  - c. Complex personnel cannot determine that the waste may not lawfully be disposed of at the Complex.
- 6.9 Weighing Procedures. After determining that a vehicle may be admitted to the Complex, Scale House personnel shall proceed to weigh the vehicle in accordance with the following procedures:
- a. The gross vehicle weight (the weight of the vehicle and its contents) shall be calculated after the vehicle has been properly aligned and stabilized on the scale. The driver shall step out of the vehicle during the weighing process.
  - b. Once the gross weight is established and it has been determined that the user has the ability to pay for service in accordance with the Billing Procedures set forth herein, the vehicle shall proceed to the appropriate facility as directed by the weighmaster.
  - c. After unloading, all vehicles must return to the Scale House to complete their transaction prior to exiting the Complex. Empty vehicles shall be weighed again to determine the net weight of the contents which were delivered.
  - d. Each transaction at the facility shall be recorded on a ticket which contains all the pertinent information. The ticket shall be signed by a weighmaster and the driver of the vehicle to verify its accuracy. Any inaccuracies in the ticket must be resolved prior to the transporter leaving the Complex.

- 7.3 If Complex personnel determine that waste unloaded on the Transfer Building floor may not lawfully be disposed of in the landfill and they reasonably believe that such waste is not hazardous, the Complex shall return the waste to the hauler, if appropriate. If the waste is returned to the hauler, the hauler shall be responsible for a reloading fee of two and one-half times the charge assessed against the Complex by its contract operator.
- 7.4 If hazardous material or material reasonably believed by Complex personnel to be hazardous has been dumped onto the Transfer Building floor or has been brought to any other place within the Complex, the waste shall be contained and secured and held at the Complex or other location deemed appropriate for storage. The hauler and/or generator shall be responsible for arranging for the timely analysis of such waste if required by DEP or the Complex. The results of said analysis shall be reported to the Complex within 30 calendar days of the date the waste was brought to the Complex or, if safety considerations warrant, within a shorter period of time as is specified by Complex personnel.
- 7.5 The generator and/or hauler shall be responsible for arranging for the proper and lawful preparation for shipment, transportation, and disposal of hazardous waste from the Complex, in accordance with DEP or EPA rules, regulations, orders, and directives. Removal of such waste from the Complex shall be accomplished within ten days from notification to the hauler and generator, if known, by the facility that the waste has been determined to be hazardous or otherwise unacceptable by the facility's solid waste permit. The hauler and/or generator shall be responsible for all costs to test, analyze, manifest, transport and dispose of said waste.
- 7.6 In the event that waste is contained and secured by Complex personnel as constituting hazardous waste or suspected hazardous waste, the hauler and/or generator of said waste shall be responsible for a storage charge of \$1,000 per day plus 2-1/2 times the charge assessed against the Complex by the Complex's contract operator to contain and secure the waste.
- 7.7 In the event that the results of the analysis performed pursuant to Paragraph 7.5 establish that the material may be lawfully disposed of at the Complex or if a generator proposes to dispose of waste which may cause health, safety or environmental problems to the Complex

35th day from the date of the invoice shall be cause for discontinuance of service.

- 8.3 All users other than public entities shall pay for Complex services at the time services are to be rendered through deductions made against a prepaid account established with the Complex or on a cash basis or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. The only acceptable forms of payment for services are business checks, cash (U.S. currency only), certified checks and money orders.
- 8.4 All users other than public entities which elect to pay for services against a prepaid account shall maintain the account with funds totalling twelve days of the user's average daily charge over the preceding six months of service. New accounts shall establish a prepaid account in the following manner:
- a. The deposit amount to be provided shall be phased in over six months, measured from the first day the customer utilizes the Complex. The amount of the deposit after this six-month period shall be the average amount of twelve days' charges over the preceding six-month period.
  - b. The user shall make a payment towards its deposit account every twelfth disposal day, commencing with the first day of service. The first payment shall be the amount of actual charges on the first day of disposal.
  - c. The County shall review the amount of the deposit after five days of service. If the average amount of charges for the five-day period is higher than the amount of the first deposit payment the user shall increase the amount of the deposit to the average daily charge.
  - d. The amount of all subsequent payments towards the deposit account shall be determined by the County and shall constitute two days of the average amount of charges assessed against the user for the period preceding the day the figure is computed, multiplied by the number of months in the period. Payments towards the deposit account shall be made not less than five days after the County has advised the user of the amount due.



