

RESOLUTION NO. 2000 -101

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

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

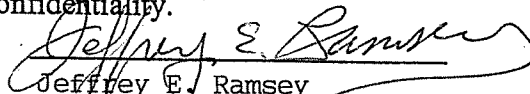
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

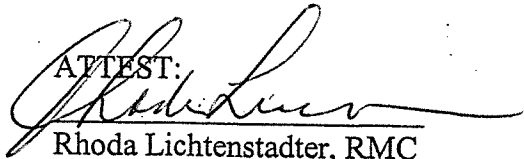
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7-25, 2000, that an Executive Session closed to the public shall be held on 7-25, 2000, at 8:35 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2000 – 102

A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO SIGN THE 2000 MUNICIPAL ALLIANCE  
SUBGRANT AGREEMENT.

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

WHEREAS, a 2000 Letter Agreement between the Council and the Board Sets forth the conditions under which the Board shall administer the grant;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of July, 2000, that The Mayor and Clerk are hereby authorized to sign the Municipal Alliance Grant Agreement.

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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

Board of Chosen Freeholders  
County of Burlington  
New Jersey

*To Council  
for  
Action*

Office of Human Services

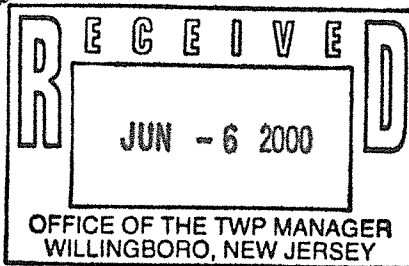
Mental Health Administrator 609-265-5545  
Alcoholism & Drug Unit 609-265-5536  
Social Services Unit 609-265-5546  
Fax: 609-265-5382



Mailing Address

Office of Human Services  
795 Woodlane Road  
P.O. Box 6000  
Westampton, N.J. 08060

June 1, 2000



Dear Mr. Bonaparte:

Re: 2000 Municipal Alliance Agreement

Enclosed are copies of the Subgrant Agreement for your 2000 Municipal Alliance grant award. Please sign and date the Agreements and return *all* copies to me at the Office of Human Services by June 31, 2000. A completely executed Agreement will be returned to you, as well as vouchers for reimbursement.

Please note that item 7a. is now a part of and not an addendum to the Agreement. It references the necessary insurance coverage that each municipality must have in place and on file in the county in order to fully execute this Agreement.

You can always reach me at 609-265-5538 if you have any questions concerning this Agreement or the Municipal Alliance program.

Thank you for your continuing cooperation and support of this program which provides substance abuse prevention education to all the communities in the county.

Sincerely,

*Suzanne R. Menges*  
Suzanne R. Menges  
County Alliance Coordinator

Enclosures

C: Gary Miller, Administrator, Office of Human Services  
Joseph Linneman, Risk Manager

*4 signed copies  
ret to County - see Menges  
7/28/00*



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

[www.willingboro.org](http://www.willingboro.org)

COUNCIL MEMBERS

James E. Ayrer  
Eddie Campbell, Jr.  
Lavonne B. Johnson  
Jeffrey E. Ramsey  
Paul L. Stephenson

TOWNSHIP MANAGER  
Norton N. Bonaparte, Jr.

July 28, 2000

Suzanne R. Menges  
County Alliance Coordinator  
Office of Human Services  
795 Woodlane Road P.O. Box 6000  
Westampton, New Jersey 08060

Dear Ms. Menges:

Enclosed please find four (4) signed and dated copies of the Subgrant Agreement for the 2000 Municipal Alliance Grant award.

Please return a fully executed copy to me.

Thank you for your cooperation,

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

RI

Encs. (4 sets)

*Cups to 5 copies  
8/14/2000*

RESOLUTION NO. 2000 -103


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 1<sup>ST</sup> day of August, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

BRILLA, FRANK 54 SHERWOOD LANE BLOCK 107 LOT 17 54 SHERWOOD LANE VETERAN DEDUCTION	\$50.00
LOANWORKS PO BOX 4045 KALAMAZOO, MI 49003-4045 BLOCK 827 LOT 28 292 EVERGREEN DRIVE OVERPAYMENT TAXES	796.36
MELVIN & BETTY BRENNAN 39 TOLEDO LANE BLOCK 1135 LOT 44 39 TOLEDO LANE VETERAN DEDUCTION	50.00
WALTER THURMAN 21 EAGEN LANE BLOCK 830 LOT 7 21 EAGEN LANE OVERPAYMENT TAXES	808.25
MICHIKO GREER 10 MEADOWLARK LANE BLOCK 504 LOT 4 10 MEADOWLARK LANE OVERPAYMENT TAXES	1296.05
ROLAND KEMLER 33 WINTERBERRY LANE BLOCK 402 LOT 17 33 WINTERBERRY LANE VETERAN DEDUCTION	50.00
DAVID J. & PATRICIA A. HOWARD 133 PLUMTREE LANE BLOCK 305..05 LOT 89 133 PLUMTREE LANE VETERAN DEDUCTION	50.00

RESOLUTION NO. 2000 – 104

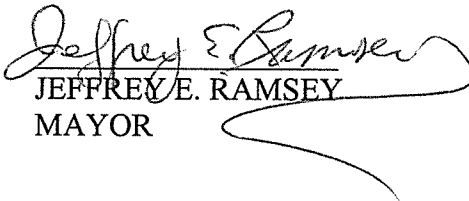
A RESOLUTION TO CANCEL BALANCES

WHEREAS, The records of the Township of Willingboro indicate the existence of unexpended balances of \$80,656.15 in Ordinances 6-1991, 4-1992, 1-1994 and 1-1995. All were funded by D.O.T. for the completed Van Sciver Parkway project; and


WHEREAS, the Township is carrying a receivable from the Department of Transportation for \$78,228.60 for the same project,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of August, 2000, that the Chief Financial Officer is hereby authorized and directed to cancel the same.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer for her information, attention and compliance.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** July 24, 2000  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs  
**SUBJECT:** Cancel Van Sciver Ordinances

During the Audit exit interview it was suggested that we cancel the balances remaining in the Van Sciver ordinances as a matter of housekeeping.

c Rhoda Lichtenstadter ✓



RESOLUTION NO. 2000 – 105

A RESOLUTION AWARDED A BID FOR A  
FIRE DEPARTMENT AIR COMPRESSOR.

WHEREAS, the Township Council of the Township of Willingboro has  
Requested that bids be submitted for Update In-house Air Compressor & Fill Station; 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 AIRPOWER INTERNATIONAL, INC., of Pennsauken, N.J.; 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 1<sup>st</sup> day of August, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2000 - 106

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 Aug. 1, 2000, that an Executive Session closed to the public shall be held on Aug. 1, 2000, 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.

  
Jeffrey E. Ramsey  
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

Air Power International Inc.  
Update Air Compressor & Full Station  
on Fire Unit 11619

The money necessary to fund said contract is in the amount of \$ 29,900.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0100-A. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

RESOLUTION NO. 2000 – 107

AN AWARD OF BID FOR 1999 ROADWAY  
REPAIRS.

WHEREAS, the Township Council of the Township of Willingboro has requested  
That bids be submitted for 1999 ROADWAY REPAIRS PROJECT; and

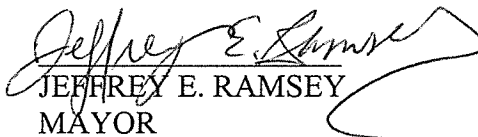
WHEREAS, bids have been received, opened and read in public; and


WHEREAS, based upon the recommendation of the Township Engineer, the low  
Bidder has been disqualified due a non responsive bid, the bid is awarded to ARAWAK  
PAVING; 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 22<sup>nd</sup> day of August, 2000,  
That the bid be awarded as per the attached bid return sheet and recommendations of  
The Township Engineer.

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

  
JEFFREY E. RAMSEY  
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

Asphalt Paving - 1999      Roadway  
Repair

The money necessary to fund said contract is in the amount of \$ 455,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 040599-D1. These funds are not being certified as being available for more than one pending contract.

04-215-55-909-917

Joanne Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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COUNCIL MEMBERS

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*Eddie Campbell, Jr.*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

August 23, 2000

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

Dear Mr. Turner:

Enclosed please find a copy of Resolution No.107-2000 adopted at the Willingboro Township Council meeting of August 22, 2000 awarding the bid for 1999 Roadway Repairs Project to Arawak Paving.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosure

/eb

**BID RETURN SHEET**

UPDATE IN-HOUSE AIR COMPRESSOR AND FILL STATION TO 6000PSI- Bids sent out (1)  
Opened by Billy Massey and Edith Baldwin on Wednesday, July 26, 2000 @10:30 A.M.  
in the Court Conference Room. Also present was Tom Lear.

**AIRPOWER INTERNATIONAL INCORPORATED**

- ONE (1) UPDATE IN-HOUSE AIR COMPRESSOR AND FILL STATION TO 6000PSI  
TWO (2) INSTALL FILL STATION AND UP GRADE AIR SYSTEM ON WILLINGBORO  
FIRE UNIT 1619 TO 6000 PSI AS PER SPECS.

PROPOSAL PRICE: \$29,900.00 NUMBERS

(WORDS)

Twenty-Nine Thousand Nine Hundred Dollars

PROPOSAL PRICE VALID UNTIL 9/24/2000

DELIVERY OF VEHICLE BEFORE \_\_\_\_\_

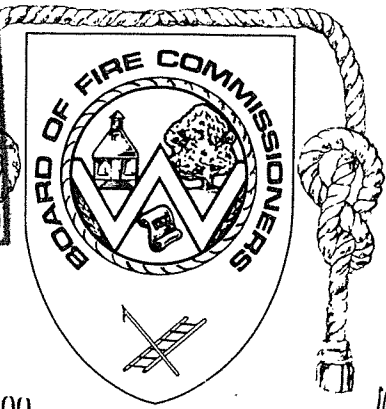
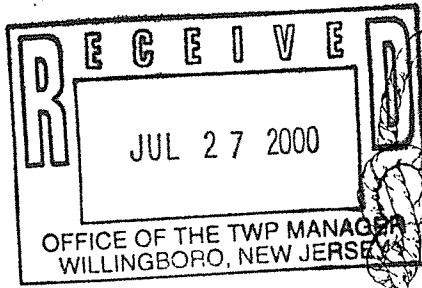
**PAYMENT TERMS:**

**NET CASH(FULL PAYMENT) ON DELIVERY TO WILLINGBORO, NJ FIRE  
HEADQUARTERS.**

To Norm Cheeseman & Billy Massey for review & recommendations.

cc: Mayor, Council, Twp. Mgr. & Solicitor

# township of Willingboro



July 26, 2000

*To Council  
for  
Action  
[Signature]*

To: Norton N. Bonaparte, Jr. Township Manager

From: Norm Cheeseman, Chairman Willingboro Board of Fire Commissioners

Subj.: Award of Contract

Dear Mr. Bonaparte,

On July 26, 2000 Bids were opened for the purpose of the Following.

1. UPDATE IN-HOUSE AIR COMPRESSOR AND FILL STATION TO 6000 PSI
2. INSTALL FILL STATION AND UP GRADE AIR SYSTEM ON WILLINGBORO FIRE UNIT 1619 TO 6000 PSI AS PER SPECS.

Airpower International Incorporated was the low bidder for this project at a price of \$29,900.00 The capital money appropriated for this project was \$30,000.00

It is the recommendation of the Willingboro Board of Fire Commissioners that Airpower International of Pennsauken, N.J. be awarded the contract for this project. and approved by Willingboro Twp. Council at there next meeting.

Norm Cheeseman  
Chairman Willingboro Board  
Of Fire Commissioners

cc: Denise Rose Asst. Twp. manager  
Rhoda Lichtenstadter Twp. Clerk



RESOLUTION NO. 2000 – 108

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE  
BENEFITS FUND RESOLUTION TO RENEW

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

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

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

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

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

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

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

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

Page 2

Res. No. 2000 - cont'd.

Community Affairs.

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND

ADOPTED 8/27/2000

BY: Jeffrey E. Ramsey  
MAYOR

ATTEST:  
[Signature]  
CLERK



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*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

August 23, 2000

Southern New Jersey Regional Employee Benefits Fund  
Park 80 West, Plaza One  
Saddle Brook, New Jersey 07663

Gentlemen:

Enclosed please find a copy of Resolution No. 2000 – 108, renewing the Agreement and a signed copy of the Indemnity and Trust Agreement.

If you have any questions, please call.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

Encs.

R1

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

**INDEMNITY AND TRUST AGREEMENT**

THIS AGREEMENT made this 22 day of Aug, 2000, in the County of Duellington, State of New Jersey, By and Between the **Southern New Jersey Regional Employee Benefits Fund** referred to as "FUND" and the governing body of the Township of Willingboro a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

**WITNESSETH:**

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2001** and ending on **December 31, 2003** at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon written notice to the FUND.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for

the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

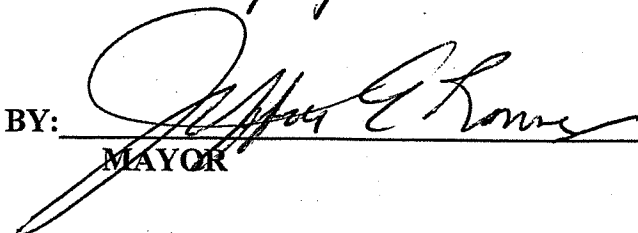
- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

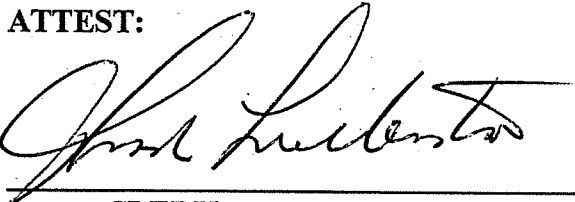
9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

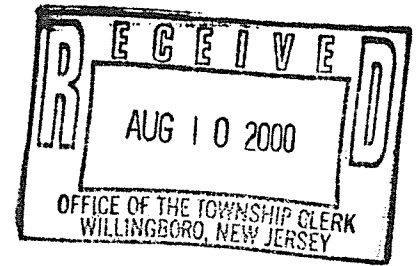
ADOPTED: 8/27/2000

BY:   
MAYOR

ATTEST:   
CLERK

**Southern New Jersey Regional Employee Benefits Fund**

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



**HONORABLE MAYOR AND COUNCIL**

Date: August 7, 2000

Re: Membership Renewal

Dear Honorable Mayor & Council:

Thank you for your continued membership in the Southern New Jersey Regional Employee Benefits Fund through December 31, 2000. To maintain your membership for another three years in the Fund, I have enclosed two sample documents for execution by your Municipality: 1) Resolution to Renew, 2) Indemnity & Trust Agreement.

To continue your respected membership, please execute the attached Resolution to Renew and the Indemnity & Trust Agreement and return to the Fund office no later than September 30, 2000.

Sincerely,  
Southern New Jersey Regional Employee Benefits Fund

A handwritten signature in cursive script that reads "Robert Mania".

Robert Mania, Account Manager  
Public Entity Risk Management Administration, Inc. (PERMA)

Enclosure

cc: Fund Commissioner

RESOLUTION NO. ~~2000~~ - 109

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

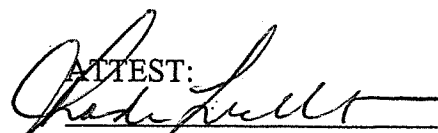
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8/22, 2000, that an Executive Session closed to the public shall be held on 8/22, 2000, at 7:30p.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.

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk



RESOLUTION NO. 2000 – 110

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A FINANCIAL AGREEMENT AND AMENDED REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO URBAN RENEWAL LLC.

WHEREAS, the Willingboro Urban ReNEWal LLC has made application to the Township of Willingboro for approval of development plans for Block 3, Lot 4.01, by the rehabilitation of certain existing buildings thereon and the development of the parcel into a Town Center; and

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

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

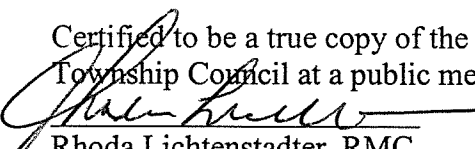
WHEREAS, it is appropriate and necessary for the Township of Willingboro to enter into a Financial Agreement and amended Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNEWal LLC, providing for designation of the subject property being redeveloped by Willingboro Urban ReNEWal LLC as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of August, 2000, that the Financial Agreement and amended Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNEWal LLC, substantially in accordance with the form of the document attached hereto, is approved by the Township Council and the Township subject to compliance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and,

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

  
JEFFREY E. RAMSEY  
MAYOR

Certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on August 22, 2000.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Resolution

Be It Further Resolved that certified copies of this Resolution shall be provided to Willingboro Urban ReNEWal, LLC for their information and attention.

Jeffrey E. Ramsey  
Mayor

Certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on August 22, 2000.

Rhoda Lichtenstadter, RMC  
Township Clerk

**Subject: Resolution**

**Date:** Tue, 22 Aug 2000 10:03:46 -0400

**From:** William Kearns <KearnsW@worldnet.att.net>

**To:** "Norton N. Bonaparte Jr." <NBonapar2@aol.com>

**CC:** Rhoda Lichtenstadter RMC <rhlicht@bellatlantic.net>, "Edward J. McManimon" <emcmanimon@mandslaw.com>, "Thomas J. Hastie, Jr." <thastie@mandslaw.com>, "Robert B. Stang" <livearth1@aol.com>

Here is a Resolution for adoption tonight. It is modeled on the Resolution that we did for Merck-Medco.

Hard copy has been faxed to the Township Clerk. We should discuss.

The "application" just received from Renewal needs to be reviewed to see if it includes everything required under the Long Term Exemption Law.

We will need to adopt some ordinances, which Ed Mcmanimon's office is going to prepare. We can finalize approval of the application for tax exemption once the ordinances are adopted. The Resolution, however, authorizes us to sign the Agreement with Renewal, as we did with Merck-Medco. By the way, Merck-Medco has not finalized its application form yet and has not formally filed it with the Township. Everyone has moved forward on the basis of the agreement, with the understanding that there are some actions needed to finalize everything.

Bill Kearns

TOWNSHIP OF WILLINGBORO  
RESOLUTION NO. 2000-\_\_\_\_\_

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO URBAN RENEWAL LLC

Whereas, the Willingboro Urban ReNEWal LLC has made application to the Township of Willingboro for approval of development plans for Block 3, Lot 4.01, by the rehabilitation of certain existing buildings thereon and the development of the parcel into a Town Center, and

Whereas, those conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board, and

Whereas, the development by Willingboro Urban ReNEWal, LLC is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04, and

Whereas, it is appropriate and necessary for the Township of Willingboro to enter into a Financial Agreement between the Township of Willingboro and Willingboro Urban ReNEWal, LLC, providing for designation of the subject property being redeveloped by Willingboro Urban ReNEWal, LLC as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of August, 2000, that the Financial Agreement between the Township of Willingboro and Willingboro Urban ReNEWal, LLC, substantially in accordance with the form of the document attached hereto, is approved by the Township Council and the Township subject to compliance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and

**FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION**

**THIS FINANCIAL AGREEMENT** (hereinafter "Agreement") dated as of the 11th day of December, 2000, between **WILLINGBORO URBAN RENEWAL, L.L.C.**, a Limited Liability Company organized under the laws of the State of New Jersey (the "State"), qualified to do business under the provisions of the New Jersey Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. ("Exemption Law"), having its principal office at One Gateway Center, 9<sup>th</sup> Floor, Newark, New Jersey 07102 (hereinafter designated as the "Entity"), and the **TOWNSHIP OF WILLINGBORO**, a municipal corporation of the State, having offices at 1 Salem Road, Willingboro, New Jersey 08046 (hereinafter designated as the "Township").

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

**WHEREAS**, by Resolution adopted August 5, 1997, and pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Local Redevelopment and Housing Law"), set forth at N.J.S.A. 40A:12A-6(a), the Township Council of the Township of Willingboro ("Township") directed the Planning Board of the Township of Willingboro ("Planning Board") to conduct a preliminary investigation to determine whether an area comprising the former Willingboro Plaza complex, formerly known and designated as Lot 4.01 in Block 3 on the Official Tax Map of the Township (hereinafter designated as the "Willingboro Town Center Project Area") is an area in need of redevelopment in accordance with the criteria set forth in the Local Redevelopment and Housing Law; and

**WHEREAS**, the Planning Board conducted a preliminary investigation in accordance with the guidelines set forth in the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A-6, and held a public hearing on this matter on September 8, 1997; and

**WHEREAS**, by Resolution No. 1997-09, adopted September 8, 1997, and pursuant to N.J.S.A. 40A:12A-6(b)(5), the Planning Board recommended to the Township Council that the Willingboro Town Center Project Area be determined to be an area in need of redevelopment (the "Redevelopment Area"); and

**WHEREAS**, By Resolution No. 1997-122, adopted September 16, 1997, the Township Council approved the Planning Board's recommendation that the area comprising the former Willingboro Plaza be determined to be an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-6; and

**WHEREAS**, by Ordinance No. 1998-4, adopted May 5, 1998, the Township Council adopted the Redevelopment Plan of the Township of Willingboro ("Redevelopment Plan") for the Redevelopment Area, based on the report containing the recommendation of the Planning Board following the Planning Board's review of the Redevelopment Plan; and

**WHEREAS**, the Township Council has designated ReNEWal Willingboro , L.L.C. (the "Redeveloper") and Willingboro Urban Renewal, L.L.C. (a wholly owned subsidiary of ReNEWal Willingboro L.L.C. that for purposes of this Agreement and to distinguish it from ReNEWal Willingboro, LLC, it's co-redeveloper, shall hereinafter be referred to as the "Entity") as the redevelopers to undertake the necessary actions to construct new, and rehabilitate existing, improvements to the Redevelopment Area (the "Improvements) pursuant to the Redevelopment Plan and the parties have memorialized this relationship in a redevelopment agreement between the Township and the Entity, approved by the Township and dated as of (the "Redevelopment Agreement"), and attached hereto as Exhibit A; and

**WHEREAS**, the Entity is a limited dividend entity organized by the Redeveloper under the laws of the State to act as an urban renewal entity under the Exemption Act; and

**WHEREAS**, in accordance with the Redevelopment Plan and pursuant to the Redevelopment Agreement, the Entity has acquired or will acquire title to land comprising the Redevelopment Area and the existing Improvements and will subdivide the Redevelopment Area into (i) a parcel to contain a warehouse industrial facility (the "Merck Medco Facility), (ii) land to be used by the Township for public infrastructure purposes (the "Public Infrastructure"), (iii) land to be used by the Township for the Township library (the "Public Improvements"), and (iv) land within the Redevelopment Area on which the Entity will construct and rehabilitate the improvements pursuant to the Redevelopment Agreement (the "Project"); and

**WHEREAS**, the parties anticipate the Project will be constructed in units, i.e. buildings or sections of buildings will be constructed and/or renovated in phases, and the parties intend this Agreement to apply as each unit of the Project becomes available for use by means of issuance of a Certificate of Occupancy, or its equivalent providing for occupancy of such unit, under Township Ordinance; and

**WHEREAS**, the Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, any rehabilitation or improvements made in the redevelopment of a redevelopment area, subject to the terms and conditions of a financial agreement complying with the requirements of the Exemption Law set forth at N.J.S.A. 40A:20-9 to 11; and

**WHEREAS**, the Entity has applied to the Township Council for tax exemption pursuant to the Exemption Law and the Redevelopment Plan with respect to the Project (the "Application", a copy of which is attached hereto as Exhibit B); and

**WHEREAS**, by Ordinance No. \_\_\_\_\_, adopted \_\_\_\_\_, the Township Council granted the tax exemption requested by the Entity in the Application subject to the terms

and conditions of this Agreement, and the parties desire to set forth in detail their mutual rights and obligations with respect to the tax exemption applicable to the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties to this Agreement mutually covenant and agree as follows:

1. **Township's Findings**. Pursuant to N.J.S.A. 40A:20-11, the Township makes the following findings with respect to the tax exemption granted in this Agreement:

a. The exemption will benefit the Township and its inhabitants by furthering the rehabilitation of the former Willingboro Plaza complex, which has deteriorated significantly. Rehabilitating the complex will prevent further decline in the condition and value of the property, permitting the Township to rely more on the property as a source of payments in lieu of taxes and future tax revenue, thereby enhancing the long-term value of the property to the Township. These benefits are expected to outweigh substantially any costs to the municipality associated with the tax exemption. This rehabilitation is not expected to cause any increase in municipal services supplied to the former Willingboro Plaza complex. The costs of services associated with this property may in fact be less than they had been because the municipality was regularly required to deal with problems and complaints arising from the need to rehabilitate the property. Moreover, the annual service charges required to be paid pursuant to this Agreement will be at least equal to the amount of total taxes levied against all real property in the Redevelopment Area in the last full tax year in which the area was subject to taxation.

b. The tax exemption to be granted under this Agreement is important to the Township. Because of the substantial cost of rehabilitating the buildings within the Willingboro

Plaza complex, it is likely that the Project would not be undertaken without the incentive of the tax exemption granted under this Agreement.