## APPENDIX A

### ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

#### 1.0 Acceptable Types of Asbestos.

Friable and non-friable asbestos and asbestos containing material (ACM) that is generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or fewer dwelling units will be accepted for storage and transportation to an off-site disposal facility properly permitted to accept these materials.

Asbestos is a general term used to describe a group of naturally occurring hydrated mineral silicates. The asbestiform varieties include chrysotile (serpentine); crocidolite (riebeckite); amosite; anthophyllite; tremolite and actinolite. Asbestos-Containing Material (ACM) is defined as any material which contains more than one percent asbestos by weight. Asbestos material is further categorized as friable and non-friable. Friable Asbestos Material is any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized or reduced to powder, when dry, by hand pressure. Non-Friable Asbestos Material can not be crumbled, pulverized or reduced to powder by hand pressure. (N.J.A.C. 5:23-8.2 and N.J.A.C. 7.26-1.4)

#### 2.0 Unacceptable Asbestos and Asbestos Containing Material.

Asbestos and ACM will not be accepted if:

- a. It was generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or more dwelling units;
- b. It was generated outside of Burlington County;
- c. The material is improperly bagged, containerized or labeled;
- d. It is commingled with other solid waste;
- e. It is not accompanied with a signed copy of the Generator's 10-day Notification to DEP.

#### 3.0 Vehicle Admission Procedures.

- a. All asbestos and ACM delivered to the Complex must be wetted with water or other approved wetting agent and

- g. The driver of the vehicle shall complete and sign an O & D Form upon delivery of the asbestos or ACM.
- h. Scale House personnel shall not accept any load of asbestos or ACM until they have received a copy of the Generator's 10-Day Notification to DEP. The notification to DEP shall include the following information:
  - 1. Name, address, telephone # of removal project.
  - 2. Quantity and nature of material to be disposed.
  - 3. Name and address of the landfill at which disposal will occur.
  - 4. Date and time of disposal.
  - 5. Name, address, telephone # and NJDEP Registration #, if applicable, of the transporter.

#### 4.0 On-site Handling of Asbestos

- a. All vehicles carrying asbestos and ACM which have been accepted shall be directed by the Scale House to the on-site asbestos storage container area ("ASCA"). Located within the ASCA are two closed rolloff containers, one designated to store friable asbestos and one to store non-friable. One closed rolloff container may be utilized for both friable and non-friable asbestos if the volume of friable asbestos is insufficient to justify a separate container for friable asbestos.
- b. The closed rolloff containers will be locked at all times except during a loading event. As soon as the loading event is complete, the container door will be locked.
- c. A person, properly trained and equipped to handle asbestos and ACM ("Asbestos Worker") will unload the vehicle delivering the asbestos and ACM and carefully place it in the appropriate closed rolloff container for storage.
- d. During all periods of handling asbestos and ACM, the Asbestos Worker shall wear protective clothing, gloves and a respirator. The respirator shall be a type approved for asbestos by the National Institute for Occupational Safety and Health and the Mine Safety and

## APPENDIX B

### PROCEDURES GOVERNING ACCEPTANCE OF WASTE at the HOUSEHOLD AND SMALL QUANTITY GENERATOR HAZARDOUS WASTE FACILITY

#### 1.0 Acceptable and Unacceptable Waste.

##### 1.1 Acceptable Waste.

Acceptable Waste shall include the following:

- a. Hazardous and acutely hazardous waste in liquid, semi-liquid, solid and aerosol forms which are generated by households within Burlington County. If the need warrants, explosives, compressed gas cylinders and radioactive material will be accepted on special, pre-scheduled days at least once per year. No other hazardous waste will be accepted during these special collection events. No explosives, or radioactive material will be accepted for storage.
- b. Hazardous and acutely hazardous waste intercepted at the Complex as a result of the County's waste inspection program for mixed solid waste. Any such waste will be delivered, segregated from the household hazardous waste, and placed in a separate container for temporary storage. The container will be conspicuously marked so as to clearly differentiate this category of waste.
- c. Hazardous and acutely hazardous waste generated by small quantity generators in Burlington County provided that the generator has obtained a Certificate of Registration from the County.