2. **Redevelopment of the Property.** Consistent with the terms and conditions set forth in the Redevelopment Agreement, the Redeveloper has agreed to undertake the Project, which will be owned by the Entity. The Entity and the Township agree that if the Project is undertaken and completed as contemplated by the Redevelopment Agreement, the goals established in the Redevelopment Plan will be satisfied. The Project is eligible for tax exemption in accordance with the terms of this Agreement and the Exemption Law.

This paragraph is not intended to impose any affirmative obligation to construct the Project, nor to confer any rights with respect to the construction, but only to establish that the Project, as described in the Redevelopment Agreement, complies with the requirements of N.J.S.A. 40A:20-4 and the Redevelopment Plan.

3. **Tax Exemption.** Non-residential Improvements in the Project constructed or acquired by the Entity shall be exempt from taxation in accordance with the provisions of the Exemption Law in the manner provided by this Agreement, for a period of thirty-five (35) years from the date of execution of this Agreement by both parties subject, however, in accordance with N.J.S.A. 40A:20-9 to full performance within thirty (30) years from the date of completion of the Project, or the last unit thereof.

a. The Township and the Entity agree to expand the scope of this Financial Agreement to include residential improvements when the Entity presents its plan for residential development. In weighing the scope of a residential exemption, the Township will consider the style and size of the residential housing units proposed, the density of such units, the potential



benefit to the commercial development of the Redevelopment Project, the impact on Township services and the general welfare of the Township.

4. Annual Service Charge.

a. In consideration of the aforesaid exemption from taxation on improvements, the Entity shall make payment to the Township of an Annual Service Charge ("ASC") for municipal services supplied to the Project. The Township has determined that the ASC shall be based on fifty percent (50%) of the annual gross revenue of the Entity, in accordance with N.J.S.A. 40A:20-12(b)(1), this amount being designated hereinafter as "Initial ACS".

b. In accordance with N.J.S.A. 40A:20-3(a), the annual gross revenue of the Entity will be calculated as provided in Exhibit D hereof and such formula is hereby approved as part of this Agreement.

c. Pursuant to N.J.S.A. 40A:20-12, the ASC shall be paid in quarterly installments on those dates when real estate tax payments are due, subject, nevertheless, to adjustment for overpayment or underpayment within thirty (30) days after the close of each calendar year.

d. As to each unit of improvement, the ASC shall accrue from the first day of the thirteenth month following the issuance of a Certificate of Occupancy, or its equivalent that results in occupancy, by the Township for the Project or any unit thereof. During this period, the Entity shall pay the minimum ASC defined in Section 4(g) herein.

e. The ASC for the first year and last year of the tax exemption shall be calculated on a pro rata basis, based respectively on the number of days remaining in the calendar year or the number of days having elapsed in the calendar year, divided by 365. For the

first year, the tax exemption shall be in effect from the commencement of the tax exemption to the close of the first calendar year. For the year ending the tax exemption, the tax exemption shall be in effect from the first day of the year to the termination of the exemption.

f. Unless the provisions of Paragraph (g) of this section shall apply, the schedule of ASC payments over the term of this Agreement shall be as follows:

<u>Stage</u>	<u>ASC</u>
Years 1-4	Initial ASC
Years 5-9	Initial ASC, increased annually by 2.5% beginning in the fifth year
Years 10-15	The greater of year 9 ACS or 65% of the taxes otherwise due on the value of land and improvements
Years 16-20	The greater of year 15 ASC or 70% of the taxes otherwise due on the value of land and improvements
Years 21-25	The greater of year 20 ASC or 80% of the taxes otherwise due on the value of land and improvements
Years 26-30	The greater of year 25 ASC or 90% of the taxes otherwise due on the value of land and improvements

g. The minimum annual service charge ("Minimum ASC") shall be equal to Thirty-Seven Thousand Dollars \$37,000.00, which was the amount of the total taxes levied against all real property in the Redevelopment Area, less the property to be subdivided for development by Merck Medco Managed Care and for Public Infrastructure and Public Improvements, in the last full tax year in which the area was subject to taxation. The Minimum ASC shall be paid in each year in which the ASC shown on the schedule set forth in the preceding paragraph would be less than the Minimum ASC.

h. The Entity shall receive a credit against the ASC for the amount of real property taxes on land within the Redevelopment Area paid by, or on behalf of, the Entity in the prior year. For any quarterly ASC payment date, the amount of the credit shall be 25% of the sum of the real property taxes on land paid in each of the last four quarterly installments preceding the payment of the ASC. This credit shall not include any interest or penalties which may have been paid.

i. The Entity reserves all rights pursuant to applicable State law with respect to the municipality's determination of the value of land and improvements within the Redevelopment Area, including the right to challenge the annual assessments through a tax appeal or other appropriate proceeding.

5. **Limitation on Profits.** During the period of tax exemption granted under this Agreement, the Entity's profits shall be limited, with excess net profits paid to the Township as an additional service charge within ninety (90) days of the close of each fiscal year, in accordance with the provisions of N.J.S.A. 40A:20-15. The categories of expenses set forth on Exhibit E, as well as other expenses permitted under the Exemption Law, shall be used in the calculation of net profit. Net profit is calculated by the deduction of expenses, as defined in Exhibit E, from Gross Revenue, as defined in Exhibit D.

6. **Termination of Agreement.**

a. Pursuant to N.J.S.A. 40A:20-13, the Entity may, at any time after the expiration of one (1) year from the completion date of the Project, relinquish its status as an urban renewal entity, as defined in the Exemption Law, N.J.S.A. 40A:20-3(g). Notice of such election shall be given to the Township in writing and shall state (a) the date designated for the relinquishment of its status as an urban renewal entity under the Exemption Law and (b), in the

RESOLUTION NO. 2000 – 111

A RESOLUTION AUTHORIZING THE TARQUINI ORGANIZATION TO GO AHEAD WITH PHASE I OF THE KENNEDY CENTER RENOVATION PROJECT.

WHEREAS, the Township Council of the Township of Willingboro has determined that there shall be a renovation of the Kennedy Center, including roof replacement, air conditioning and front facade; and

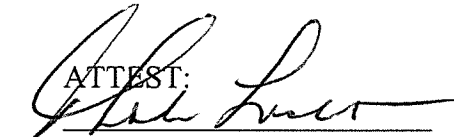
WHEREAS, the Township Council has reaffirmed its decision made at the meeting held at the JFK Center on December 4, 1999, that the TARQUINI ORGANIZATION undertake this project, in accordance with a letter to TARQUINI ORGANIZATION from Deputy Manager Denise Rose authorizing them to proceed with the project,

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 22<sup>nd</sup> day of August, 2000, that the TARQUINI ORGANIZATION proceed with this project.

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

  
JEFFREY E. RAMSEY  
MAYOR

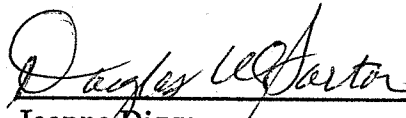
ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

THE TARPOLI ORGANIZATION

The money necessary to fund said contract is in the amount of \$ 100,000 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0599-B. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

**TOWNSHIP OF WILLINGBORO****MUNICIPAL COMPLEX ONE SALEM ROAD****WILLINGBORO, NEW JERSEY 08046****(609) 877-2200 FAX (609) 835-0782****www.willingboro.org****COUNCIL MEMBERS**

*James E. Ayer*  
*Eddie Campbell, Jr.*  
*Lavonne R. Johnson*  
*Jeffrey E. Ramsey*  
*Paul I. Stephenson*

**TOWNSHIP MANAGER**  
*Norton N. Bonaparte, Jr.*

February 16, 2000

John W. Gibson, Jr., AIA  
Executive Vice President  
The Tarquini Organization  
1812 Federal Street  
Camden, New Jersey 08105

Dear Mr. Gibson:

At a meeting of Township Council of the Township of Willingboro, County of Burlington, in the State of New Jersey, held at the John F. Kennedy Center at Willingboro Park, in and for said Township on the twelfth day of February A.D., 2000 at 9:00 A.M. it was

VOTED:

To reaffirm the decision of the Township Council of the Township of Willingboro, County of Burlington, in the State of New Jersey, taken at meeting held at the John F. Kennedy Center at Willingboro Park, in and for said Township on the fourth day of December, A.D., 1999 where it was voted:

To authorize the Tarquini Organization to proceed with the development of design, construction, and bid specifications for phase I of the John F. Kennedy Center Renovation Project, which includes but is not limited to roof, air conditioning, electrical and plumbing systems, as noted in the phased renovation plan presented on this date, however only air conditioning, electrical and plumbing systems that service occupied portions of the building are to be brought on line at the completion of phase I. Phase I-a - Health Club is to be considered as part of phase IV.

Additionally it was voted that the Tarquini Organization proceed with the development of design, construction, and bid specifications for the front

façade expansion and renovation as an add/delete alternate to the phase I bid. requests.

It was also voted to authorize the Tarquini organization to proceed to the design phase for proposed parking and driveways alternatives, with the understanding that this element will be incorporated into the Township's on going public works and road projects.

It was further voted to authorize the Tarquini Organization to proceed with phase II and III design utilizing Township staff input, with the understanding that these projects will be bid as add/delete alternates in late 2000 or early 2001.

It was further voted to authorize the Tarquini Organization to proceed with the development of design, construction, and bid specifications for a fire suppression system (sprinklers) as part of phase I of the John F. Kennedy Center Renovation Project.

Please call me if you have any questions and to set-up staff review meetings as needed.

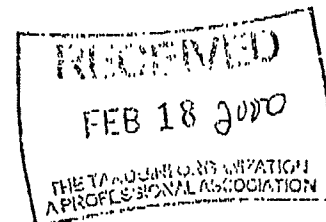
Thank you for your continued support of the Township and its ongoing redevelopment projects.

Sincerely,



Denise M. Rose  
Deputy Township Manager

- C. Mayor Ramsey  
Deputy Mayor Campbell  
Councilor Ayer  
Councilor Johnson  
Councilor Stephenson  
Norton N. Bonaparte, Jr., Township Manager  
Rhoda Lichtenstadter, Township Clerk  
Harry McFarland, Superintendent of Public Works and Recreation  
Carl Turner, Township Engineer  
Robert Perry, Township Planner



All vouchers must be received by 1st Monday of each month for submission  
in Council on first Monday of following month.

# WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY  
COUNTY OF BURLINGTON

Pay To THE TARQUINI ORGANIZATION

ADDRESS 1812 Federal Street - Camden NJ 08105

ORDERED BY \_\_\_\_\_ Terms \_\_\_\_\_

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
			<b>89,383.01</b>
	Architectural/Engineering Services		
	Roof Replacement	51927.99	
	Air Conditioning	29698.75	
	Kennedy Center - Front Facade	7756.27	
	- invoices attached -		
			<b>89,383.01</b>

### CLAIMANT'S CERTIFICATION AND DECLARATION

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

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

(Check either but not both)

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

*Joanne Diggs*  
Signature  
Administrator  
Title

### OFFICER'S CERTIFICATION

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

*Mary Ann...*  
Signature  
Title

ACCOUNT CHARGED	AMOUNT
04-0519-B1	89,383.01

INVOICES CHECKED AND VERIFIED  
  
Approved for Payment

The above claim was approved and ordered paid.  
\_\_\_\_\_  
(Date) Clerk  
PAYMENT RECORD  
DATE PAID \_\_\_\_\_



RESOLUTION NO. 2000 - 112

A RESOLUTION AUTHORIZING AN AGREEMENT  
BETWEEN BOARD OF CHOSEN FREEHOLDERS  
AND THE TOWNSHIP OF WILLINGBORO FOR  
A NUTRITION AT JFK CENTER.


WHEREAS, the Burlington County Board of Chosen Freeholders and the Township of Willingboro wish to enter into an agreement to operate a Nutritional and Recreational Center for Senior Citizens at the JFK Building,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29<sup>th</sup> day of August, 2000, that the Mayor and Clerk are hereby authorized to sign the attached agreement; and

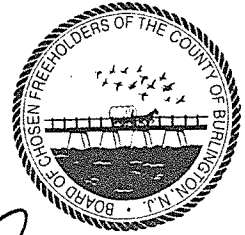
BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Board of Chosen Freeholders and the Chief Financial Officer for their information and Attention.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Board of Chosen Freeholders  
County of Burlington  
New Jersey



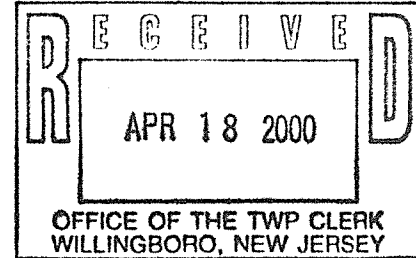
*To Council  
for  
Discussion*

Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mt. Holly, New Jersey 08060 - 6000

April 17, 2000

EVAN H. C. CROOK  
County Solicitor  
Phone: (609) 265-5289  
FAX: (609) 265-5933

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



Dear Ms. Lichtendstadter:

Enclosed herewith please find an original and four (4) copies of an Agreement between you and the Board of Chosen Freeholders. Kindly execute, date and return the original and four copies along with any additional required documentation, including insurance certificates, to this office. Please be sure to include the required evidence of Affirmative Action compliance.

Your expeditious response to this request is necessary for implementation of this contract. Please note that the appropriate County officials will not finally execute the agreement and authorize payments until this information is received.

Also enclosed is a copy of Resolution No. 245 for your records. Thank you for your anticipated cooperation.

Very truly yours,

EVAN H.C. CROOK  
BURLINGTON COUNTY SOLICITOR

EHCC/clw

Enclosures

August 30, 2000

Evan Crook,  
Burlington County Solicitor  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mt. Holly, New Jersey 08016

Gentlemen:

In accordance with your request dated April 17, 2000, enclosed please find one original and four (4) copies of the Agreement for operating a Nutritional and Recreational Center at John F. Kennedy Center.

Also enclosed is Resolution No. 2000 – 112 authorizing the contract.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
RI  
Encs.

RESOLUTION NO. 2000 – 113

A RESOLUTION AUTHORIZING THE AWARD OF CONTRACT  
FOR THE PROVISION OF CLERK OF THE WORKS SERVICES  
TO REMINGTON AND VERNICK ENGINEERS.

WHEREAS, the Township Council of the Township of Willingboro has determined that there is a need to build a new Willingboro Free Library; and

WHEREAS, the Township Council has determined that there is a need for Clerk of the Works services to ensure that the Library is built according to the plans and specifications that have been approved by the Township Council; and


WHEREAS, the State of New Jersey has determined that Clerk of the Works services are considered to be extraordinary and unspecifiable under the New Jersey Public Contracts Statutes; and

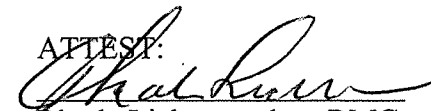
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29<sup>th</sup> day of August, 2000, that Remington & Vernick, Engineers is awarded a contract:

- A. Not to exceed \$39,850.00 for the provision of Clerk of the Works Services as described in the attached proposal submitted by the same.
- B. The Mayor and Clerk are hereby authorized to sign all documents relating to this contract.
- C. This notice will appear once in the Burlington County Times.

BE IT FURTHER RESOLVED, that copies of the resolution be provided to the Finance Director and Remington and Vernick, Engineers.

  
JERREY E. RAMSEY  
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

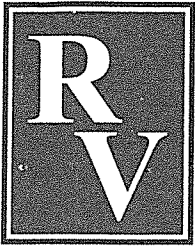
Remington + Verwick - Prof Serv.  
Chief of The Works

The money necessary to fund said contract is in the amount of \$ 39,850.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-000-10. These funds are not being certified as being available for more than one pending contract.

0421555 909 923

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

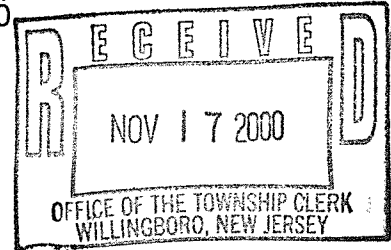
cc: Township Solicitor  
Township Auditor



# REMINGTON & VERNICK ENGINEERS

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

November 13, 2000



Willingboro Township  
1 Salem Road  
Willingboro, NJ 08046

Attention: Rhoda Lichtenstadter, RMC  
Township Clerk

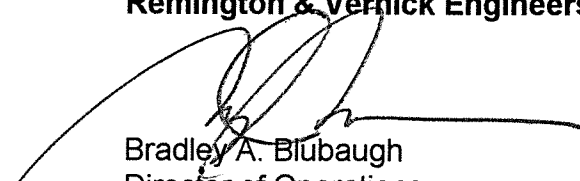
**Re: Contract  
Library Development Project  
Willingboro, NJ**

Dear Ms. Lichtenstadter:

Enclosed please find three (3) copies of the contract for Willingboro Township executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. Also enclosed, please find a copy of our "Certificate of Employee Information Report" form.

If you have any questions, please feel free to call me. Thank you for this opportunity to serve Willingboro Township.

Sincerely,  
**Remington & Vernick Engineers, Inc.**



Bradley A. Blubaugh  
Director of Operations

Enclosure(s)

cc: Edward Vernick, P.E., C.M.E., President  
Craig Remington, L.S., P.P., Vice President  
Anthony Donofrio, C.M.I., NICET  
K. Wendell Bibbs, P.E.  
Michael Meyer, P.E., C.M.E.



Certification 4113

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the ~~contractor~~ <sup>RENEWAL</sup> listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-1998 to 15-OCT-2001



REMINGTON & VERNICK ENGINEERS  
232 KING'S HIGHWAY E.  
HADDONFIELD NJ 08033

A handwritten signature in cursive script, reading "James L. DiGeronimo".

State Treasurer

## Clerk of the Works AGREEMENT

Whereas, the Township of Willingboro requires the services of a Consultant to serve as Clerk of the Works for the Library Development Project; and

Whereas, it has been determined that Remington & Vernick Engineers is qualified to serve the Township of Willingboro as Clerk of the Works; and

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

Whereas, the services of a Clerk of the Works falls within the category of Extraordinary Unspecifiable Services under the provisions of the New Jersey Local Public Contracts Law and that the award of a contract is not subject to competitive bidding, but may be awarded in accordance with the standards applicable to Extraordinary Unspecifiable Services, and

Whereas, the Township of Willingboro solicited proposals for the provision of Clerk of the Works services and received responses to the Request for Proposals, and

Whereas, Remington & Vernick Engineers, has offered her services to the Township as an independent consultant qualified to perform the services of Clerk of the Works, and

Whereas, the Township of Willingboro has evaluated the proposals to provide such services and the proposed contract costs and has determined that the award of a contract for Clerk of the Works services to Remington & Vernick Engineers is in the best interest of the Township of Willingboro,

Now, Therefore, It is agreed by and between the Township of Willingboro and Remington & Vernick Engineers as follows:

- I. Retention of Independent Consultant. Remington & Vernick Engineers is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Clerk of the Works
  
- I. Term and Services. During the term of this Agreement, which shall run for a period of One year from December 1, 2000 to November 30, 2001, the Independent Consultant agrees to serve as Clerk of the Works for the Library Development Program.



1. Compensation. During the term of this Agreement, the Independent Consultant shall receive a fee not to exceed \$39,850 as delineated in the attached document entitled Fee Proposal (Remington & Vernick Engineers).
1. Equal Opportunity. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the New Jersey Law Against Discrimination, NJSA.10:5-1 et seq. And all other applicable Federal and New Jersey statutes of a similar nature.
1. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against discrimination as set forth in NJSA 10:5-31 and the applicable regulations thereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
1. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C, 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto.
1. New Jersey Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Nothing in this agreement shall be construed to create an employer-employee relationship between the Township of Willingboro and the Consultant.
1. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.
1. No waiver. No waiver of any term, provision or condition contained in this agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition this Agreement by either party.
1. Insurance A Certificate of Insurance which indicates General Liability coverage of \$1,000,000 (One Million Dollars) or more shall be submitted. The Township of Willingboro shall be named as an additional insured on this certificate, if selected to

do the work. (also, Worker's Comp, Professional Liability, Auto, etc.) or the agreed upon time period following said meeting, this contract shall terminate.

- I. Project Description. The Township of Willingboro has entered into an agreement with ReNewal Realty of Willingboro, Inc, developers for the Willingboro Town Center located at Route 130, North and Levitt Parkway. The agreement provides that the developer shall provide the Township with a turnkey library facility. The facility will be an 'exemplar green building' of approximately 40,000 square-feet. The developer has engaged the services of Croxton Collaborative as the architect of record and Sweetwater Construction as the general contractor. The Consultant will serve as the Township's agent during the pre-construction and construction phase of the project.

- I. Scope of Services.

Pre-construction phase. The selected consultant shall review architectural and engineering drawings and specifications and shall coordinate the review of the same with appropriate Township staff including, but not limited to the Township Manager, Construction Official, Fire Official and Fire Marshal, etc., as well as ensuring that reviews by appropriate State Agencies are completed to minimize coordination problems and limit potential change orders.

The consultant shall meet with appropriate staff to ensure that the functional needs of the library are addressed in the final drawings

The consultant shall ensure that any and all requirements of granting agencies are coordinated and contained in the project specifications.

**Construction Phase. Review all bids for compliance with state statutes and project requirements.**

Provide on-site presence to assure adherence to plans, specifications, codes and regulations, particularly during critical construction events such as installation of flooring supports or delivery of critical building materials.

Conduct inspections and monitor quality control.

Participate in all construction coordination meetings amongst, developer, and architect, prime contractor and or sub-contractors.

Track compliance with construction schedules. Monitor coordination of General and sub-contractors.

Notify Township of any work or performance not in compliance with contract requirements.

Review proposed change orders and makes recommendations to the

Township regarding change orders.

Maintain appropriate files, records, minutes, correspondence, drawings, plans and all other necessary documents relating to the project. Maintain a log of activities related to the project, including but not limited to hours on site, decisions and observations. Maintain a file of names, addresses, telephone number and contacts of all contractors, sub-contractors, suppliers and vendors associated with the project.

Monitor project for compliance with requirements of granting agencies and review all reports required by same.

Furnish the Township with monthly reports, Reports should be in writing and may include photographic evidence of conditions where appropriate.

Meet with Township Council and/or staff as requested. Serve as a liaison between Township Officials and the developer and contractors.

Participate in final inspection and preparation of punch list items.

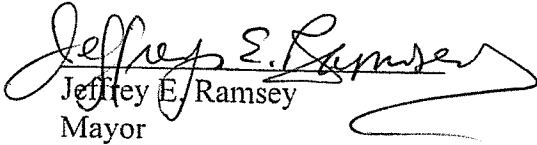
Monitor punch list items and make recommendations to the Township regarding acceptance.

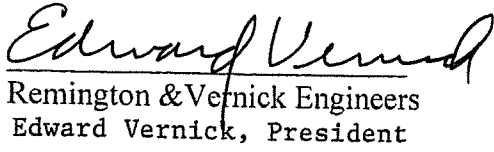
Acquire and turn over to the Township all operating manuals, as built drawings, warranties, guarantees, logs, notes, plans, etc.

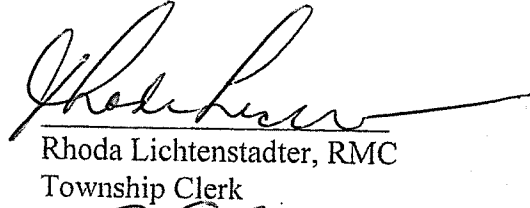
1. Captions. The captions or the paragraph headings contained in this agreement is solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
1. Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
1. Disputes. Any disputes, disagreements or decisions regarding the work, materials and/or procedures or any other such items shall be decided by the Township of Willingboro and that decision shall be final.
1. Termination by the Township of Willingboro -- In the event the consultant, its agents or sub-consultants, fail to meet any task or obligation or requirement set forth in this contract, the Township of Willingboro may serve notice, by certified mail or personal service, of such failure which shall include the specific task, obligation, and/or requirement which the consultant, its agents or sub-consultants have failed to meet. The notice shall also designate a date, time and place for a meeting between representatives of the Township and the consultant in order to discuss the

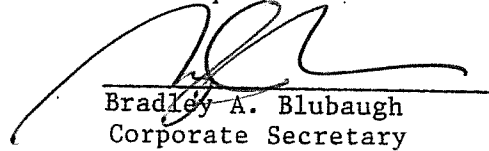
consultant's deficiencies to be held within seven (7) days of the date of the notice. The consultant's failure to attend said meeting shall result in a termination of this contract. The consultant shall have fifteen (15) days following said meeting to correct the deficiencies identified by the Township, although the Township, in its sole discretion, may extend the fifteen (15) day period at said meeting. If the consultant fails to correct the deficiencies identified in the notice within fifteen (15) days

I. In Witness Whereof, this Agreement has been executed on this 21 day of Nov., 2000, for the purposes and the term specified herein.

  
Jeffrey E. Ramsey  
Mayor

  
Remington & Vernick Engineers  
Edward Vernick, President

  
Rhoda Lichtenstadter, RMC  
Township Clerk

  
Bradley A. Blubaugh  
Corporate Secretary



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

[www.willingboro.org](http://www.willingboro.org)

COUNCIL MEMBERS

*James E. Ayer*  
*Eddie Campbell, Jr.*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

November 22, 2000

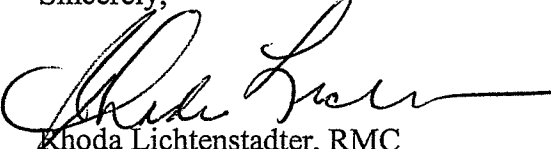
K. Wendell Bibbs, P.E.  
Remington & Vernick Engineers  
232 Kings Highway East  
Haddonfield, New Jersey 08033

Dear Mr. Bibbs:

Enclosed please find a fully executed copy of the Clerk of the Works Agreement. The term of this Agreement shall run for a period of One Year from December 1, 2000 to November 30, 2001.

Thank you.

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosure

/eb

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* NOV-22-2000 WED 10:40 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* NOV-22 10:38 AM 18567951882 2' 19" 6 SEND OK 570 \*  
 \* TOTAL : 2M 19S PAGES: 6 \*  
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**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

TO: Wendell Bibbs  
 COMPANY: R + V Eng  
 DATE: 11/22/00  
 TO FAX NO. 1-856-795-1882  
 FROM: Tap check EXT. 202 PAGES 6

RESOLUTION NO. 2000 - 114

A RESOLUTION AUTHORIZING MAYOR AND  
CLERK TO SIGN CONTRACT WITH FRATERNAL  
ORDER OF POLICE LODGE #38.

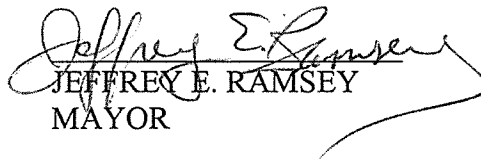
WHEREAS, the Fraternal Order of Police, Lodge #38 and the Township  
Of Willingboro have concluded collective labor negotiations; and


WHEREAS, it is proper to formally authorize the execution of the  
Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 29<sup>th</sup> day of August, 2000,

That;

- A. The attached collective negotiation agreement is approved, covering  
The period January 1, 2000 through December 31, 2003
- B. The Mayor and Clerk are hereby authorized and directed to execute  
The agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP,  
Lodge, #38, for his information and attention.

  
JEFFREY E. RAMSEY  
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

[www.willingboro.org](http://www.willingboro.org)

**COUNCIL MEMBERS**

*James E. Ayrer*  
*Eddie Campbell, Jr.*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

**TOWNSHIP MANAGER**  
*Norton N. Bonaparte, Jr.*

October 2, 2000

Public Sector Librarian  
IMLR Library – Rutgers University  
Ryders Lane & Clifton Avenue  
New Brunswick, New Jersey 08903

Gentlemen:

Enclosed please find a fully executed copy of the Collective Bargaining Agreement  
Between the Fraternal Order of Police, Lodge #38 and the Township of Willingboro  
For the period January 1, 2000 to December 31, 2003.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
Enc.



**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**FRATERNAL ORDER OF POLICE, LODGE NO. 38**

**and the**

**TOWNSHIP OF WILLINGBORO**

**for the period**

**JANUARY 1, 2000 -- DECEMBER 31, 2003**

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**This Agreement**, is made and entered into this **twenty-ninth day of SEPTEMBER, 2000** by and between the **Township Council of the Township of Willingboro**, a body corporate and politic, hereafter referred to as the "Township"; and **Willingboro Lodge No. 38, Fraternal Order of Police**, hereafter referred to as the "Lodge";

In consideration of the mutual promises contained herein, **It is Hereby Agreed as Follows:**

**1. General Purpose:** This Agreement is entered into in order to promote harmonious relations between the Township and the Lodge, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

**2. Non-Discrimination:** The Township and the Lodge agree that all provisions of this Agreement shall be applied equally to all employee members of the Lodge in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Lodge membership.

**3. Recognition of Bargaining Unit:** The Township recognizes, during the term of this Agreement, the Lodge as the sole and exclusive collective negotiating representative for full-time sworn police officers employed by the Township.

**4. Management Rights:** The Township shall have the right to determine all matters concerning the management or administration of the Police Department, subject to the provisions of this Agreement.

**5. Grievance Procedure:**

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Personnel, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance shall contravene the provisions of this Agreement.

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person must verbally present the grievance to immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its

occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety and to the President of the Lodge.

5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Lodge. The Director of Public Safety, or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the President of the Lodge and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) day after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of the Lodge.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Lodge. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of the Lodge designated by the Lodge in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Lodge.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Lodge may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.



5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

**6. Private Legal Counsel:** The Township recognizes its obligations under *R.S. 40A:14-155*. Thus, as provided below, whenever a member of the Lodge shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

6.1 In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that the Lodge and the Township shall establish a panel of six (6) attorneys and that the members of the Lodge may select one from among those attorneys for their representation. The membership of the panel shall be reviewed annually by the parties to determine the status of panel members. Nothing herein shall prohibit a member from selecting an attorney not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.

6.2 If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

6.3 If the complaint is not on behalf of the Township and the matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

6.4 If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

6.5 If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

6.6 All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.

6.7 All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges that are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

6.8 After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.

6.9 In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.

6.10 The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to *N.J.S.A. 59:10-4*. The indemnification and defense provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

**7. Salary:**

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro on or before August 31, 1994.

**Effective January 1, 2000 an increment of 3.25 percent shall be granted as follows:**

Increment	A	B	C	D	E	F	G
1,000	40,844	43,160	45,477	47,791	50,107	52,428	55,791

**Effective January 1, 2001 an increment of 3.25 percent shall be granted as follows:**

Increment	A	B	C	D	E	F	G
1,000	42,171	44,563	46,955	49,344	51,735	54,132	57,604

**Effective January 1, 2002 an increment of 3.75 percent shall be granted as follows:**

Increment	A	B	C	D	E	F	G
1,000	43,753	46,234	48,716	51,195	53,676	56,162	59,764

**Effective January 1, 2003 an increment of 3.75 percent shall be granted as follows:**

Increment	A	B	C	D	E	F	G
1,000	45,394	47,968	50,543	53,114	55,688	58,268	62,006

**Effective July 1, 2003 an increment of .25 percent shall be granted as follows:**

Increment	A	B	C	D	E	F	G
1,000	45,507	48,087	50,669	53,247	55,828	58,414	62,161

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro on or after September 1, 1994.

**Effective January 1, 2000 an increment of 3.25 percent shall be granted as follows:**

Increment	A-1	A-2	B	C	D	E	F	G
1,000	30,801	36,841	39,256	41,793	44,209	46,625	52,428	55,791

**Effective January 1, 2001 an increment of 3.25 percent shall be granted as follows:**

Increment	A-1	A-2	B	C	D	E	F	G
1,000	31,802	38,038	40,532	43,151	45,646	48,140	54,132	57,604

**Effective January 1, 2002 an increment of 3.75 percent shall be granted as follows:**

Increment	A-1	A-2	B	C	D	E	F	G
1,000	32,995	39,465	42,052	44,769	47,358	49,946	56,162	59,764

**Effective January 1, 2003 an increment of 3.75 percent shall be granted as follows:**

Increment	A-1	A-2	B	C	D	E	F	G
1,000	34,232	40,945	43,629	46,448	49,133	51,819	58,268	62,006

**Effective July 1, 2003 an increment of .25 percent shall be granted as follows:**

Increment	A-1	A-2	B	C	D	E	F	G
1,000	34,317	41,047	43,738	46,564	49,256	51,948	58,414	62,161

7.1 Where that positions A-1 and A-2 are included in the above schedules, the salary fixed for A-1 shall be applicable to the period after the individual has completed the training required for the position and has been fully certified as a police officer by the New Jersey Police Training Commission and shall continue for a period of six (6) months; and the salary fixed for A-2 shall begin after the six (6) months provided at level A-1 and shall continue for an additional six (6) months.

7.2 It is understood and agreed that the lettered positions in the above schedules represent merit increments. Determination as to whether a member shall receive a merit increment shall be in accordance with the standards utilized in the years previous to this Agreement.

7.3 For the purposes of this Agreement a Police Recruit is defined as an individual who has been hired by the Township of Willingboro to fill a position as a Police Officer but has not completed the training required for the position and has not been fully certified as a police officer by the New Jersey Police Training Commission. As set forth in Section 3 of this Agreement, a Police Recruit is not included within the bargaining unit covered by this Agreement and the salary of a Police Recruit is not covered by this Agreement.

7.4 All annual salaries, as represented above, reflect the annual salary which is divided by the number of paydays established by the township. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours

**8. Educational Payments:** The Township shall pay to full time members of the Lodge the sum of \$100.00 for the successful completion of each ten (10) college credits and \$10.00 for each college credit thereafter. In order to qualify for educational incentive payments, the credits must have been earned while employed by the Township by a police officer matriculated in a police science or criminal justice degree program in an accredited institution, in accordance with the following provisions:

8.1. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00)

8.2. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;

8.3. Payments shall be made for up to ninety (90) credits, until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.

8.4. The maximum eligibility shall be for one hundred twenty (120) credits.

8.5. An employee shall submit a written request for the educational payment to the Township's Director of Finance within the calendar year in which the employee completes any of the specified number of college credits as indicated above. The liability of the Township for any educational payments shall be limited to the calendar year in which the request is received, provided that no future requests shall be required to maintain the employee's current educational payment level, except as provided in section 8.7. herein.

8.6. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and ninety (90) credits.

8.7. If, in a calendar year, an employee does not earn at least six (6) credits, the payment to the employee hereunder shall only be for the lowest credits level of credits earned previous to that calendar year. For example, if an employee has earned forty (40) credits in a year, and the following year earns less than six (6) additional credits, the employee shall receive payment at the next lowest credit level, or thirty (30) credits. If the employee in a succeeding year earns six (6) or more credits, the employee shall receive payments for actual credits earned, which shall continue unless the program-earning credits are not earned. An employee shall not revert back to the next lowest credit level where the employee is unable to earn at least six (6) credits in a calendar year by reason of departmental shift schedule or leave of absence for medical reasons.



8.8. The educational incentive payment shall be payable annually in December of each year.

8.9. The Township does agree to pay tuition for police officers unable to obtain other funding, subject to budget appropriation limits.

**9. Holidays:**

9.1 The Township shall designate holidays each year. Effective January 1, 2000 members of the bargaining unit shall receive 120 hours of holiday pay. Payment for these holidays shall be in one (1) payment during the first pay period in December 2000, on a straight-time basis for each such holiday.

9.2 The Township shall designate holidays each year; effective January 1, 2001 members of the bargaining unit shall receive 115 hours of holiday pay annually.

9.3 Effective January 1, 2001, holiday pay shall be included in the base pay of all members, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.

**10. Vacation Leave:** The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

10.1. For employees on an eight (8) hour shift:

10.1.1. One hundred thirty-six (136) hours per year during each year of employment up to and including the seventh (7th) year of employment.

10.1.2. One hundred sixty (160) hours during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

10.1.3. Two Hundred (200) hours during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

10.2. For employees on a ten (10) hour shift:

10.2.1. One hundred forty (140) hours (fourteen [14] days) per year during each year of employment up to and including the seventh (7th) year of employment.



10.2.2. One hundred sixty (160) hours (sixteen [16] days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

10.2.3. Two Hundred (200) hours (twenty [20] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

10.3. For employees on an eleven and one-half hour (11 1/2) hour shift:

10.3.1. One hundred thirty-eight (138) hours per year during each year of employment up to and including the seventh (7th) year of employment.

10.3.2. One hundred sixty-one (161) hours per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

10.3.3. One hundred and ninety-five and one-half (195.5) hours per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

10.4 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job injury, the Township Manager may authorize that the accrued vacation leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31<sup>st</sup> of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31<sup>st</sup> of the year in which the leave is earned, for a cash payment. Such payment shall be computed at the effective rate of pay when the affected leave was earned.

**11. Sick Leave:** The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

11.1 For employees on an eight (8) hour shift:

11.1.1 Eight (8) hours (one [1] day) per month of employment for each month in the first calendar year of employment.

11.1.2 One hundred twenty (120) hours (fifteen [15] days) per year thereafter.

11.2 For employees on a ten or more hour shift:

11.2.1 Ten (10) hours (one [1] day) during the first three months and ten (10) hours (one [1] day) each month thereafter in the first calendar year of employment.

11.2.2 One hundred twenty (120) hours (twelve [12] days) per year thereafter.

11.3 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

11.4 The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Director of Public Safety with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

11.5 The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.

11.6 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

**12. Sick Leave Incentive:** Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of Five Hundred (\$500.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than thirty-five hours of sick leave shall be eligible to receive an additional personal day for a total of four personal days (or its hourly equivalent). This day shall require 24 hours advance notice that the employee intends to use the day. In addition, not more than two [2] uniformed patrol officer shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.



**13. Accumulated Sick Leave:**

13.1 For members employed by the Township on December 31, 1984, full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in three installments with the first payment of one third of the amount due to be paid on the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second payment of an additional one-third of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

13.2 For members employed on or after January 1, 1985, the payment by the Township shall be in the same manner and on the same schedule as set forth for members employed as of December 31, 1984, except that the payment, excluding the interest earned after the date of retirement or death, shall not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars. Effective January 1, 2001 For members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Ten Thousand (\$10,000) Dollars.

13.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

13.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

**14. Cardiac Event:**

14.1 Any member of the Lodge who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury.



14.2 In order to determine whether the cardiac event is work related, the employee shall be medically examined and the determination of the physician shall be final and binding on all parties.

14.3 The medical examination shall be performed by members of a medical panel whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination on a rotating basis.

14.4 It is agreed, however, that if the next physician on the rotating list shall be the employee's physician, the examination shall be performed by the next physician on the list. It is further agreed that no physician shall serve on the panel who is in a contractual relationship with the Township.

14.5 The employee shall be required to make his personal medical records available to the physician conducting the examination.

**15. Shooting Incident-Severe Traumatic Event:** An employee involved in a shooting incident or other severe traumatic incident involving a loss of life or a life-threatening injury will be provided with appropriate counseling and therapy, if required, as determined by a medical doctor selected by the employee from a panel of five persons mutually designated by the parties. If the parties cannot agree on such a panel within forty-five days from the date of the agreement, the panel shall be named by the Chief of Psychiatry at a local hospital or the President of the Burlington County Medical Association. The parties agree to annually review and mutually agree to the panel membership.

**16. Compensatory Time:** All employees covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the *Fair Labor Standards Act*. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour or a ten (10) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.

Compensatory time may be accumulated in accordance with the *Fair Labor Standards Act*, provided that the accumulation has been approved by the Director of Public Safety or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

Police Officers who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080 hour work year by thirteen hours shall receive thirteen hours of compensatory time annually. This time shall be granted at the rate of one hour per month January through November; two hour of compensatory time shall be granted in December.

Accumulated compensatory time may be utilized upon prior written request and approval of the Director of Public Safety or his designee. Approval will be based upon the needs of the Department and will not be granted in the event there is insufficient staffing or additional cost will be incurred.



## **17. Uniform Allowances:**

17.1 The Township agrees to provide all employees covered under this Agreement with the sum of sixty (60) dollars per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township

17.2 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or irreparable damage, except for employees assigned to the Investigative Division who shall receive an annual payment of of eight hundred fifty dollars in lieu thereof.

17.3 The payments established in this section shall be paid in a lump sum during the month of January of each year. For those assigned to the investigative division for less than one full year, the annual payment specified in Section 17.2 shall be adjusted on a pro-rata basis. Any officer that is removed from the criminal bureau for promotional, discipline, or resignation, shall repay the annual payment specified in Section 17.2 on a pro-rata basis by December 31 of the year in which such action was taken.

**18. Shift Differential:** Officers regularly assigned to a shift that begins at 12:00 A.M. (noon) shall be granted eight hundred fifty (850) dollars over their basic salary. Officers regularly assigned to a shift that begins after 6:00 P.M. shall be granted one thousand one hundred (1,100) dollars over their base salary.

These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

**19. Special Duty Assignments:** All regular full time officers assigned to the police department canine division or crime prevention unit or as motor officer shall receive an annual salary adjustment of One Thousand Dollars (\$1,000.00) pro rated for the period of time they are so assigned. All regular full time police officers assigned to the investigative division shall receive an annual salary adjustment of Two Thousand Dollars (\$2,000.00) pro rated for the period of time they are so assigned. The salary adjustment set forth herein for those officers assigned to the investigative division, to the crime prevention unit or as motor officer are in recognition of the additional responsibilities and the need for those officers to be available at times when they would normally be off duty. Any overtime worked by the officers assigned to the investigative division, to the crime prevention unit or as motor officer shall be compensated in compensatory time or pay at the discretion of the Director of Public Safety.

Officers assigned, as Field Training Officers shall receive twenty dollars per day for each day that they are on duty and actually engaged in the field training of new officers.

## **20. Longevity Payments:**

20.1 Members employed on or before December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base

pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	One Thousand Dollars
Completion of 12 years -	Two Thousand Dollars
Completion of 16 years -	Three Thousand Dollars
Completion of 20 years -	Four Thousand Dollars

20.2 Members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	Five Hundred Dollars
Completion of 12 years -	One Thousand Dollars
Completion of 16 years -	One Thousand Five Hundred Dollars
Completion of 20 years -	Two Thousand Dollars

20.4 An employee shall request the longevity payment in writing to the Township's Director of Finance during the ninety (90) day period prior to the date on which the employee shall be eligible for the payment.

## 21. Overtime Pay:

21.1 Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.

21.2 An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations either normal, straight overtime pay or compensatory time off, as the case may be shall be payable.

21.3 A member working in excess of one (1) hour beyond the end of the member's scheduled shift at the member's supervisor's discretion shall be paid at one and one-half (1 1/2) time for all time worked.