##### 1.2 Unacceptable Waste.

Unacceptable waste shall include the following:

- a. Radioactive wastes, except for specially scheduled collection days for these materials.
- b. Regulated medical wastes as defined at N.J.A.C. 7:26-3A.1 et seq.
- c. Compressed gases, except for specially scheduled collection days for these materials.

completion and submittal of the following documents: 1) SQG Hazardous Waste Services Request & Certification of Generator Status and 2) Waste Information Profile Form for each waste. Upon review and approval of an application for registration, the County will issue a Certificate of Approved Registration to the generator.

This registration will authorize the SQG's use of the Facility for delivery of only those wastes which have approved waste profiles. A registered SQG user may add additional types of hazardous waste to his registration by submitting a waste profile form for each additional waste for approval.

### **3.0 Procedures for Handling Unacceptable Waste.**

#### **3.1 Household Hazardous Waste**

Should a resident bring compressed gases, (other than propane, freon or aerosol cans), explosives or radioactive waste to the facility on days other than the special collection day for the material, the resident will be asked to take the material home and store it until the next special waste collection day. The resident's name, address and telephone number will be recorded for notification of future special waste collection days.

#### **3.2 Small Quantity Generator Waste**

Any SQG waste delivered to the facility which is not acceptable will be rejected. Prior to rejection, staff will obtain 1) the name, address, phone number, and driver's license number of the individual transporting the waste; 2) the make, model, color, license plate number and registration number of the vehicle transporting the waste; 3) a detailed written description of the waste including number and size of containers and the description of the contents of each; and 4) photograph of the waste. The above information will be entered in a log book titled "Rejected SQG Waste." The SQG will be provided on the spot with an informational package regarding the County's SQG Waste Collection Program along with an application for registration.

### **4.0 Transportation of Hazardous Waste to Facility.**

County staff will provide users of the Facility with instructions for containerizing and transporting waste to the Facility. Users will be advised of proper precautions regarding transportation of incompatible wastes and will be

description of each waste material in the delivery, including the generic name, amount in volume and/or weight, waste profile number previously issued by the County, signature of authorized agent for SQG and a Certification of SQG Status.

The Certification of SQG Status provides verification that the SQG is not generating more than the maximum amounts allowed for the SQG exemption provided by EPA and DEP regulation. The County will monitor deliveries of waste to the Facility in order to identify any business that has disposed of more than the regulatory limit on hazardous waste generation or residents that deliver excessively large quantities of hazardous waste at one time or over a period of time. Appropriate follow-up action will be taken in those cases in which an SQG exceeds the SQG limit.

Waste will not be unloaded from a transporter's vehicle until it is determined by Facility staff that a MIS has been accurately completed. County staff shall unload all waste material from the transporter's vehicle. Users shall remain in or by the side of their vehicles while material is being removed.

RESOLUTION NO. 2001 – 148

A RESOLUTION AMENDING RES. NO. 2001 – 82  
AWARDING BID TO WASTE MANAGEMENT  
FOR JOINT PURCHASING PROGRAM SOLID WASTE  
COLLECTION.

WHEREAS, Willingboro Township awarded a bid to WASTE MANAGEMENT OF NEW JERSEY for the solid waste collection program on June 12, 2001; and

WHEREAS, there was an error resulting in an incorrect multiplier in the spread sheet provided by the consultant, AVR RESOURCE GROUP, LLC; and

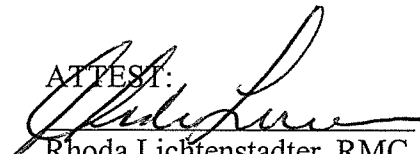
WHEREAS, the error has now been corrected in accordance with the attached correspondence from AVR RESOURCE GROUP,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of December, 2001, that payments be made to Waste Management according to the attached corrected spread sheet.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Office and Waste Management for their information and attention.