21.4 A member going to court, when on duty, shall not receive any extra compensation. A member going to court, when not on duty, shall be paid at one and one-half (1 1/2) times the member's hourly rate for the time expended, with a minimum of two (2)

hours. A member going to court, when the member is on vacation, shall be paid at two (2) times the member's hourly rate for the time expended, with a minimum of two hours.

21.5 A member called in to work 4th of July, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1.5) times the member's hourly rate.

**22. Insurance:** There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

22.1. Effective August 1, 1997 the township portion of the cost for employee Health Insurance shall be limited to 100 percent of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage (the level shall be appropriate to the members health care needs) . If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

22.2. Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan Participants shall be 100%.

22.3 Work Incurred Injury.

22.3.1 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.

22.3.2 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Township may reasonably require the employee to present such certificates from time to time.

22.3.3 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and the findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

22.3.4 For the purposes of this section, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.

22.3.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.



22.3.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

22.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed \$3,000. Effective January 1, 2002 the maximum benefit shall not exceed \$3,500. Such members may continue their coverage through the township's health benefit plan. A member may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to exceed \$3,000 annually. Effective January 1, 2002 the maximum benefit shall not exceed \$3,500. If a member drops his or her township coverage he or she may not return at any time to the township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

22.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 22.4 of this Agreement, shall be entitled to continue to participate in the insurance coverages set forth in paragraphs 22.1 Health Insurance, 22.2 (Group Dental) on an individual basis for the period calculated in Section 22.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost as the Township would have paid for the retired member, i.e., for individual coverage with a total premium limitation of \$ 3,000. Effective January 1, 2002 the maximum benefit shall not exceed \$3,500. If the surviving spouse has available health insurance through the employment of the spouse, then the spouse shall not be entitled to participate in the Township insurance coverage so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

22.6 A member who retires from the department and who is not eligible for the coverage specified in Section 22.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, provided (1) the insurance company will allow the continuation of coverage; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or the Division or Pensions.

22.7 The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverages set forth in sections 22.1. (Health Insurance) and 22.2 (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverages, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or

before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

22.8 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the Lodge. . The Township shall review and discuss any proposed changes with the Lodge. In the event that the Lodge determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

**23. Insurance Buy-Back:** The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in January and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed \$2,000 or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period.

**24. Prescription Plan:** The Township will enter into a prescription plan agreement with a local pharmacy which will provide a prescription benefit plan for members of the Lodge. The plan shall provide for an allocation by the Township not to exceed Two Hundred (\$200.00) Dollars for each member. The use of the prescription plan shall be for medications prescribed by a licensed physician and shall be limited to the member and the spouse and dependent children of the member. The use of the plan shall be on the basis of a co-payment by the member of \$3.00 for generic drugs and \$5.00 for brand-name drugs. Any portion of the Two Hundred (\$200.00) Dollars not required by a member in the calendar year shall be canceled and not carried over or paid to the member. In the event that the costs of the prescription are paid by any other insurance plan or are reimbursed to the employee by any other insurance plan, then the amount paid by the Township shall be reimbursed to the Township.

Effective January 1, 2001 the Township, by mutual agreement, will eliminate this fringe benefit plan since increased prescription benefits have been provided through the Health Insurance benefit plans.

**25. Leave of Absence for Death in Family:** An employee will be allowed the following time off in the case of the death of:

25.1 Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to four workdays within seven calendar days or 40 consecutive work hours.

25.2 Employees who need additional time beyond that provided in section 25.1 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time..

25.3 Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.

25.4 Employees who need additional time beyond that provided in Section 25.3 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

**26. Family Leave:** Employees shall be entitled to family leave benefits as provided by the 1993 Family and Medical Leave Act (FMLA)

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

**28. Working Out of Rank:** An employee who is assigned to duties normally assigned to a supervisor for a period in excess of thirty (30) consecutive days shall be paid at the rate of pay assigned to those supervisory duties for the time while so assigned.

**29. Administrative Time for Lodge President:** The Township agrees to allow the Lodge President to be released from his assigned duties for forty (40) hours during each calendar year. To the extent that the Lodge President does not use the allocated hours during a calendar year, up to fifteen (15) hours may be carried over into the next calendar year.

**30. Payroll Deduction of Lodge Dues:**

30.1 Dues of Members of the Lodge: The Township agrees to deduct the dues of members of the Lodge from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge agrees that any changes in the membership of the Lodge by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.



30.2 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A.* 34:13A-5.5 to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Lodge in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section

28.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

### 31. Personnel Files:

31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Township under the direction of the Township Manager and may be used for evaluation purposes.

31.2 Upon advance notice and at reasonable times, any member of the Lodge may review his or her personnel file. The appointment for review must be made through the Township Manager or the designated representative of the Township Manager.

31.3 Whenever a written complaint concerning an Officer or the actions of an Officer is to be placed in the personnel file, a copy shall be made available to the Officer and he or she shall have the opportunity to rebut it if so desired, with the rebuttal to be included in the personnel file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

31.4 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file or the addition of materials to a personnel file without the authorization of the Township Manager or the Director of Public Safety shall subject all involved to appropriate disciplinary action.

**32. Full Understanding and Effect of Subsequent Legislation:** This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto.

**33. Duty to Bargain:** The Township will not effect any changes to this Agreement or any changes that would affect the employee group under this Agreement without prior negotiations with the Lodge.

**34. Term of Agreement:** This Agreement shall be in full force and effect, **JANUARY 1, 2000 THROUGH DECEMBER 31, 2003**, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2003**, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the

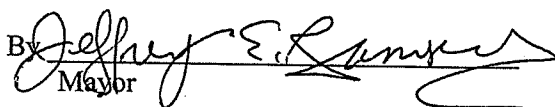
limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

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

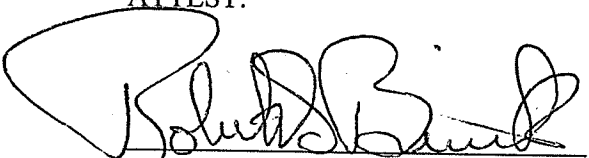
ATTEST:

  
RHODA LICHTENSTADTER  
Township Clerk

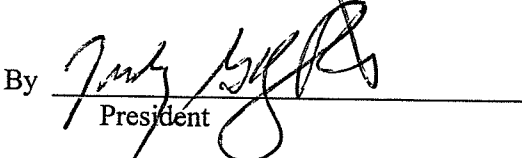
TOWNSHIP OF WILLINGBORO

By   
Mayor

ATTEST:

  
Secretary

WILLINGBORO LODGE NO. 38  
FRATERNAL ORDER OF POLICE

By   
President



RESOLUTION NO. 2000 - 115


A RESOLUTION REQUESTING APPROVAL OF  
DIRECTOR OF DIVISION OF LOCAL GOVT. SERV.  
FOR "DEDICATION BY RIDER" FOR RECREATIONAL  
PURPOSES.

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a county or municipality when the revenue is not subject to reasonably accurate estimates in advance; and

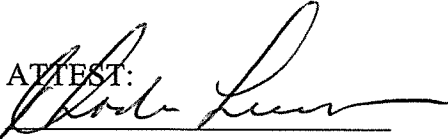
WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or monies by dedication by rider; and;

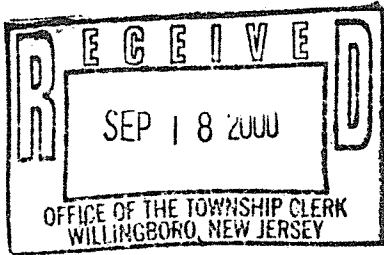
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29<sup>th</sup> day of August, 2000, as follows:

1. The Township Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:4-39, as amended by P.L. 1999, c.292, for the exclusive purpose of depositing and expending funds paid by individuals to offset the costs of operating municipal "fee based" recreation programs.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



RESOLUTION NO. 2000 - 115

RECEIVED  
DIV. OF LOCAL GOVT  
SERVICES

A RESOLUTION REQUESTING APPROVAL OF  
DIRECTOR OF DIVISION OF LOCAL GOVT. SERV.  
FOR "DEDICATION BY RIDER" FOR RECREATIONAL  
PURPOSES.

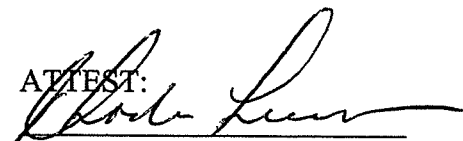
WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a county or municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or monies by dedication by rider; and;


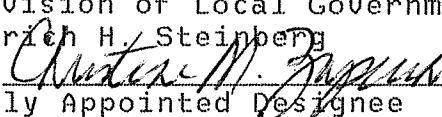
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29<sup>th</sup> day of August, 2000, as follows:

1. The Township Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:4-39, as amended by P.L. 1999, c.292, for the exclusive purpose of depositing and expending funds paid by individuals to offset the costs of operating municipal "fee based" recreation programs.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

ATTEST:

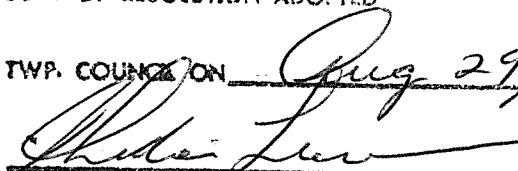


Rhoda Lichtenstadter, RMC  
Township Clerk

  
**APPROVAL OF NJS 40A:4-39 RESOLUTION**  
 Rider: (P.L. 1999, C. 292)  
 Recreation Trust Fund  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 Division of Local Government Services  
 Ulrich H. Steinberg  
 By  9-12-00  
 Duly Appointed Designee Date

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

  
 TOWNSHIP CLERK

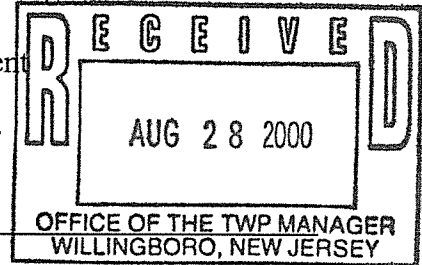
*To Council for Action*

**Township of Willingboro**  
**Department of Recreation/Public Works**

**Interoffice Memorandum**

August 25, 2000

TO: Norton N. Bonaparte, Township Manager  
FROM: Harry W. McFarland, Superintendent  
RE: Resolution for Dedication by Rider



I am requesting the adoption of a resolution requesting permission for the dedication by rider for recreational purposes.

As explained in the attached sample, this resolution allows for the depositing and expending of Program Funds for the operation of fee based programs. This would be especially helpful with bus trips and special programs.

I am under the understanding that Ms. Diggs is in agreement with my requests.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harry W. McFarland".

Harry W. McFarland, Superintendent  
Recreation/Public Works

HWM/mfjbh  
(P:\share\clerks\ResolbyRider.doc)



August 30, 2000

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

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 2000 – 115, adopted by Willingboro Township Council on August 29, 2000, requesting your approval for a Dedication by Rider.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
RL  
Encs.

RESOLUTION NO. 2000 - 116

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

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

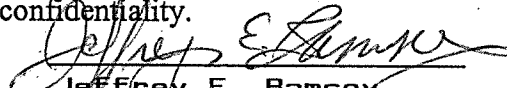
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

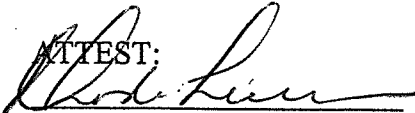
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8/29, 2000, that an Executive Session closed to the public shall be held on 8/29, 2000, at 8:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# Resolution Number 2000-117

## A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 2000 BASE SALARIES OF CERTAIN POSITIONS.

WHEREAS, the Township Council of the Township of Willingboro, did adopt Ordinance 6-1998 that amended Ordinance 3-1997, which established classifications, ranges and pay grades; and

WHEREAS, Ordinance 6-1998 established salary ranges for executive employees; and

WHEREAS, Ordinance 6-1998 established salary ranges for certain other positions; and

WHEREAS, Ordinance 3-1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open session this twenty-ninth day of August 2000 that the following 2000 base salaries for Executive and Other Positions are hereby established:

Mayor	\$ 8,900
Township Council Members	\$ 7,900
Township Manager	\$85,000
Director of Public Safety	\$83,000
Superintendent of Public Works and Recreation	\$71,267
Director of Finance	\$71,267
Director of Code Enforcement	\$65,545
Deputy Township Manager	\$59,626
Township Solicitor	\$57,750
Township Clerk	\$54,772
Deputy Finance Director	\$46,761
Municipal Court Judge	\$34,000
Prosecutor	\$28,761
Township Assessor	\$14,160
Deputy Township Assessor	\$16,520
Public Defender	\$10,661
Fire Marshall	\$10,374
Assistant Fire Official	\$ 4,717
Assistant Prosecutor/Assistant Solicitor	\$ 3,000
Assistant Public Defender	\$ 300 per session
Assistant Solicitor	\$ 3,000

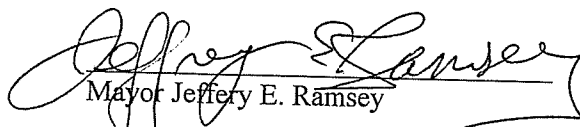
BE IT FURTHER RESOLVED, that the rate for legal fees shall be set at \$125.00 per hour, and

BE IT FURTHER RESOLVED, that full-time employees who hold positions designated in Section 1.3a of the Salary Ordinance, shall be eligible to for sick leave incentive. An employee holding such a position, who shall use less than four (4) days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either:

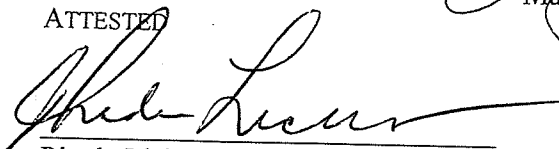
such a position, who shall use less than four (4) days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either:

- a. a cash payment in the amount of three-days pay not to exceed \$900.00 dollars. It shall be payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or
- b. an additional three personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year.

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

  
\_\_\_\_\_  
Mayor Jeffrey E. Ramsey

ATTESTED

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

# Resolution Number 2000-117

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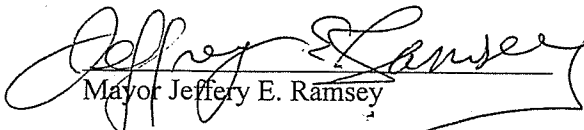
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- a. a cash payment in the amount of three-days pay not to exceed \$900.00 dollars. It shall be payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or
- b. an additional three personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year.

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

  
Mayor Jeffrey E. Ramsey

ATTESTED



Rhoda Lichtenstadter, RMC  
Township Clerk

event housing units are included within the Project, that the Commissioner of the New Jersey Department of Community Affairs has consented to the relinquishment. As of that date, the tax exemption, service charges, and the profit and dividend restrictions contemplated by this Agreement shall terminate. Pursuant to N.J.S.A. 40A:20-13, the date of termination of tax exemption, whether by relinquishment by the Entity, or by other terms of this Agreement, shall be deemed to be the close of the Entity's fiscal year following the date designated in such notice ("Effective Date of Termination").

b. In the event improvements are utilized as a warehouse use (defined as improvements used to provide storage of goods in non-air conditioned space), then the Township shall have the option to terminate this Financial Agreement with respect to improvements containing such warehouse use at the conclusion of the tenth (10<sup>th</sup>) year. The Township's exercise of its option must be in writing delivered at least ninety (90) days prior to the conclusion of the tenth (10<sup>th</sup>) year under this Agreement. The date of termination of tax exemption, shall be deemed to be the close of the Entity's fiscal year following the date designated in such written Notice of Termination ("Effective Date of Termination").

c. Within ninety (90) days after the Effective Date of Termination, the Entity shall provide a final accounting and pay to the Township a sum equal to the amount of the reserve, if any, maintained pursuant to this Agreement and N.J.S.A. 40A:20-15, as well as the excess profit, if any, payable as of the Effective Date of Termination pursuant to this Agreement in accordance with the provisions of N.J.S.A. 40A:20-15. Upon termination of the exemption, the Project, all affected parcels and the Improvements shall be assessed and subject to taxation as are other taxable properties in the municipality.

d. At all times prior to the expiration or other termination of this Agreement, the Entity shall remain bound by the provisions of the Exemption Law.

e. If the Entity fails to comply with any provision of this Agreement or with the Exemption Law, then the Township shall give written notice thereof to the Entity at the address set forth in Section 13 of this Agreement. If such failure to comply is not cured within one hundred twenty (120) days following the date of such notice or, if the failure cannot be cured within the aforementioned one hundred twenty (120) day period, the Entity fails to commence to correct the failure within the one hundred twenty (120) day period or fails thereafter to diligently complete the cure of such failure, then the Township's sole remedy for such breach shall be to terminate this Agreement and the tax exemption provided hereunder, by giving written notice thereof to the Entity at the address specified herein.

7. **Annual Audit and Inspections.**

a. Within ninety (90) days after the close of its fiscal year, while this Agreement continues in effect, the Entity shall submit to the Mayor and the governing body of the Township and to the Director of the State of New Jersey Department of Community Affairs, Division of Local Government Services in the Department of Community Affairs its auditor's report for the preceding fiscal year which identifies the calculations of the Entity's net profit during the previous year.

b. For as long as this Agreement continues in effect, Entity, upon request and during regular business hours, shall permit inspection by the Township of property, equipment, buildings and other facilities of the Entity, and also permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the Township or the State.



8. Sale of Project.

a. The Township will consent to a sale of the Project, or any phase of the Project, by the Entity to another urban renewal entity organized under the Exemption Law, or to its successors or assigns, if the transferee entity or its successors or assigns own no other project subject to the Exemption Law at the time of the transfer. The Township shall not unreasonably withhold its consent to such transfer. Upon assumption by the transferee entity of the Entity's obligations under this Agreement, the tax exemption granted under this Agreement shall continue to inure to the transferee entity, its respective successors or assigns.

b. If the Entity transfers the Project to another urban renewal entity pursuant to the preceding paragraph, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Exemption Law. The transferee entity shall be obligated to pay excess profits of the transferee entity to the Township in accordance with the provisions of N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, whichever may apply.

c. If the Entity transfers the project to another entity which does not qualify as an urban renewal entity under N.J.S.A. 40A:20-3(g), then this Agreement shall terminate. Within ninety (90) days after the close of the Entity's fiscal year, which shall be considered the date of termination for purposes of this paragraph, the Entity shall pay to the Township the amount of the reserve, if any, maintained by it pursuant to N.J.S.A. 40A:20-15, as well as any excess profit payable to the Township pursuant to N.J.S.A. 40A:20-15.

d. In the event of a foreclosure, or the transfer of any part of the Project as a result of the exercise of remedies by a mortgagee, this Agreement shall terminate and the

foreclosing mortgagee shall have no rights or obligations under this Agreement, except for the obligation to pay any due and unpaid ASC and excess profits. Nothing in this subsection (d) shall affect the rights of the Local Finance Board or the obligations of the parties under N.J.S.A. 40A:20-18. Nothing in this Agreement shall require the consent of any party to this Agreement with respect to any transfer of any part or all of the Project, the Improvements or the land located within the Redevelopment Area as a result of a foreclosure or the exercise of remedies by a mortgagee. If the Entity voluntarily relinquishes its status as an urban renewal entity in connection with any foreclosure or exercise of remedies by a mortgagee, and the Project includes housing units, then the consent of the Commissioner of Community Affairs shall be required in accordance with N.J.S.A. 40A:20-13.

e. The Entity shall file annually with the municipal governing body a statement disclosing (a) the persons having an ownership interest in the Project, and (b) the extent of the ownership interest of each such person.

9. **Entity's Covenants and Representations.**

a. **Use, Management and Operation of the Project.** The Project will be designed, constructed, managed and operated by ReNEWal Willingboro, L.L.C., (the "Redevelopment Manager") which will pay a fee to Entity. ReNEWal Willingboro, L.L.C., will be responsible for design, construction, management, collecting rents, communicating with tenants and third parties (including contractors and vendors) as to all matters affecting the Project, and attending to the physical maintenance of the Project and the grounds appurtenant thereto, all as set forth in the Construction and Management Agreement attached hereto as Exhibit C.

b. Computation of Gross Revenue. Gross revenue shall be comprised of the fee paid by the Redevelopment Manager to Entity, as defined in Exhibit D. The Redevelopment Manager will be responsible for planning, design, financing, construction, and management of the Project.

10. Governing Law and Conflicts. This Agreement shall be governed by the provisions of the Exemption Law and the laws of the State. The parties agree that in the event of a conflict between this Agreement and the Application, the language contained in this Agreement shall govern and prevail.

11. Oral Representations. Neither party hereto has made any oral representation that is not contained in this Agreement. This Agreement, the Township's Ordinance authorizing the Agreement, and the Application constitute the entire agreement between the parties.

12. Modification. There shall be no modification of this Agreement except by written instrument executed by both parties.

13. Notices. Unless prior to giving any notice required under this Agreement, either party shall have notified the other to the contrary, all notices shall be sent by certified mail, return receipt requested, addressed as follows:

As to the Township:

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

With a copy to:

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

As to Entity:

Willingboro Urban Renewal, L.L.C.  
1 Gateway Center  
9<sup>th</sup> Floor  
Newark, New Jersey 07102

With a copy to:

ReNEWal Realty, L.L.C.  
1 Gateway Center  
9<sup>th</sup> Floor  
Newark, New Jersey 07102

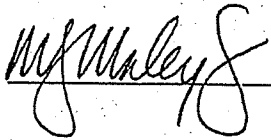
14. **Severability.** If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. **Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

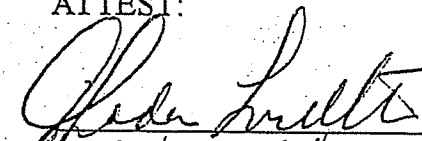
16. **Exhibits.** Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

WITNESS:

  
\_\_\_\_\_

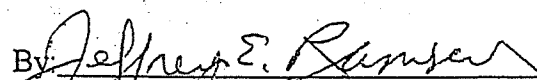
ATTEST:

  
Rhoda Lichtensthal, Clerk

WILLINGBORO URBAN RENEWAL, L.L.C.

By:   
ROBERT B. STANG

THE TOWNSHIP OF WILLINGBORO

By:   
JEFFREY E. RAMSEY, Mayor

**EXHIBIT A**

Redevelopment Agreement, dated May, <sup>1998</sup>~~1999~~ and First Amendment to

Redevelopment Agreement dated December 15, 2000.

**EXHIBIT B**

Application for tax exemption submitted by Willingboro Urban Renewal, L.L.C.

**EXHIBIT C**

Construction and Management Agreement between Willingboro Urban Renewal, L.L.C.  
and ReNEWal Willingboro, L.L.C.

EXHIBIT B

Redevelopment Agreement between Township of Willingboro and Willingboro Urban

Renewal, L.L.C.



RESOLUTION NO. 2000 -118

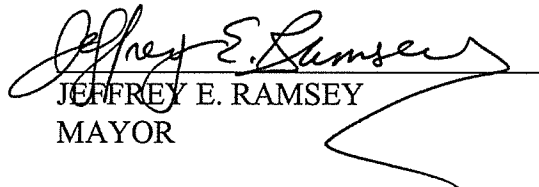
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 5<sup>th</sup> day of September, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

SMITH, JUNIUS & FLORETTA 1 HADLEY LANE BLOCK 605 LOT 8 1 HADLEY LANE OVERPAYMENT TAXES	557.81
E&L CARING AGENCY, INC. 58 CRESTVIEW DRIVE BLOCK 412 LOT 35 58 CRESTVIEW DRIVE OVERPAYMENT TAXES	1266.71
DIAZ, PEDRO & JUANITA 42 GENTRY LANE BLOCK 718 LOT 9 42 GENTRY LANE OVERPAYMENT TAXES	1689.51
THOMAS, MENGSTE LAMONT & MOODY, LISA 311 ST. MARY ST. BURLINGTON, N.J. 08016 BLOCK 112 LOT 4 18 SNOWFLOWER LANE OVERPAYMENT TAXES	550.00
GUERRIER, JOSEPH & GERMAINE 57 CLUB HOUSE DRIVE BLOCK 408 LOT 26 57 CLUB HOUSE DRIVE OVERPAYMENT TAXES	14.78

RESOLUTION NO. 2000 -119

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes as follows:


Year	Block/Lot/Qual	Assessed To	Amount
2000	8/5	Alpha Baptist Church	\$14,388.40

WHEREAS, the above taxpayer has asked for a waiver of the taxes for the year 2000; and

WHEREAS, the Township Council has agreed to waive the taxes assessed against Alpha Baptist Church due to the location there of the Charter School and the waiver is based upon the understanding and requirement that the Charter School will be vacating that property by June 30, 2000. Any continuation of the Charter School beyond that time will result in the imposition of the taxes as required by State Law and it will then go on as an added assessment as of July 1, 2000.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of September, 2000, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54-91.1 and 91.2; and

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

  
JEFFRY E. RAMSEY  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** August 25, 2000  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs  
**SUBJECT:** Resolution to Cancel Taxes

There was a motion done by council to cancel taxes on the Charter School located in Alpha Baptist Church Daycare. This is just to formalize it in the form of a resolution.

c Rhoda Lichtenstadter ✓

**RESOLUTION NO. 2000 - 120**

**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

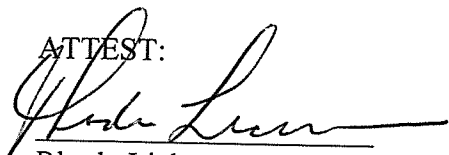
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

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; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of September, 2000, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## *INTEROFFICE MEMORANDUM*

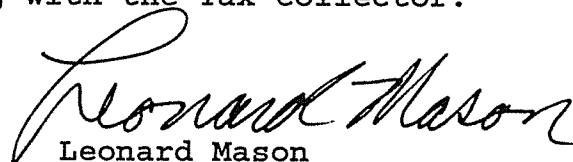
MEMO TO: Norton N. Bonaparte, Township Manager  
Rhoda Lichtenstadter  
FROM: Leonard Mason  
DATE: September 1, 2000  
SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$8,843.00 for the time period of July 11, 2000 thru September 5, 2000.

Under ordinance 21-9.13 I am placing liens against the following properties; information of work done and attached.

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>WORK DONE</u>	<u>AMOUNT</u>
Grass cutting: 24 properties @ \$ 40.00			\$ 960.00
9 properties @ \$ 80.00			\$ 720.00
Property maintenance per attached (19 properties)			\$ 4968.00
23 Twisting La	1131-3	Board property	\$ 630.00
12 Hasting La	623-5	Board broken glass door	\$ 80.00
204 Somerset Dr	130-6	Board 3 windows; inst.lock on shed	\$ 170.00
60 Torrington La	1108-8	Board rear window	\$ 80.00
35 Maplewick La	528-35	Board up property	\$ 660.00
1 Sylvan La	133-11	Board up	\$ 495.00
29 Botany Cir	237-10	Board up	\$ 80.00
 TOTAL			 \$ 8,843.00

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.

  
Leonard Mason

Director of Inspections

ba

29 Pennant La BL 314 L 36	Cut grass; trim all overgrown bushes; trim rear hedge; remove weeds behind dwelling	\$ 325.00
20 Blueberry La BL 206 L 6	Paint & board 2 windows; remove 5 tires; rem & dispose of debris	\$ 415.00
30 Bendix La BL 223 L 8	Double cut grass; trim shrubs, bushes, etc; remove & dispose of debris	\$ 470.00
42 Barrington La BL 242 L 13	Double cut front lawn; remove debris	\$ 80.00
100 Evergreen Dr 3L 804 L 60	Remove & dispose of dismantled concrete pillars	\$ 80.00
55 Mosshill La 3L 507 L 12	Remove & dispose of refrigerator, furniture, etc.	\$ 435.00
34 Mercator La 3L 539 L 10	Remove & dispose of furniture, swing set, trash bags, etc.; cut lawn	\$ 535.00
18 Mercator La 3L 539 L 5	Remove & dispose of debris; also, dispose of asbestos shingles	\$ 250.00
74 Country Club Rd 3L 409 L 18	Remove & dispose of debris, pine cones, branches, bushes, etc.; stock pool w/chlorine	\$ 245.00
74 Niagara La 3L 1023 L 45	Cut grass; remove tr & debris	\$ 80.00
32 Niagara La 3L 1023 L 33	Cut grass; remove tr & debris	\$ 80.00
72 Babbitt La 3L 204 L 20	Remove & dispose of tr & debris, shopping cart, pots, etc.	\$ 245.00
23 Twisting La 3L 1131 L 3	Remove & dispose of branches, fire debris, vinyl siding, etc; double cut Grass (rear & side)	\$ 635.00

35 Maplewick La 3L 523 L 35	Remove & dispose of debris, paper, batteries, tires, freon cans, etc	\$ 175.00
36 Midvale La 3L 519 L 4	Remove & dispose of debris, plastic, rotted wood, etc; cut hedges & bushes	\$ 280.00
	<b>TOTAL</b>	\$ 4330.00



RESOLUTION NO. 2000 - 121

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 9/5, 2000, that an Executive Session closed to the public shall be held on 9/5, 2000, at 7:55 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 122 - 2000

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:

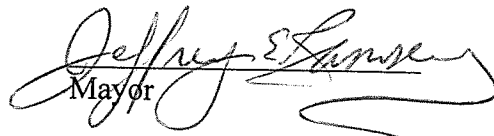
- (7) Matters relating to Litigation, Negotiations and the Attorney Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 September 19, 2000, that an Executive Session closed to the public shall be held on September 19, 2000, at 8:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific item(s) 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.

Attest:

  
Marie Annese, Deputy Twp. Clerk

  
Mayor

RESOLUTION NO. 2000 - 123

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

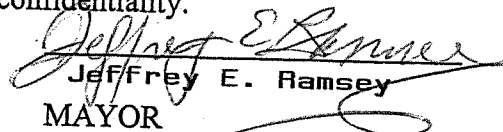
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

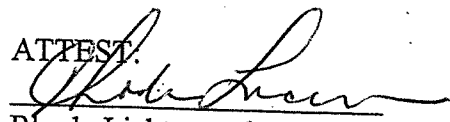
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 9/26, 2000, that an Executive Session closed to the public shall be held on 9/26, 2000, at 7:40 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**RESOLUTION NO. 2000 - 124**

**A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AN UNDERGROUND STORAGE  
SYSTEM ACCESS MAINTENANCE AGREEMENT WITH  
GRANT WILLINGBORO, LLC.**

WHEREAS, the above applicant appeared before the Willingboro Township Planning Board (Walgreens, Rt. 130 and Charleston Road); and

WHEREAS, the Planning Board approved the Underground Storage System Access Maintenance Agreement attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day October, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

Goldstein, Kaitz & Fellman, LLP  
ATTORNEYS

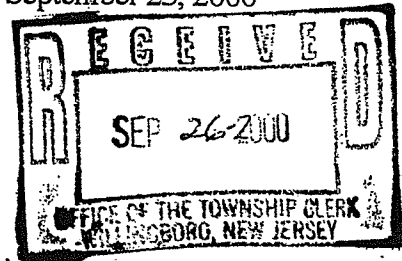
Watermill Center  
800 South Street, Suite 395  
Waltham, MA 02453  
(781) 894-4400  
FAX 894-2129

Of Counsel  
Charlotte H. Gesten, Esq.  
cgesten@gkfilp.com

September 25, 2000

Via FedEx

Mrs. Marie Annese, Secretary  
Willingboro Planning Board  
Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046



Re: Undergound Storage System Access and Maintenance Agreement  
Block 6, Lots 1, 2, and 3  
LAWB File # 2000-39-81

Dear Mrs. Annese:

With respect to the Walgreens project at the corner of Route 130 and Charleston Road, I am forwarding to Mrs. Annese two originals of the Undergound Storage System Access and Maintenance Agreement, which have been executed by the Owner.

By copy of this letter to Mr. Taenzer, I am forwarding to him a copy of the Agreement, which is the same form originally delivered to the Owner by Mrs. Annese.

Assuming that Mr. Taenzer approves these forms, please have the Agreement signed by the appropriate parties and return one fully executed original to me in the enclosed FedEx package.

Please call me should you have any questions in this regard.

Thank you in advance for your help in this matter.

Very truly yours,

Charlotte Hartwell Gesten

Enclosures

cc: Uri Taenzer, Esq.

*OK per Mr. Taenzer  
9/27/00  
P.A.  
Letter - orig + 2 copies of AWA  
to R.H.H.*

UNDERGROUND STORAGE SYSTEM ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 17<sup>th</sup> day of June, 2000 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 GRANT WILLINGBORO, LLC (the "Owner").

RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as proposed Lots 1 and 2, Block 6 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on May 8, 2000 by the adoption of Resolution No. 6 - 2000.
- C. Said Project requires the construction of underground storm water storage 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 underground storm water detention and conveyancing facilities as designated and described on its final plans on file with the Willingboro Township Planning Board prepared by Bohler Engineering, P.C. of 1120 Welsh Road, Suite 200, North Wales, Pennsylvania 19545 designated "Preliminary and Final Site Plan, Mark Investments (Mid-Atlantic), Inc., Proposed Walgreens Pharmacy" as follows:

Drawing No. Last Revision Date

N/A Title Sheet N/A

Signed by Andrew P. Moriarty, PE:

1 of 12	Site Plan	04/24/00
2 of 12	Grading and Utilities Plan	04/24/00
3 of 12	Erosion Pollution Sediment Control Plan	04/24/00

Signed by Thomas P. Voorhees, Certified Landscape Architect:

4 of 12	Landscaping Plan	04/24/00
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Signed by Andrew P. Moriarty, PE:

5 of 12	Lighting Plan	04/24/00
6 of 12	Details	04/24/00
7 of 12	Details	04/24/00
8 of 12	Township Details	04/24/00
9 of 12	Building Elevations	04/24/00
10 of 12	Floor Plan	04/24/00
11 of 12	Existing Conditions/Demolition Plan	04/24/00

Also:

"General Project Description Conservation Program and Stormwater Management Calculations for Walgreens's Pharmacy Proposed Development" dated March 15, 2000, Prepared by Andrew P. Moriarty, P.E. of Bohler Engineering, Inc.

Geotechnical Study Report by Geotechnical Services, Inc. 12 Rogers Road, Haverhill, MA 01835, GSI Project No. 200103, Proposed Walgreen's Drug Store, Willingboro, New Jersey, dated October 20, 1999.

Letter report directed to Norton Bonaparte, Jr., Township Manager, dated April 28, 2000 by Andrew P. Moriarty, P.E., Project Manager of Bohler Engineering, Inc.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the underground 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 UNDERGROUND STORAGE SYSTEM 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.

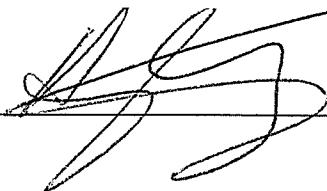
9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

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:

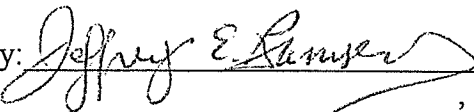
GRANT WILLINGBORO, LLC

\_\_\_\_\_  
(SEAL)

By:  \_\_\_\_\_

TOWNSHIP: TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO

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

By:  \_\_\_\_\_  
\_\_\_\_\_, Mayor

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on oct, 2000, f personally came before me and acknowledged under oath, to my satisfaction, that:

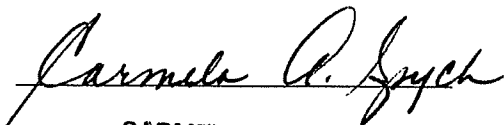
- (a) He/She is the Township Clerk of the Township of Willingboro, the corporation named in this Agreement;
- (b) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is Deborah E Ramsey, the Mayor of Willingboro Township.
- (c) This Agreement was signed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

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

Sworn and subscribed before

me on this 4th day of

October, 2000.



CARMELA A. SPYCH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 5, 2002

PA

STATE OF NEW JERSEY )

~~MONTGOMERY~~ :SS

COUNTY OF ~~BURLINGTON~~

I CERTIFY that on June 12<sup>th</sup>, 2000, HARVEY STERNBERG personally came before me and acknowledged under oath, to my satisfaction that:

a member of Grant Willingboro, LLC

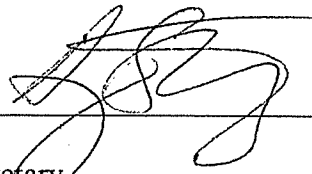
(a) this person is the the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Harvey Sternberg, the President of the corporation.

(c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document;

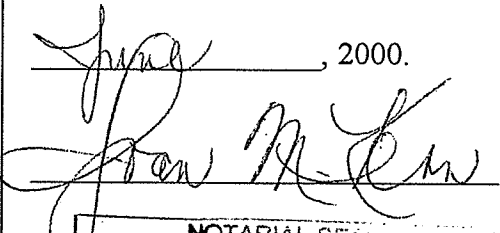
(e) this person signed this proof to attest to the truth of these facts.

  
\_\_\_\_\_  
Secretary

Sworn and subscribed before

me on this 12<sup>th</sup> day of

June, 2000.



NOTARIAL SEAL  
JOAN M. KERN, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires September 23, 2000

UNDERGROUND STORAGE SYSTEM ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 12<sup>th</sup> day of June, 2000 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 MARK INVESTMENTS (MID-ATLANTIC), INC. (the "Owner").

RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as proposed Lots 1 and 2, Block 6 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on May 8, 2000 by the adoption of Resolution No. 6 - 2000.
- C. Said Project requires the construction of underground storm water storage 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 underground storm water detention and conveyancing facilities as designated and described on its final plans on file with the Willingboro Township Planning Board prepared by Bohler Engineering, P.C. of 1120 Welsh Road, Suite 200, North Wales, Pennsylvania 19545 designated "Preliminary and Final Site Plan, Mark Investments (Mid-Atlantic), Inc., Proposed Walgreens Pharmacy" as follows:

<u>Drawing No.</u>		<u>Last Revision Date</u>
--------------------	--	---------------------------

N/A	Title Sheet	N/A
-----	-------------	-----

Signed by Andrew P. Moriarty, PE:

1 of 12	Site Plan	04/24/00
2 of 12	Grading and Utilities Plan	04/24/00
3 of 12	Erosion Pollution Sediment Control Plan	04/24/00

Signed by Thomas P. Voorhees, Certified Landscape Architect:

4 of 12	Landscaping Plan	04/24/00
---------	------------------	----------

Signed by Andrew P. Moriarty, PE:

5 of 12	Lighting Plan	04/24/00
6 of 12	Details	04/24/00
7 of 12	Details	04/24/00
8 of 12	Township Details	04/24/00
9 of 12	Building Elevations	04/24/00
10 of 12	Floor Plan	04/24/00
11 of 12	Existing Conditions/Demolition Plan	04/24/00

Also:

"General Project Description Conservation Program and Stormwater Management Calculations for Walgreens's Pharmacy Proposed Development" dated March 15, 2000, Prepared by Andrew P. Moriarty, P.E. of Bohler Engineering, Inc.

Geotechnical Study Report by Geotechnical Services, Inc. 12 Rogers Road, Haverhill, MA 01835, GSI Project No. 200103, Proposed Walgreen's Drug Store, Willingboro, New Jersey, dated October 20, 1999.

Letter report directed to Norton Bonaparte, Jr., Township Manager, dated April 28, 2000 by Andrew P. Moriarty, P.E., Project Manager of Bohler Engineering, Inc.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the underground 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 UNDERGROUND STORAGE SYSTEM 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.

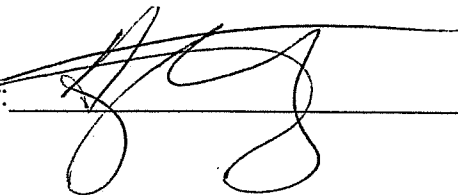
9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

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.

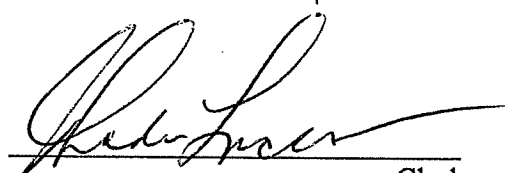
WITNESS OR ATTEST:

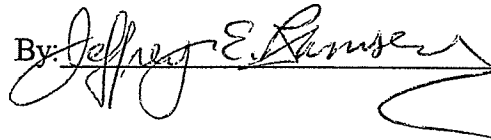
GRANT WILLINGBORO, LLC

\_\_\_\_\_  
(SEAL)

By:   
\_\_\_\_\_

TOWNSHIP: TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO

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

By:   
\_\_\_\_\_  
, Mayor

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on Oct, 2000, 4 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 Telley E. Ramsey, 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.

[Signature], Clerk

Sworn and subscribed before

me on this 4th day of

October, 2000.

[Signature]

**CARMELA A. SPYCH**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 5, 2002

PA

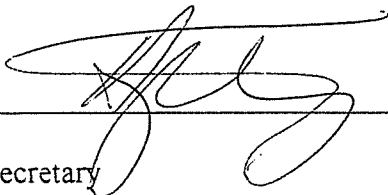
STATE OF NEW JERSEY)

MONTGOMERY :SS

COUNTY OF BURLINGTON)

I CERTIFY that on June 12, 2000, HARVEY STERNBERG personally came before me and acknowledged under oath, to my satisfaction that:

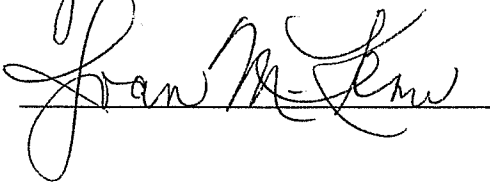
- (a) this person is the a member of Grant Willingboro, LLC the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Harvey Sternberg, the President of the corporation.
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts.

  
Secretary

Sworn and subscribed before

me on this 12 day of

June, 2000.

  
\_\_\_\_\_  
Joan M. Kern

NOTARIAL SEAL  
JOAN M. KERN, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Sept. 23, 2000

NOTARIAL SEAL  
JOAN M. KERN, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Sept. 23, 2000

UNDERGROUND STORAGE SYSTEM ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 19<sup>th</sup> day of June, 2000 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 GRANT WILLINGBORO, LLC (the "Owner").

RECITALS

A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as proposed Lots 1 and 2, Block 6 on the Willingboro Township Tax Maps (the "Project").

B. Said approval was duly memorialized on May 8, 2000 by the adoption of Resolution No. 6 - 2000.

C. Said Project requires the construction of underground storm water storage 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 underground storm water detention and conveyancing facilities as designated and described on its final plans on file with the Willingboro Township Planning Board prepared by Bohler Engineering, P.C. of 1120 Welsh Road, Suite 200, North Wales, Pennsylvania 19545 designated "Preliminary and Final Site Plan, Mark Investments (Mid-Atlantic), Inc., Proposed Walgreens Pharmacy" as follows:

<u>Drawing No.</u>		<u>Last Revision Date</u>
--------------------	--	---------------------------

N/A	Title Sheet	N/A
-----	-------------	-----

Signed by Andrew P. Moriarty, PE:

1 of 12	Site Plan	04/24/00
2 of 12	Grading and Utilities Plan	04/24/00
3 of 12	Erosion Pollution Sediment Control Plan	04/24/00

Signed by Thomas P. Voorhees, Certified Landscape Architect:

4 of 12	Landscaping Plan	04/24/00
---------	------------------	----------

Signed by Andrew P. Moriarty, PE:

5 of 12	Lighting Plan	04/24/00
6 of 12	Details	04/24/00
7 of 12	Details	04/24/00
8 of 12	Township Details	04/24/00
9 of 12	Building Elevations	04/24/00
10 of 12	Floor Plan	04/24/00
11 of 12	Existing Conditions/Demolition Plan	04/24/00

Also:

"General Project Description Conservation Program and Stormwater Management Calculations for Walgreens's Pharmacy Proposed Development" dated March 15, 2000, Prepared by Andrew P. Moriarty, P.E. of Bohler Engineering, Inc.

Geotechnical Study Report by Geotechnical Services, Inc. 12 Rogers Road, Haverhill, MA 01835, GSI Project No. 200103, Proposed Walgreen's Drug Store, Willingboro, New Jersey, dated October 20, 1999.

Letter report directed to Norton Bonaparte, Jr., Township Manager, dated April 28, 2000 by Andrew P. Moriarty, P.E., Project Manager of Bohler Engineering, Inc.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the underground 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 UNDERGROUND STORAGE SYSTEM 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.

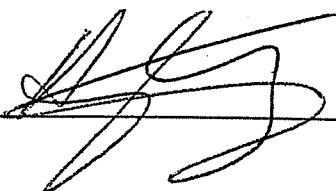
9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

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.

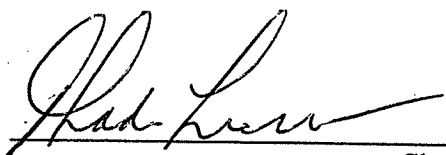
WITNESS OR ATTEST:

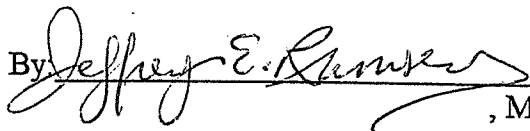
GRANT WILLINGBORO, LLC

\_\_\_\_\_  
(SEAL)

By:  \_\_\_\_\_

TOWNSHIP: TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO

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

By:  \_\_\_\_\_  
Mayor



STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on Oct, 2000, 4 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 Terry E. Ramsey 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.