  
EDDIE CAMPBELL, JR.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

AVR Resource Group, LLC

45 Deanz Drive, Mount Laurel, NJ 08054  
Phone: 856 722-9797 — Fax: 856 722-1150  
email: [rwillis@avrchoice.com](mailto:rwillis@avrchoice.com)

## Fax Cover Sheet

**To** Rhoda Lichtenstadter, Township Clerk  
**Fax No.** 609 835-0782  
**From** Robert L. Willis  
**Date/Time** Monday, December 3, 2001  
**Subject** Willingboro Trash Costs  
**Pages** 3, including this one

Dear Rhoda;

The enclosed fax sent to Ms. Denise Rose on June 20th and copy to Bill Kearns is self explanatory.

I would assume from your message that you or your financial people were not aware of this change.

If you have any further questions please give me a call.



I would appreciate it if you would send me a copy of the signed contract between Willingboro and Waste Management.



45 Deanz Drive  
Mount Laurel, New Jersey 08054  
Phone - (856) 722-9797 - Facsimile (856) 722-1150  
Email - rwillis@avrchoice.com



# Fax

**To:** DENISE ROSE **From:** Rob Willis

---

**Fax:** 609 835-0782 **Pages:** 2

---

**Phone:** **Date:** 6/20/01

---

**Re:** Revised Solid Waste Contract Numbers

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

● **Comments:**

Dear Denise;

Enclosed is a spreadsheet showing the revised costs for your residential collection. Unfortunately, there was an incorrect multiplier in my previous spreadsheet. This caused Edgewater Park residential units to be overstated and therefore lowered the unit pricing and caused Willingboro to be understated. The error came to light this morning working out the numbers with Waste Management.

You should keep in mind the pricing is still excellent. Since you had a straight lined, 5 year contract previously, your increases were evenly spread over 5 years. Each year your contract increased approx. 2%. This new pricing (contract) is only approx. 2% over what you would have been paying (\$) if you had an incremental contract previously. New pricing after a fix rate contract has a tendency of make any increase larger than it really is.

If you have any questions or would like to discuss this further please give me a call at your convenience.

Cc: Bill Kearns



**WILLINGBORO JOINT PURCHASING PROGRAM  
SOLID WASTE COLLECTION  
COMPARISON OF PRESENT CONTRACT WITH LOWEST BIDDER**

SERVICES TO BE RENDERED	# UNITS	PRESENT COST 2000/2001	COST PER YEAR/3 YEARS	REVISED PROJECTIONS
Residential Collection	11,200	\$ 721,848.00	\$ 729,518.72	\$ 784,896.04
41 Trash Receptacles	thru-out town	done by Public Wks	\$ 6,333.00	\$ 6,333.00
Container/Municipality Facilities	12/4yd.	incl. in resid. contract	\$ 16,423.68	\$ 16,423.68
<b>TOTALS</b>		<b>\$ 721,848.00</b>	<b>\$ 752,275.40</b>	<b>\$ 807,652.72</b>
<b>VARIANCE TO PRESENT CONTRACT PER YEAR</b>				
Dollars			\$ 30,427.40	\$ 85,804.72
Percentage			4.2%	11.9%



# TOWNSHIP OF WILLINGBORO

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

December 12, 2001

Mr. Daniel J. Caraccio  
District Manager  
Waste Management of NJ, Inc.  
P.O. Box 50001  
Trenton, N.J. 08638

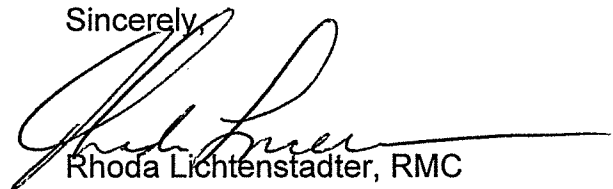
Dear Mr. Caraccio:

Enclosed for your records is a copy of Resolution No. 2001- 148 entitled, A Resolution Amending Resolution No. 2001-82 Awarding Bid to Waste Management for Joint Purchasing Program Solid Waste Collection, adopted at the Willingboro Township Council meeting of December 11, 2001.

Also enclosed is a copy of the bid return sheet.

Thank you for your time and cooperation.

Sincerely,



Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosures

/eb