[Signature]  
Clerk

Sworn and subscribed before

me on this 4th day of

October, 2000.

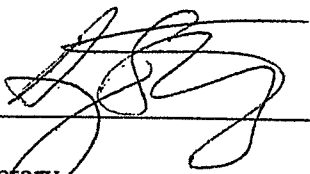
[Signature]

CARMELA A. SPYCH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 5, 2002

PA  
STATE OF NEW JERSEY )  
MONTGOMERY :SS  
COUNTY OF BURLINGTON )

I CERTIFY that on June 12<sup>th</sup>, 2000, HARVEY STERNBERG personally came before me and acknowledged under oath, to my satisfaction, that:

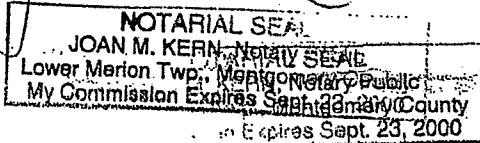
- (a) this person is the a member of Grant Willingboro, LLC  
the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Harvey Sternberg, the President of the corporation.
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts.

  
\_\_\_\_\_  
Secretary

Sworn and subscribed before

me on this 12<sup>th</sup> day of

June, 2000.



\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* SEP-27-2000 WED 01:43 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* SEP-27 01:40 PM KEARNS 2'28" 9 SEND OK 063 \*  
 \* TOTAL : 2M 28S PAGES: 9 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP, ONE SALEM ROAD,**  
**WILLINGBORO, NJ 08046**  
**Phone No. 877-2200 Fax No. 835-0782**

**TELEFAX COVER SHEET**

TO: WJK  
 COMPANY: KVG+K  
 DATE: 9/27/2000  
 TO FAX NO. \_\_\_\_\_

FROM: Bob L. EXT. 600 PAGES 9

SUBJECT: Please advise if I can do work  
Access Maintenance Agr. Resolution

WILLINGBORO TOWNSHIP, ONE SALEM ROAD,  
WILLINGBORO, NJ 08046

Phone No. 877-2200 Fax No. 835-0782

TELEFAX COVER SHEET

TO:

WJK

COMPANY:

KV G + K

DATE:

9/27/2000

TO FAX NO.

FROM:

Bob L

EXT. 600

PAGES 9

SUBJECT:

Please advise if I can do useful  
Access Maintenance Agr. Resolution  
for Walgreens for the Inc Mtg  
I Thank Bob

FOR YOUR INFORMATION \_\_\_\_\_

PLEASE RESPOND ✓

THANK YOU.

RESOLUTION NO. 2000 -125

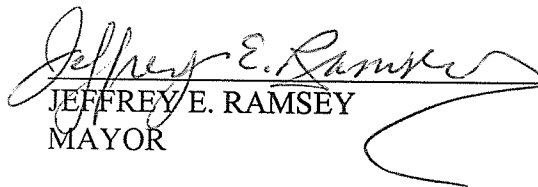
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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

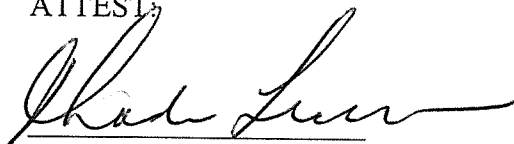
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3<sup>rd</sup> day of October, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2000 – 128

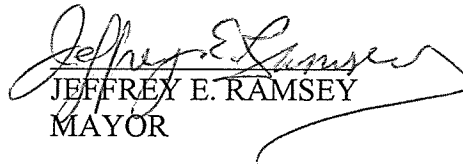
A RESOLUTION AUTHORIZING RETURN OF  
PERFORMANCE BOND FOR MCDONALDS.

WHEREAS, at the request of the applicant, MCDONALDS, and recommendation of the Engineer, by his letter dated June 20, 2000, and on the condition of the posting of a maintenance bond in the amount of 15% or \$18,680.84 for a period of two years; and


WHEREAS, those conditions having been met by the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3<sup>rd</sup> day of October, 2000, that the original Performance Guarantee be returned to the applicant.

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

  
JEFFREY E. RAMSEY  
MAYOR

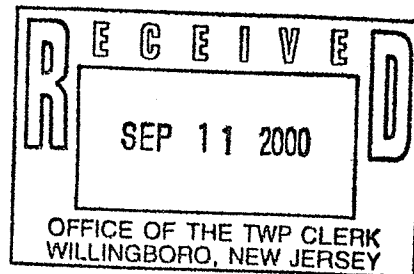
ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



McDonald's Corporation  
150 South Warner Road  
Suite 470  
King of Prussia, PA 19406-2836  
610/688-8010

September 6, 2000



Ms. Rhoda Lichtenstadter  
Willingboro Municipal Building  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

RE: Willingboro, NJ  
L/C: 029-0161 #2490

Dear Ms. Lichtenstadter:

Enclosed please find the Maintenance Bond #6078120 in the amount of \$18,680.84 per Carl Turners June 20, 2000 letter to you.

Please forward our original bond in the amount of \$149,446.68. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Maureen Walker".

Maureen Walker  
Development Coordinator



SAFECO INSURANCE COMPANY OF AMERICA  
 GENERAL INSURANCE COMPANY OF AMERICA  
 FIRST NATIONAL INSURANCE COMPANY  
 OF AMERICA  
 HOME OFFICE: SAFECO PLAZA  
 SEATTLE, WASHINGTON 98185

Bond 6030703

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, MCDONALD'S CORPORATION

(hereinafter called the Principal), as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly

bound unto TOWNSHIP OF WILLINGBORO

\_\_\_\_\_ ; (hereinafter called the Obligee),

in the sum of One Hundred Forty-Nine Thousand Four Hundred Forty-Six and 68/100

(\$149,446.68) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of October, 19 99.

WHEREAS, said Principal has entered into a Contract with said Obligee, dated \_\_\_\_\_,

for \_\_\_\_\_

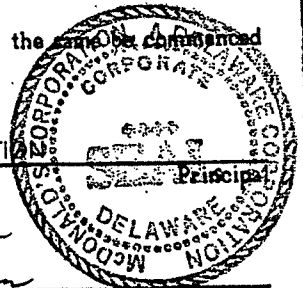
Site work for location at Rancocas & Garfield Rd. Willingboro, NJ 08046

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following date on which Principal ceased work on said Contract.

MCDONALD'S CORPORATION

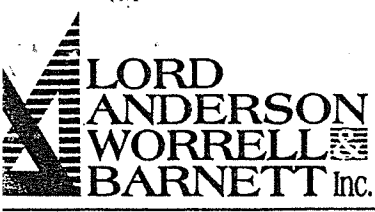


By Joseph R. Thomas  
 Joseph R. Thomas/Vice President  
 SAFECO INSURANCE COMPANY OF AMERICA

By Debra Kohlman  
 Debra Kohlman Attorney-in-Fact



File # 02490



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

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

June 20, 2000

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

Ms. Rhoda Lichtenstadter, Township Clerk  
Willingboro Municipal Building  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

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

RE: McDonald's Performance Guarantee  
Willingboro Township  
LAWB File No. 99-39-85

Paul Augustino  
Steven L. Berger  
Scott S. Dirkin  
Edward Malinowski, PE  
John G. Patel, PE  
Carl A. Turner, PE

Dear Ms. Lichtenstadter:

The requirements of the Approval Resolution granting Site Plan approval for the above referenced site have been met. All improvements have been inspected. It would therefore be appropriate for Council to release the Performance Guarantee upon the posting of a Maintenance Bond in the amount of 15% or \$18,680.84, for a period of two (2) years.

Richard J. DeFelicis, Jr., CLA  
William L. Lenher, LS  
Lisa C. McGettigan, CLP  
John R. Ruble, LS  
Ajay K. Sanchan Sethi, PE  
Zube, LS

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

Consultant  
Donald Anderson, PE & LS, PP

CAT: dac

Cc: Norton N. Bonaparte, Jr. - Township Manager  
Leonard Mason - Township Construction Code Official  
Mitchell Riese - McDonald's Project Manager (via facsimile 610-975-9165)

99-39-85\CAT\MAINTBOND-U20.DOC (00)

MAINTENANCE BOND

Bond No. 6078120

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCDONALD'S CORPORATION as Principal, and \_\_\_\_\_

SAFECO INSURANCE COMPANY OF AMERICA

a WA corporation as Surety, are held and firmly bound unto TOWNSHIP OF WILLINGBORO, State of New Jersey

in the sum of Eighteen Thousand Six Hundred Eighty and 84/100

Dollars (\$18,680.84) lawful money of the United States for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated \_\_\_\_\_, with the Obligees for Willingboro Township LAWB File #99-39-85

\_\_\_\_\_ and, WHEREAS, the said Principal is required to post a bond to protect the said Obligees against the result of faulty material or workmanship for a period of Two Years

from and after the date of acceptance of said work:

NOW, THEREFORE, if the said Principal shall for a period of \_\_\_\_\_  
Two Years from and after the acceptance of said work, replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above

obligation to be void; otherwise, to remain in full force and effect.

SIGNED, SEALED AND DATED this 16th \_\_\_\_\_ day of August, ~~19~~ 2000

DEVELOPER  
MCDONALD'S CORPORATION



By: \_\_\_\_\_

LARRY LONG

VICE PRESIDENT

SURETY

SAFECO INSURANCE COMPANY OF AMERICA

By: \_\_\_\_\_

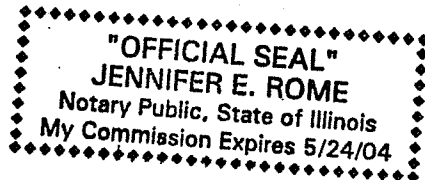
Debra Kohlman

Attorney-In-Fact

STATE OF ILLINOIS  
COUNTY OF COOK

On this 16th day of August, 2000, before me personally appeared  
Debra Kohlman, known to me to be the Attorney-in-Fact  
of Safeco Insurance Company of America, the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.



Jennifer E Rome  
(Notary Public)



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7591

NOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

BRENDA D. HOCKBERGER; ANN FORMHALS; DONNA WRIGHT; GARRY L. WESSELINK; DEBRA KOHLMAN; DIANE M. O'LEARY; WILLIAM REIDINGER; MY WICKETT; KAREN E. BOGARD; MATTHEW V. BUOL; CAROLYN KIRKBY; SYLVIA J. GARCIA; STEVEN B. CADE; Chicago, Illinois

as true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

I WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and tested these presents

this 16th day of March, 2000

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

I WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of August, 2000



R.A. Pierson

R.A. PIERSON, SECRETARY

TOWNSHIP OF WILLINGBORO

Resolution 2000 - 129

A Resolution of the Township Council of the Township of Willingboro Establishing and Appointing a Committee on Health and Human Services

**Whereas**, there is a National, State and local concern that citizens who are eligible for health care and human services programs are not fully aware of the availability of those services, and

**Whereas**, one of the programs involves the provision of health insurance for children through a federally sponsored program known as KidCare and that program has been supplemented in New Jersey through use of funding made available as the result of the settlement of certain litigation against tobacco companies so that it is known as New Jersey FamilyCare, and

**Whereas**, there are other programs offering a wide range of human services assistance that are available through both non-profit organizations, governmental services and the private sector and which may be underutilized as the result of inadequate information being made available to those eligible for the services, and

**Whereas**, the Township of Willingboro has a history of working with other levels of government and the non-profit agencies to provide essential human services, and

**Whereas**, it is appropriate to establish the Willingboro Committee Health and Human Services to advise the Township Council on issues of importance to the community and to develop, in cooperation with other governmental agencies, the non-profit organizations and the private sector, the means of reaching out to the community to disseminate information on available services,

**Now, therefore Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this **3rd** day of **October, 2000**, that:

1. There shall be a Willingboro Advisory Committee on Health and Human Services which shall consist of nine (9) members, as follows:

- (a) The Mayor of the Township of Willingboro;
- (b) One (1) member of the Township Council appointed by the Council;

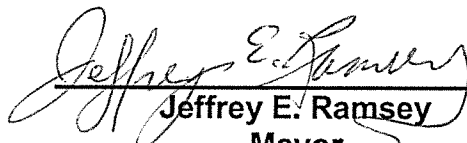
- (c) The Willingboro Township Manager;
- (d) The Willingboro Director of Human Services;
- (e) The President/Chief Operating Officer of the Burlington County United Way;
- (f) Four (4) public members, at least two of whom shall be residents of the Township of Willingboro

2. The Mayor shall serve as the Chairperson of the Committee. In the absence of the Mayor, the Council member shall preside at meetings of the Committee,


3. The Willingboro Advisory Committee on Health and Human Services shall develop a community based program to make information available on health and human services programs available to the residents of the Township of Willingboro and develop that program in cooperation with other governmental agencies, non-profit service agencies and private sector entities, and

**Be It Further Resolved**, that the Township Manager shall provide assistance and staff support to the Willingboro Advisory Committee on Health and Human Services as the Township Manager determines appropriate, and

**Be It Further Resolved**, that copies of this Resolution shall be provided to the individuals appointed and to the Township Manager for their information and attention.

  
\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor

The foregoing Resolution is certified to be a true copy of the original Resolution which was adopted by the Willingboro Township Council at a public meeting held on October 3, 2000.

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

RESOLUTION NO. 2000 - 130

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 10/3, 2000, that an Executive Session closed to the public shall be held on 10/3, 2000, at 7:50p.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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



RESOLUTION NO. 2000 – 131

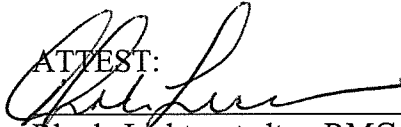
A RESOLUTION AUTHORIZING THE MANAGER  
AND CLERK TO SIGN A GRANT OF EASEMENT  
FOR PUBLIC SERVICE ELECTRIC AND GAS.



WHEREAS, Public Service Electric & Gas is a public utility of the State  
Of New Jersey; and

WHEREAS, Public Service Electric & Gas, requires an easement in order to  
provide gas service to the residents of Willingboro Township,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 17<sup>th</sup> day of October, 2000,  
That the Clerk and Manager are authorized to sign the attached grant of easement.

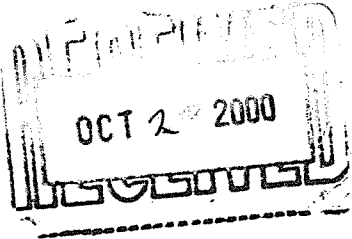
BE IT FURTHER RESOLVED, that copies of this resolution be provided to  
The proper authorities.

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

  
JEFFREY E. RAMSEY  
MAYOR  


ITEM  
FILE

B. GUEST



Prepared by \_\_\_\_\_  
CATHIE SAMS

## GRANT OF EASEMENT

THIS INDENTURE, made this 28 day of Sept, 2000, between TOWNSHIP OF WILLINGBORO, a municipal corporation of the State of New Jersey having its office at One Salem Road, Willingboro, New Jersey 08046, (hereinafter called "Grantor"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principle office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of Willingboro, County of Burlington and State of New Jersey, commonly known as Block 3, Lot 4.01 and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing gas service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment in connection with the provision of gas service thereto, and for the conduct of its business in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

**NOW THEREFORE, WITNESSETH:** In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby grant and convey unto Grantee an easement in perpetuity, in, under, through, upon, over and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas; together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement is more particularly shown on Drawing No. PR63-11-00S attached hereto and made a part hereof.

Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said gas facilities within the easement area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the easement area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that no buildings or structures shall be erected over said facilities of Grantee, except a property perimeter fence for property security. Grantor shall provide access to Grantee.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

If Grantor shall, at any time after the initial installation of said facilities, request Grantee to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

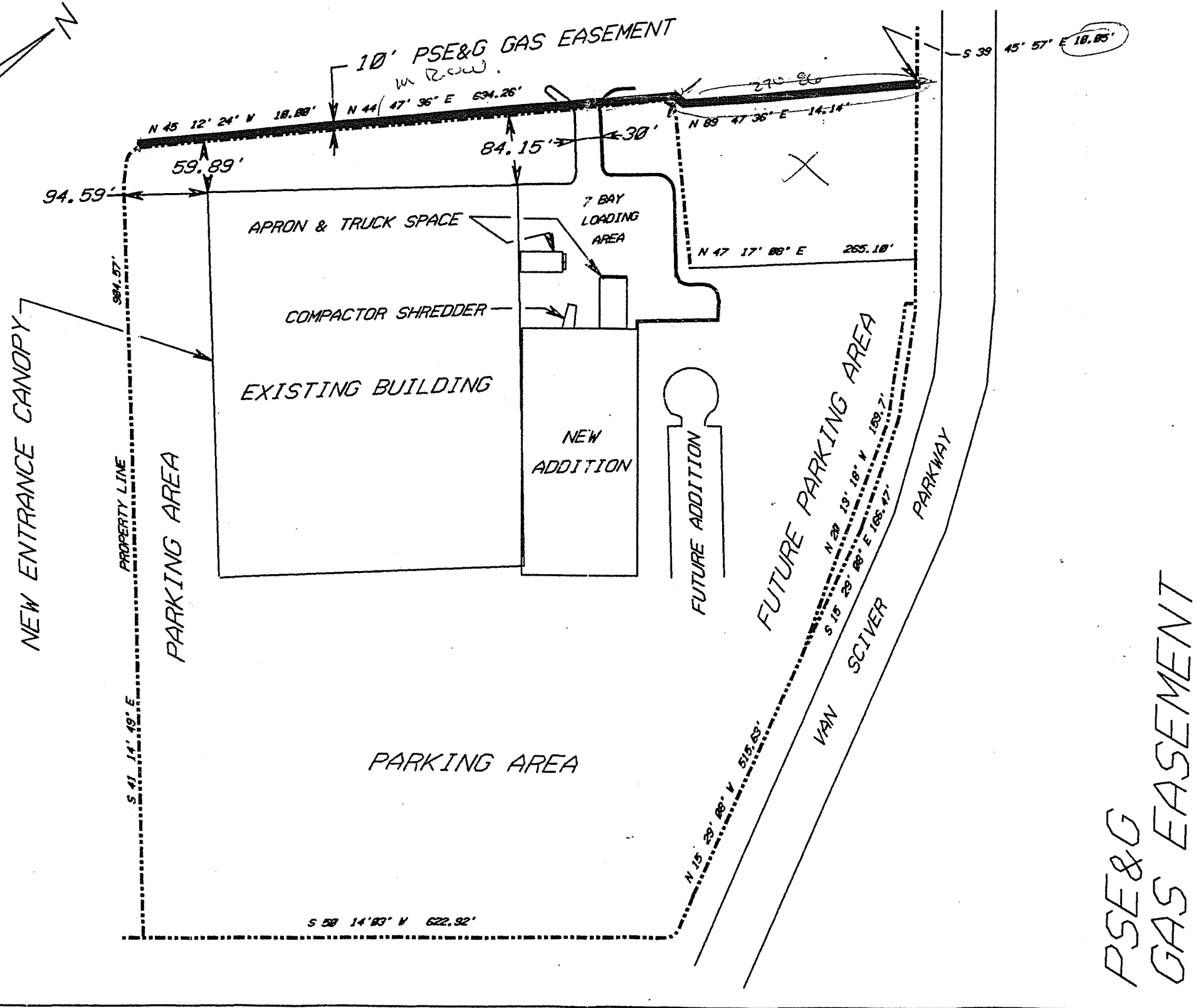
Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act or omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors and assigns.



BLOCK 3, LOT 4.01  
 WILLINGBORO, N. J. 08046



PSE&G  
 GAS EASEMENT

BLOCK & LOT <b>BLOCK 3, LOT 4.01</b>	TITLE TOWNSHIP OF WILLINGBORO ONE MILLENIUM DRIVE WILLINGBORO, NEW JERSEY 08046
DF: CMSAMS DATE: 08.24.2000	SCALE: NONE DRAWING NUMBER <b>PR63-11-005</b>
PUBLIC SERVICE ELECTRIC AND GAS COMPANY GAS DEPARTMENT	

\\cad\dgn\recent\pr631100s.dgn Aug. 24, 2000 14:23:39

RESOLUTION NO. 2000 - 132

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

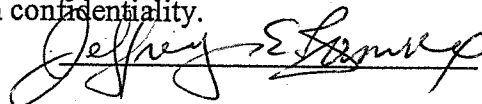
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

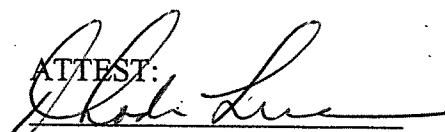
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10-17, 2000, that an Executive Session closed to the public shall be held on 10-17, 2000, at 7:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2000-1/33

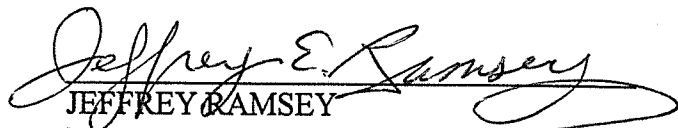
A RESOLUTION AUTHORIZING THE APPLICATION FOR STATE AID FROM  
NJDOT

WHEREAS, the New Jersey Department of Transportation, Bureau of Local Aid, has advised that funds are available to support non-traditional transportation improvements that advance municipal growth by developing the Town Center in Willingboro Township; and

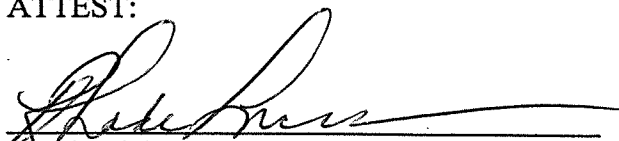
WHEREAS, the Township of Willingboro is eligible to receive funding under said program;

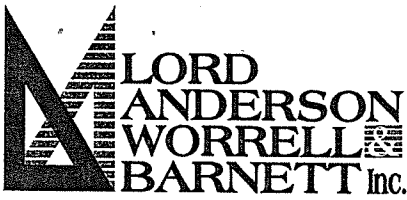
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 17<sup>th</sup> day of October, 2000, that application be made to the Commissioner of Transportation Trust Fund Authority Act and Local Bridge Bond Act and any other funds available; and

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

  
JEFFREY RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

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

**HAND DELIVERED**

October 17, 2000

Ms. Rhoda Lichtenstadter, Clerk  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

RE: 2001 NJDOT State Aid Application  
Centers of Place Funding Program  
Willingboro Township  
LAWB File No. 2000-39-15-15B

Dear Ms. Lichtenstadter:

As you know, the New Jersey Department of Transportation provides funding to counties and municipalities under the Transportation Trust Fund Act for improvements to enhance transportation. Willingboro Township has been quite successful in securing funding for reconstruction of municipally owned streets over the past several years. The most recent Transportation Trust Fund allocations to Willingboro Township included approximately \$520,000 for the reconstruction of Garfield Drive and \$175,000 for Salem Road, Section I. I have enclosed herewith three (3) original copies of the NJDOT Resolution, Application and Agreement for State Aid to Counties and Municipalities under the New Jersey Transportation Trust Fund Authority Act. This application seeks funding in the amount of \$4,188,600.00 for a Willingboro Town Center Parking Garage.

As you know, Council must pass a resolution authorizing the application to be filed with the NJDOT. The application, in itself, is the text of the resolution. Please place this resolution on the Council Agenda of October 17, 2000. It is imperative that the resolution is passed at that meeting. The application must be in the hands of the NJDOT no later than October 20, 2000, or it will not receive consideration for funding.

Once Council has passed the resolution, please be sure that the Mayor executes each of the three application forms in the space provided for the Presiding Officer. It will also be necessary for you to sign and seal the application in the space provided for the Clerk. When the forms have been fully executed and sealed, please return them to me, and I will see that they are forwarded to the NJDOT in time for consideration.

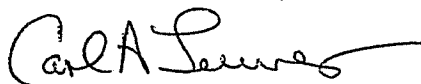


Ms. Rhoda Lichtenstadter, Clerk  
October 17, 2000  
Page 2

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

A handwritten signature in black ink, appearing to read "Carl A. Turner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT: dac

Enclosures

Cc: Ms. Denise Rose – Acting Township Manager  
Mr. Harry McFarland, Director of Public Works/Recreation

2000-39-15-15B\CATVRHODA-NJDOTAPPL-017.DOC (00)

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

Under the New Jersey Transportation Trust Fund Authority Act and Local Bridge Bond Act

(Department Of Transportation Use Only)

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

Certification of Funds \_\_\_\_\_ (Date) By \_\_\_\_\_ Director, Division of Accounting and Auditing

Name of Sponsor: Willingboro Township

Mailing Address: One Salem Road  
Willingboro, NJ 08046

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

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

Sponsor Priority No. 1 (Prioritized by Program)

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid under the New Jersey Transportation Trust Fund Authority Act, the Bridge Bond Act, or a combined allotment for the improvement of

Willingboro Township Center  
(Project Name)

From: Willingboro Town Center Parking Garage (40,000 S.F. Building)

To: \_\_\_\_\_

in the Municipality of Willingboro Township County of Burlington

State of New Jersey for a distance of N/A miles (or such portion thereof as may be approved by the Commissioner of Transportation).  
The total cost estimate for this improvement is \$4,188,600.00. The Sponsor requests \$4,188,600.00 in State funds and anticipates contributing \$ 0.00; AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

- Resurfacing
- Roadway Reconstruction
- Surface Treatment
- Traffic Signal Installation
- Intersection Improvement
- Culvert (Less than 20 foot span)
- Bridge (20 foot span or greater)
- Safety Improvement
- Other (describe below)  
Town Center Parking Garage

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

- a. It shall arrange for financing of the total cost of the project provided for in this Agreement.
- b. It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- c. In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a revised Resolution, Application, and Agreement for Department approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- d. The Sponsor must notify the Department of its decision of this Agreement within sixty (60) days of its receipt of notification of the amount allotted by the Department.
- e. Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- f. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding as defined and enumerated in Office of Management & Budget's Circular 89-19.
- g. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
  1. Preparation of contract drawings and supplementary specifications.
  2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
  3. Construction of the above referenced improvement.
  4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual On Uniform Traffic Control Devices" published by Federal Highway Administration.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Government Services and Economic Development:
  1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
  2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Government Services and Economic Development.
  1. Two (2) copies of the summary of construction bids.
  2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. It shall award a construction contract for the project within twelve (12) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may grant an extension of this twelve (12) month period after

**TOWN CENTER PARKING GARAGE**  
**Willingboro Township**  
**LAWB File No. 2000-39-15-15B**

10/18/00

**COST ESTIMATE**

**A. Construction Cost**

<b>Item</b>	<b>Description</b>	<b>Item Cost</b>
1	General Conditions	\$591,480.00
2	Site Work	\$24,840.00
3	Concrete	\$271,080.00
4	Precast Concrete	\$1,866,960.00
5	Masonry	\$93,960.00
6	Metals	\$29,880.00
7	Moisture Protection	\$163,080.00
8	Doors, Windows & Glass	\$83,520.00
9	Finishes	\$7,920.00
10	Specialities	\$11,520.00
11	Equipment	\$46,440.00
12	Elevators	\$86,400.00
13	Mechanical	\$128,880.00
14	Electrical	\$194,040.00
<b>TOTAL:</b>		<b>\$3,600,000.00</b>

**B. Design Engineering**

Department of Transportation Participation (%)

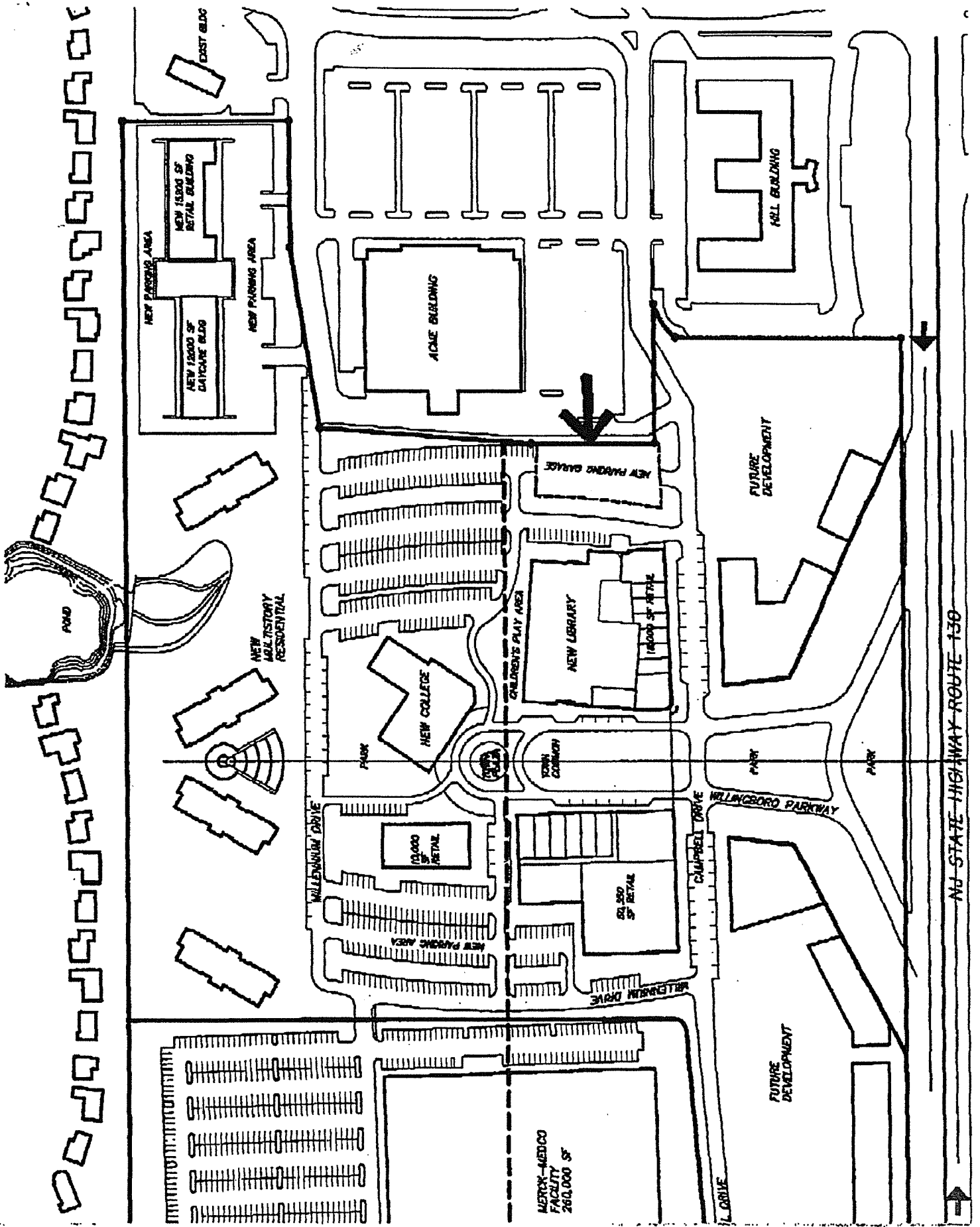
$$S = A + B[(C - D) / E] = 6 + 1[5,000,000 - 3,600,000] / 3,999,999 = 6.35\%$$

$$\text{DOT Participation in Design Engineering} = 3,600,000 \times 0.0635 = \$228,600.00$$

**C. Construction Inspection**

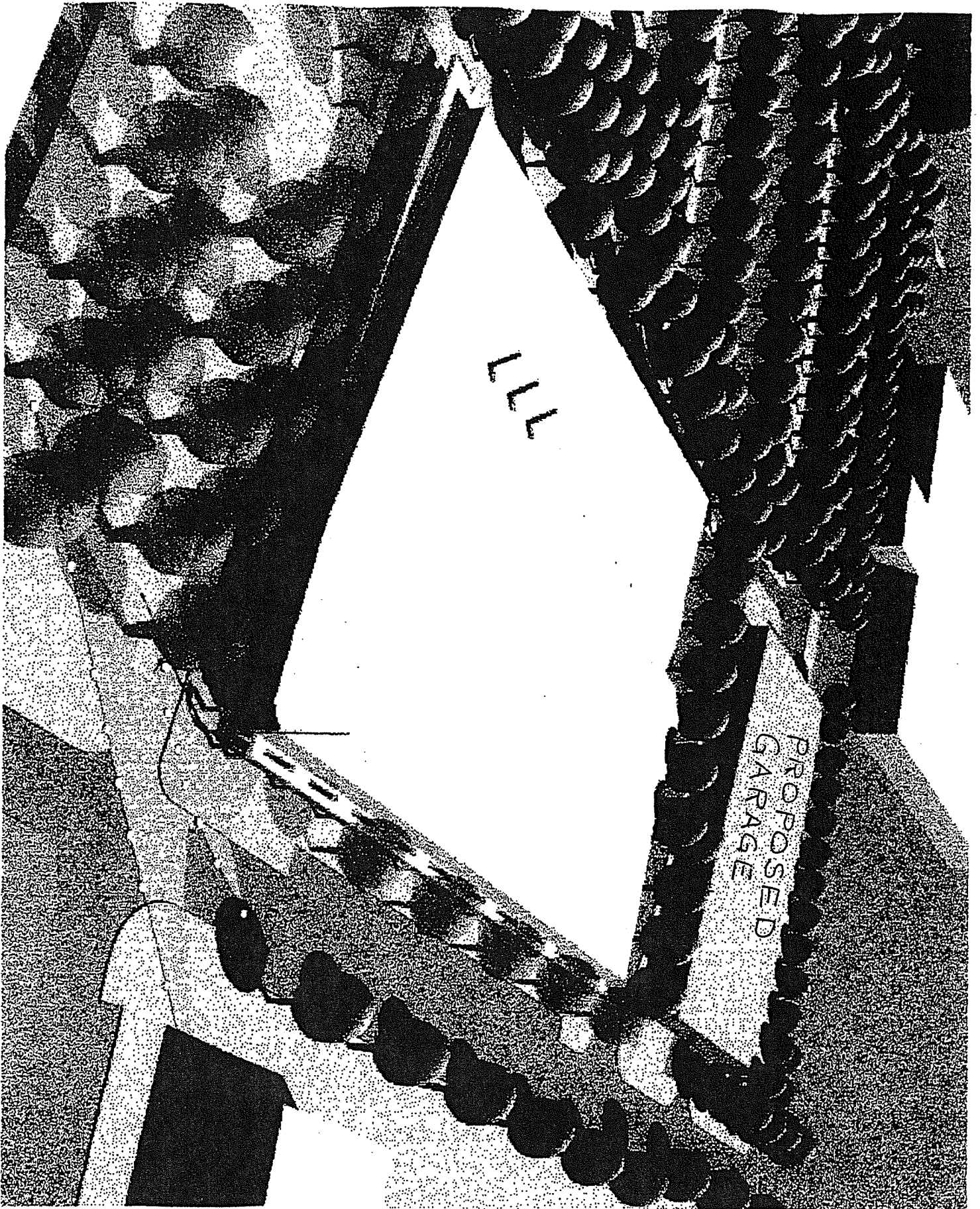
$$10\% \text{ of Construction Cost} = 0.01 \times 3,600,000 = \$360,000$$

$$\text{Total Estimated Cost (A+B+C)} = \$4,188,600.00$$



Parking 10/17/00 Garage Study - Plan

SK-1



Parking Garage Study 01

10/17/00

RESOLUTION NO. 2000 – 134

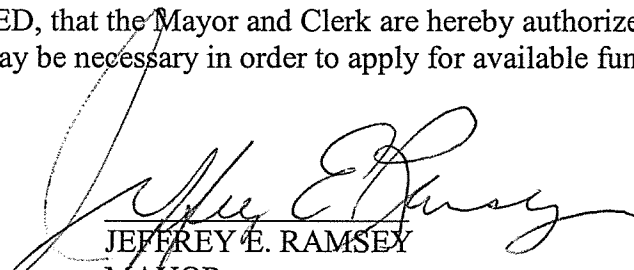
A RESOLUTION AUTHORIZING THE APPLICATION  
FOR STATE AID FROM NJDEP – NEW JERSEY  
DIVISION OF PARKS AND FORESTRY.

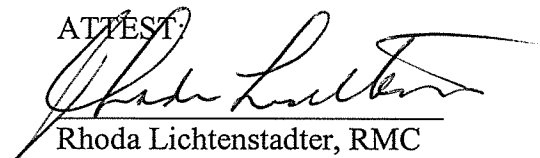
WHEREAS, the New Jersey Forest Service, has advised that funds are available to support and encourage the development of Community Forestry Programs that will raise awareness of the benefits of trees and tree cover in the Town Center in Willingboro Township; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 17<sup>th</sup> day of October, 2000, that application be made to the NJDEP – Division of Parks and Forestry under the 2001 Tree Planting Grant Program and any other funds available; and

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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

The 2000 operating budget of the Township does not have adequate funding for these bills. However, the Finance Department has identified a 1997 capital account that has approximately \$32,000 available for park and recreation improvements. These funds were originally scheduled to pay for air conditioning units for the cafeteria at Kennedy when the Township was leasing the property from the Board of Education. This project was included in the overall improvement project for Kennedy. Council can authorize the payment of the outstanding bills by resolution from account 04-0297-B12 with the understanding that the capital account will be reimbursed by Trust Other - Veterans Memorial account.

Since Council authorized this project with the understanding that Township funds would not be used, Council will need to determine under what conditions funds should be authorized.



RESOLUTION NO. 2000 -144

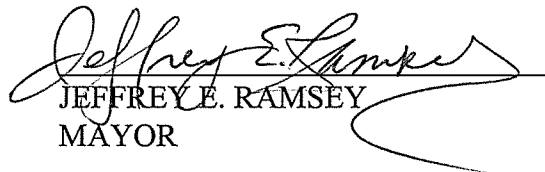
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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

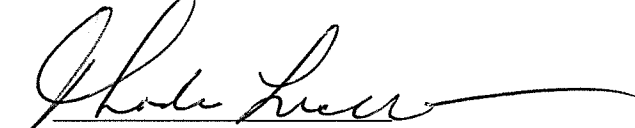
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

JANET MONTFORD \$902.50  
9 GREENTREE DRIVE  
BURLINGTON, NJ 08016  
BLOCK 830  
LOT 2  
28 EASTERN LANE  
OVERPAYMENT TAXES

KIM M. SAMPSON 774.06  
22 PRINCETON LANE  
BLOCK 314  
LOT 6  
22 PRINCETON LANE  
OVERPAYMENT TAXES

PNC MORTGAGE 1003.52  
PO BOX 37520  
LOUISVILLE, KY 40233-7520  
BLOCK 816  
LOT 18  
8 ENDERLY LANE  
100% EXEMPT

RESOLUTION NO. 2000 – 145

A RESOLUTION AWARDING A BID FOR A TRUCK/  
DUMP BODY/SNOW PLOW TO FREEDOM INTERNATIONAL  
IN THE AMOUNT OF \$79,994.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a truck/dump body/snow plow; and

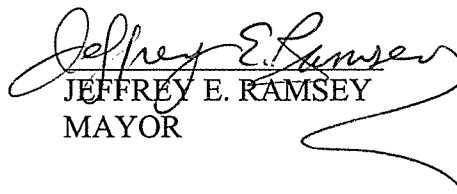
WHEREAS, bids have been received, opened and read in public; and

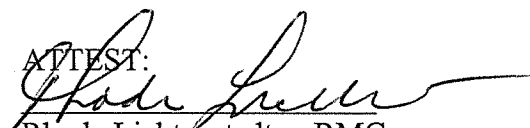
WHEREAS, it appears to be in the best interest of the Township to accept the bid of FREEDOM INTERNATIONAL TRUCKS, INC., State Road, Philadelphia, Pa., in the amount of \$79,994; and

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 5<sup>th</sup> day of Decemeber, 2000, that the bid be accepted as per the attached recommendations of Public Works Director, Harry McFarland.

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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

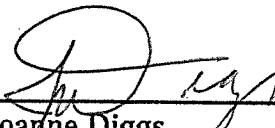
CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Freedom International Trucks  
Dump Truck

The money necessary to fund said contract is in the amount of \$ 79,994. and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 0A-0168.B. These funds are not being certified as being available for more than one pending contract.

04-215-55-910-901

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

cc: Township Solicitor  
Township Auditor

**Township of Willingboro**  
**Department of Recreation/Public Works**  
**Interoffice Memorandum**

November 28, 2000

**TO:** DENISE ROSE, ACTING TOWNSHIP MANAGER *OK Denise*  
**FROM:** HARRY W. McFARLAND, SUPERINTENDENT  
**SUBJECT:** DUMP TRUCK BID AWARD

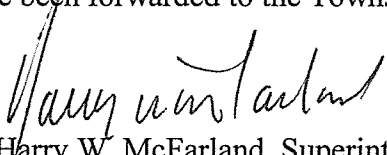
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I recommend the Township accept the bid of \$79,994 from Freedom International Trucks, Inc. for the purchase of a Dump Truck.

The bid figure is consistent with our estimate, and is included in the 2000 Capital Budget.

This is a large dump truck and will carry the salt spreader and plow when the situation exists. At other times, it will be part of the working fleet. It is a heavy-duty unit, and will give many years of service.

The Specifications and bid sheets have been forwarded to the Township Clerk.

  
Harry W. McFarland, Superintendent  
Public Works/Recreation Department

HWM/cm

Opened by Edith Baldwin and Mr. Harry McFarland on Tuesday, November 21, 2000 @ 10:30 a.m. in the Court Conference Room. Present were Mr. Zimmerman, P.W. Dept. Representatives from Freedom International Trucks Inc., & H.A. DeHart & Son.

# BID SHEET DUMP TRUCK

Freedom Int'l. Trucks

Bid price for total unit contained in specifications: \$ 79,994.00

Seventy Nine Thousand Nine Hundred and Ninety Four Dollars

DELIVERY TIME: NOTE: 15 DAY DELIVERY DOES NOT APPLY

**Bid Requirements:**

- |  |                              |
|--|------------------------------|
| 1. Bid Guarantee   | <u>          X          </u> |
| 2. Certificate of Consent of Surety                                      | <u>          X          </u> |
| 3. Disclosure Statement  | <u>          X          </u> |
| 4. Non-Collusion Certification   | <u>          X          </u> |
| 5. Affirmative Action  | <u>          X          </u> |
| 6. Any other documents (Certificate of<br>(Employee Information Report)) | <u>          X          </u> |

To Mr. McFarland for review and recommendations.

cc: Mayor, Council & Act'g. Twp. Mgr.  
/eb

RESOLUTION NO. 2000 – 146

A RESOLUTION AUTHORIZING THE TOWNSHIP  
OF WILLINGBORO TO EXECUTE AN AGREEMENT  
WITH PUBLIC UTILITY SERVICES, INC. (PSI).

WHEREAS, there exists a need for services to analyze costs incurred by the Township of Willingboro with regard to utility costs; and

WHEREAS, Public Utility Services, Inc. (PSI) proposes to determine whether the municipality is entitled to refunds for past utility usage and whether future utility usage charges can be reduced; and


WHEREAS, no funds will be required to be expended by the Township and a contract is proposed with PSI, whereby PSI will be entitled to a percentage share of refunds and savings to the Township for utility usage under the terms and provisions contained in the attached contract; and

WHEREAS, Local Public Contract Law N.J.S.A. 40A:11-1 et seq requires that the resolution authorizing the award of contracts for “Extraordinary Unspecified Services”, without competitive bids and the contract itself must be made available for public inspection; and


WHEREAS, this contract is awarded without competitive bidding as an “Extraordinary Unspecified Service” pursuant to the provisions of Local Public Contract Law N.J.S.A 40A:11-5(1)(a) because the work to be performed requires specialized training and involves the specialized assessment of the Township’s utility consumption patterns.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2000, that the Mayor and Clerk are hereby authorized to execute the attached agreement with Public Utility Services, Inc.; and

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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**PUBLIC UTILITY SERVICES INC.  
UTILITY USAGE / COST CONTROL AGREEMENT**

This Utility Usage/Cost Control Agreement (hereinafter referred to as the "Agreement") entered into this 5 day of Dec, 2000, by and between Public Utility Services Inc., a New Jersey corporation, with offices located at 89D Theatre Gardens, Freehold, NJ 07726, (hereinafter referred to as "PSI") and the Township of Willingboro, with offices located at One Salem Road, Willingboro, NJ 08046 (hereinafter referred to as the "Client").

**WHEREAS**, the Client has determined that it may be entitled to refunds for prior utility usage and may be able to reduce future utility costs by engaging the services of PSI and that it is in the Client's best interests to engage the professional services of PSI to analyze its prior and present utility usage and cost charges incurred for gas, electricity, water & wastewater, and such other services as Client and PSI mutually agree should be analyzed.

**WHEREAS**, PSI has unique experience as a consultant in the field of utility usage/cost control and has developed its own usage and cost control program designed to eliminate waste and control usage at the point of consumption at the lowest available cost without affecting the operation, comfort or convenience of personnel and without expense to the Client; and

**WHEREAS**, the Client desires to engage the services of PSI and PSI desires to render its services all in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the promises and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. **Services** - The Client hereby engages to perform the following services:
  - (a) Audit and analyze the Client's utility bills from all utility suppliers and for all Client facilities for the 60-month period immediately preceding the date of this Agreement (hereinafter referred to as "Prior Utility Charges") in order to determine if there exists overcharges or other errors in any utility bill during said time period and to establish a usage/cost base for Client's facility(ies).
  - (b) Conduct facility(ies) surveys to identify nature and extent of usage, hours of operation and potential utility cost reductions.
  - (c) Audit and analyze Client's current utility charges during the term of this Agreement for utility end-usage at all Client facilities (hereinafter referred to as "Current Utility Charges") in order to attempt to reduce unnecessary expenditures.



- (d) Coordinate and negotiate for the Client with the supplying utility so as to secure any credits and/or refunds due Client from the supplying utility as a result of PSI's audits/analyses and on-site surveys.
  - (e) Develop and implement such reporting forms as in PSI's judgment are required to monitor the Client's utility usage in order to ensure conformance with PSI's savings methods and techniques and thereby maximize the savings to the Client.
  - (f) Submit monthly, combined activity status reports/invoices to the Client identifying the utility cost savings by facility (account number).
  - (g) Coordinate and implement any utility cost and usage savings recommendations.
2. **Best Efforts** - PSI agrees to use its reasonable best efforts in the performance of its duties under this Agreement; provided, however, that PSI shall not be required to spend any specified amount of time in performing its duties hereunder nor shall PSI be precluded from entering into similar utility cost control agreements.
3. **Payment** - In payment for the services to be rendered by PSI, the Client agrees to pay PSI as follows:
- (a) The Client shall pay PSI with respect to PSI's audit and analysis of Prior Utility Charges, a fee equal to 50% of any and all refunds and/or credits received from the supplying utility company as a result of PSI's services hereunder. This fee shall be due and payable to PSI within thirty (30) days of receipt of invoice.
  - (b) The Client shall pay to PSI with respect to utility cost savings for Current Utility Charges, a fee equal to 50% of all savings realized by the Client as a result of PSI's services. For purposes hereof, the term "savings" shall mean the amount paid by the Client for Current Utility Charges prior to PSI's engagement less the amount paid for Current Utility Charges as a result of PSI's efforts. This fee shall be payable for a period of 60 months and shall be due on the first day of each month with respect to savings realized during the immediate preceding month. For purposes hereof, a "month" shall mean a calendar month or part thereof.
  - (c) If this Agreement terminates before the 60 months has expired on each current utility charge account the shared savings fee shall be paid in full for the 60 months at the end of the term of this Agreement.

- (d) If during the period of this Agreement any refund, credit or future rate reductions or changes in service classification which are the direct result of or brought about through PSI's efforts with the supplying utility and/or Board of Public Utilities to implement same, the Client shall pay PSI as though these are cost savings as in (a) and (b) above.

Any changes resulting in savings initiated during the term hereof, but completed after the end of the term shall be construed as falling within the term as defined in paragraph 4.

- (e) Client's obligation to pay PSI as hereinabove set forth shall survive the termination of this Agreement.

4. **Term** - This Agreement shall commence as of the date entered in the opening paragraph hereof and shall terminate five (5) years from this commencement date.
5. **Proper Authorization** - The Client represents to PSI that the execution of this Agreement and the engagement of PSI contemplated herein has been duly authorized as an "extraordinary unspecifiable service" as defined in N.J.S.A. 40-A:11-1, *et seq.* and that the Client has complied with all the requirements of the Local Public Contract Law of the State of New Jersey. Annexed hereto as Schedule A is a copy of the Resolution adopted by the Client.
6. **No Guarantee** - PSI makes no representation nor does it guarantee that the performance of its services under this Agreement will result in any refunds and/or credits or utility cost savings to the Client.
7. **Termination** - PSI may terminate this Agreement if within six (6) months it determines, in its sole discretion, that the savings to be realized with respect to Prior Utility Charges and/or Current Utility Charges will be so minimal (defined herein to mean savings of less than \$10,000) as to make it imprudent to continue to provide the services contemplated herein.
8. **Assignment** - PSI may assign and delegate this Agreement and its duties hereunder to any other entity, provided that James F. Kelleher, President of PSI, is and remains a principal of such entity.
9. **Notices** - Any notices, requests, demands, and other communications to be made hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail, return receipt requested, to the parties at their address hereinabove set forth or to such other address as either party shall subsequently furnish to the other in like manner.

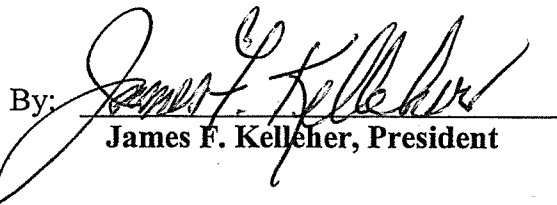
10. **No Agency** - The relationship of the parties is that of independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or an employee/employer relationship between the parties.
11. **Entire Agreement, No Waiver** - The within Agreement constitutes the entire Agreement of the parties and may not be changed or modified, except in writing, signed by the party to be charged. Waiver of any breach of the within Agreement by either party shall in no event constitute a waiver of any future breach whether similar or dissimilar in nature.
12. **Binding Effect** - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
13. **Governing Law** - The validity, interpretation and legal effect of the within Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
14. **Program Coordinator** - The Client agrees to appoint a coordinator of the program and as such will act as liaison between the Client and PSI. The Program Coordinator shall have responsibility for, but not be limited to, providing information, reviewing savings, accepting savings and approving payments. PSI shall be entitled to rely and act upon approvals or directions given by the Client's program coordinator.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

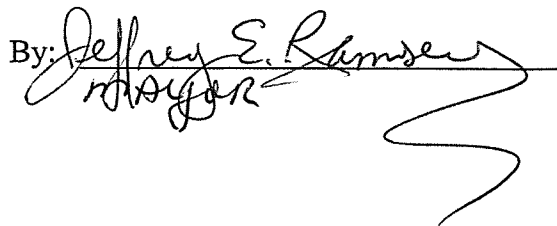
PUBLIC UTILITY SERVICES, INC.:

By: 

By:   
James F. Kelleher, President

CLIENT:

By: 

By:   
Jeffrey E. Ramsey  
Mayor

**Public Utility Services, Inc.**  
Developer of utility cost control programs

Phone: (856) 424-4424

### Authorization to Utility Company

To: Public Service Electric + Gas  
Utility Company

This is to advise you that Public Utility Services, Inc. has been authorized to audit and analyze utility usage and costs to determine if there exists overcharges or other errors in utility bills and if so, to secure adjustments, rate changes, credits and refunds. As of this date, all contracts regarding our utility usage and costs of all accounts billed by you are to be directed to Public Utility Services, Inc., Attn: James F. Kelleher.

Please make checks or credits payable to:

Willingboro Township  
(Municipality)  
c/o Public Utility Services, Inc.  
89D Theatre Gardens  
Freehold, New Jersey 07726

And forward them directly to Public Utility Services, Inc. at the above address.

Please supply Public Utility Services, Inc. with any information they may require.

Thank You.

Jeffrey E. Ramsey  
Authorized Signature

12/5/2000  
Date

MAYOR  
Title

609-877-2200  
Telephone



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD**

**WILLINGBORO, NEW JERSEY 08046**

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

**[www.willingboro.org](http://www.willingboro.org)**

**COUNCIL MEMBERS**

*James E. Ayrer*  
*Eddie Campbell, Jr.*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

**TOWNSHIP MANAGER**  
*Norton N. Bonaparte, Jr.*

December 12, 2000

Mr. James F. Kelleher, President  
Public Utilities Services, Inc.  
89D Theatre Gardens  
Freehold, New Jersey 07726

Dear Mr. Kelleher:

Enclosed please find Resolution No. 2000 – 146 adopted by Willingboro Township Council at their meeting of December 5, 2000 along with a signed copy of the Utility Usage/cost control Agreement and the Authorization to Utility Company,

Please return to us one fully executed copy of the Agreement at your earliest convenience.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

RI

Encs.

**RESOLUTION NO. 2000 - 147**

**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; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2000, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC

Township Clerk

# WILLINGBORO TOWNSHIP

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

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TO: DENISE M. ROSE  
ACTING, TOWNSHIP MANAGER

RHODA LICHTENSTADTER  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS

DATE: NOVEMBER 30, 2000

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

---

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties, in the amount of \$4,085.03 for the time period of October 31, 2000 through November 30, 2000.

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

**Property Maintenance:** 9 Properties

<b><u>ADDRESS</u></b>	<b><u>BLOCK &amp; LOT</u></b>	<b><u>WORK DONE</u></b>	<b><u>AMOUNT</u></b>
47 Midfield Ln..	527 - 23	Repaired facial & gutter Cut grass remove dippings	\$ 217.20
Field on Sydney Ln.	1 - 4	Cut grass & weeds in field	\$ 602.40
51 Milstone Ln.	509 - 20	Cut grass remove dippings double cut removed logs/ branches. Framed, boarded and painted 8x12 ft. area	\$ 877.63
74 Niagara Ln.	1023 - 45	Cut grass remove dippings	\$ 140.00
32 Niagara Ln.	1023 - 33	Cut grass remove dippings	\$ 140.00

38 Belmont Ln.	241 - 13	Trimmed back shrubbery/branches Cut grass remove dippings double cut, removed 11 yds of bike parts tire rims	\$ 542.40
11 Belmont Ln.	243 - 49	Cut grass remove dippings double cut, remove 6 yds debris chairs, branches	\$ 278.40
21 Huntington Ln.	606 - 22	Cut grass remove dippings double cut, remove 9 yds debris chairs, branches trash receptacles	\$ 375.60
<b>"Calin Construction"</b>		<b>Total</b>	<b>\$3,173.63</b>
34 Buttonbush Ln.	224 - 9	Emergency board-up	\$ 911.40
<b>"Stokleys, Inc."</b>		<b>GRAND TOTAL</b>	<b>\$4,085.03</b>

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.

  
 Leonard Mason  
 Director of Inspections

LM:lam



**RESOLUTION NO. 2000 - 148**

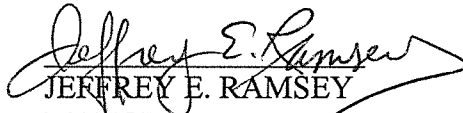
**A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AN DETENTION BASIN  
ACCESS AND MAINTENANCE AGREEMENT**

WHEREAS, the above applicant appeared before the Willingboro Township Planning Board (Church of the Good Shepard); 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 5<sup>th</sup> day of December, 2000, 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.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## Detention BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 5th day of December, 2000 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 **THE CHURCH OF THE GOOD SHEPHERD, UNITED METHODIST CHURCH**, located at **100 Buckingham Drive and Barrington Lane, Willingboro, New Jersey 08046** (the "Owner").

### RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Block 247 Lot 1 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on October 16, 2000 by the adoption of Resolution No. 7, 2000.
- 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 prepared by P. Lazaropoulos, R.A., P.E., P.P. of Notis Professional Services, 1820 Garden Avenue, Cherry Hill N.J. 08003:

Drawing No.		Date	Last Revised
S - 1	Major Site Plan	5/20/00	_____
S - 2	Grading & Drainage Plan	5/20/00	_____
S - 3	Lighting & Landscaping Plan	5/20/00	_____
S - 4	Soil Conservation Plan	5/20/00	_____

Also, Drainage Report dated June 1, 2000 and Environmental Assessment dated March 1, 1996.

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:

**THE CHURCH OF THE GOOD SHEPHERD,  
UNITED METHODIST CHURCH**

Patricia Lane

(SEAL)

By: J. Evans Dadds, S.R.

TOWNSHIP: TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO

Sharon Kuller

Clerk

(SEAL)

By: Jeffrey E. Ramsey, Mayor

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on 6, 2000, Dec 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 Jedrey E Ramsey, the Mayor of Willingboro Township.

© 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.

Josh Linn  
Clerk

Sworn and subscribed before

me on this 6<sup>th</sup> day of

December, 2000.

Edith M. Baldwin

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

State of New Jersey )

) ss.

County of Burlington )

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the subscriber, \_\_\_\_\_ personally appeared \_\_\_\_\_, who, being by me duly sworn on h\_\_\_\_ oath, deposes and makes proof to my satisfaction, that \_\_\_he is the \_\_\_\_\_ Secretary of The Church of the Good Shepherd, United Methodist Church, the Corporation named in the within Instrument; that \_\_\_\_\_ is the \_\_\_\_\_ President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said \_\_\_\_\_ President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed h\_\_\_\_ name thereto as attesting witness.

Sworn to and subscribed before me,  
 the date aforesaid.



**RESOLUTION NUMBER 2000-148**

A RESOLUTION AUTHORIZING THE PAYMENT OF FEES FOR THE PROVISION OF PLANNING SERVICES BY REMINGTON VERNICK ENGINEERS TO THE TOWNSHIP OF WILLINGBORO FOR THE REVIEW OF THE WILLINGBORO TOWN CENTER DEVELOPMENT

**WHEREAS**, there exists a need for planning services to assist the Township of Willingboro in the review of the Willingboro Town Center; and

**WHEREAS**, Remington Vernick Engineers, has been appointed to be the Township Planner, and;

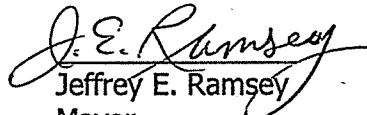
**WHEREAS**, Remington Vernick, has proposed to provide the needed services to the Township; and

**WHEREAS**, Local Public Contract Law NJSA 40A:11-1 et seq requires that the resolution authorizing the award of contracts for "Extraordinary Unspecified Services", without competitive bids; and

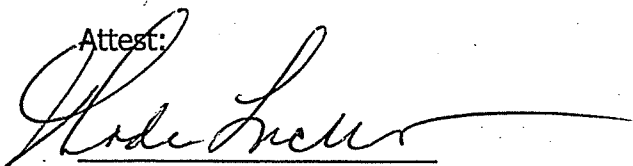
**WHEREAS**, this work is awarded without competitive bidding as an "Extraordinary Unspecified Service" pursuant to the provisions of Local Public Contract Law NJSA 40A:115(1)(a) because work to be performed requires specialized training and knowledge of the Township and its re-development

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this fifth day of December 2000, that payment not to exceed \$5, 520 to Remington and Vernick Engineers for the provision of planning services

**BE IT FURTHER RESOLVED** that copies of this resolution be provided to the Finance Office and Remington Vernick Engineers for their attention

  
Jeffrey E. Ramsey  
Mayor

Attest:



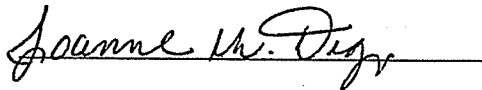
Rhoda Lichtenstadter, RMC  
Township Clerk

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

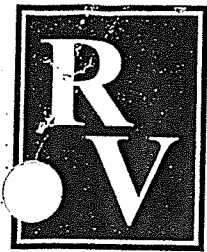
Remington & Vernick – to provide a licensed professional planner  
to attend Town Center Master Plan Meetings

The money necessary to fund said proposal is in the amount not to exceed \$5,520.00 for the calendar year 2001. Following approval of the said proposal, the funds shall be charged to the following line item appropriation of account number Capital - Town Center. 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

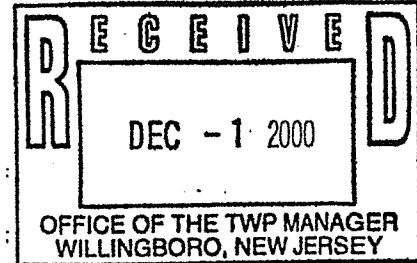


# REMINGTON & VERNICK ENGINEERS

ITEM ONE

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

November 30, 2000



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

Re: **Proposal for Services  
Attendance at Town Center  
Master Plan Meetings  
Proposal #MH2000-145**

Dear Denise:

At your request, we are proposing to provide a licensed professional planner to attend your monthly Willingboro Town Center Master Plan meetings.

The scope of services will be to provide professional planning assistance on behalf of the Township at these meetings. It is understood that the meetings are approximately four (4) hours in length and occur once a month.

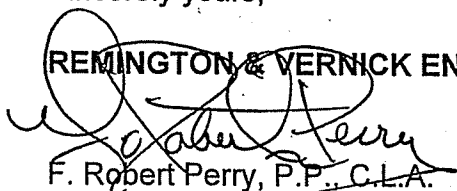
Based on this criterion, we propose to offer this professional service on a time and material basis not to exceed \$5,520.00 for the calendar year 2001. Any additional work outside this scope, and authorized by your office, will be on a time and material basis.

We will begin to attend these monthly meetings upon written authorization from your office.

If you should have any questions, please contact my office.

Sincerely yours,

REMINGTON & VERNICK ENGINEERS, INC.

  
F. Robert Perry, P.P., C.L.A.

Department Head, Planning & Recreation

FRP/mcb

cc: K. Wendell Bibbs, P.E., C.M.E., Lisa Nelson



RESOLUTION NO. 2000 – 150

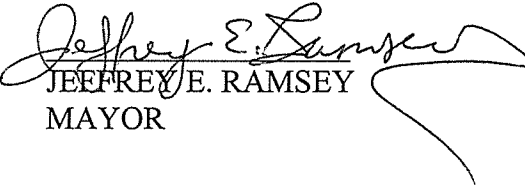
A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AGREEMENT WITH  
AFSCME.

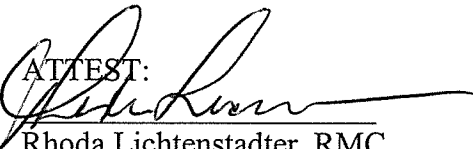
WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827 and the Township of Willingboro Have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19<sup>th</sup> day of December, 2000, that:

- A. The attached collective negotiation agreement is approved, covering The period January 1, 2001 through December 31, 2003.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, Local 3827.
- C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their information and attention.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

# Township of Willingboro

## *Confidential Memorandum*

To: The Honorable Township Council  
From: Township Negotiating Team  
Date: December 14, 2000  
Re: Proposed changes in the Agreement with AFSCME.

I have enclosed the proposed agreement between the Township and AFSCME for 2001 through 2003. The document has been submitted to the Township Solicitor for review.

The following summarizes the articles of agreement and the proposed changes that were discussed with Council at its November 21, 2000 meeting:

**Article 1 General Purpose - no change**

**Article 2 – Non-discrimination - no change**

**Article 3 Recognition of bargaining unit – amend to include**

**New titles –**

**Training Officer**

**Program Coordinator**

**Fire Prevention Specialist**

**Senior Tax Clerk**

**Principal Tax Clerk**

**Senior Account Clerk**

**Delete – Social Worker**

**Article 4 – Management rights – no change**

**Article 5 – Grievance procedure – no change**

**Article 6 – Disciplinary Proceedings – no change**

**Article 7 – Employee Rights and Responsibilities – no change**

**Article 8 – Seniority – no change**

**Article 9 – Job Posting – no change**

**Article 10 Salary - change - see pages 10 through 12 of the agreement for details of increase**

10.3 It is understood and agreed that the lettered positions in the salary schedules represent annual increments. It is understood that if a member is promoted to a higher position he or she shall receive a base salary that is at least two increments greater than his or her previous base salary.

**Article 11 – Holidays – no change**

**Article 12 – Vacation Leave – no change**

**Article 13 Sick Leave – no change**

**Article 14 – Sick Leave Incentive – change**

Any employee, who shall use less than four (4) days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either

a. a cash payment in the amount of three-days pay not to exceed \$500.00 dollars. It shall be payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or

b. an additional three personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year.

If the employee elects to receive the days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. In addition, not more than one [1] employee in each department (or division) shall utilize a personal day on any single shift.

**Article 15- Worker's Compensation Supplemental Pay – no change**

**Article 16- Accumulated sick leave – change**

16.1 For members employed by the Township whose accumulated sick leave has a value of more than \$10,000 as of April 1, 1993:

payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

If such a members shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to ten thousand (\$10,000) dollars or less, then the maximum paid shall not exceed ten thousand (\$10,000) dollars as provided herein.

16.2 For members employed by the Township whose accumulated sick leave has a value of less than \$10,000 as of April 1, 1993:

payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed ten thousand (\$10,000) dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

**Article 17 – Military Leave – no change**

**Article 18 – Jury Duty - no change**

**Article 19 – Leave of Absence for Death in the Family – no change**

**Article 20 – Uniforms – change**

20.3 The Township shall provide full-time animal control officers with five uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms issued by the Township. It shall be the responsibility of the officers to provide reasonable and ordinary care of the uniform. The Township shall provide Full-time Officers with a sixty (\$60) dollar per month allowance for expenses incurred cleaning and maintaining uniforms. payment shall be made annually. The payment shall be pro-rated for part-time officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent one-week.

**Article 21 Longevity payments – no change**

**Article 22 – Compensatory Time – no change**

**Article 23 Hours of work and Overtime Pay – no change**

**Article 24 – Training Programs – no change.**

**Article 25 – Replacement of Lost or Damaged Personal Property – no changes**

**Article 26 – Insurance – changes**

Section 26.4 A member who retires from the Township department after completing 25 years of full-time service with the Township of Willingboro and who is at least 55 years of age shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed \$2,500. Such members may continue their coverage through the township's health benefit plan. A member may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to exceed \$2,500 annually. If a member drops his or her township coverage he or she may not return at any time to the township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

**Article 27 – Insurance buy-back – no change**

**Article 28 - Union Visitation and Business – no change**

**Article 29 – Notification to the Union of Proposed – no change**

**Article 30 – Payroll deduction for Union dues – no change**

**Article 31 – Full understanding and Past Practices – no changes**

**Article 32 – Term of Agreement - change**

This Agreement shall be in full force and effect, **JANUARY 1, 2001** **THROUGH DECEMBER 31, 2003** and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2003**, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.



**RESOLUTION NO. 151**

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

WHEREAS, there are other 2000 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.

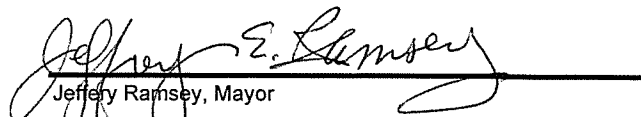
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of Dec.2000 that the following transfe be made:

<b>FROM:</b>			<b>Explanation</b>	
02	Manager	SW	15,000	
07	Tax Assessor	SW	16,200	
09	Other Insurance	OE	10,000	
10	Legal	OE	29,600	
18	Code Enforcement	SW	37,000	
36	Roads and Streets	SW	25,000	
42	Recycling	SW	10,000	
47	Publicv Assistance	SW	2,350	
47	Public Assistance	OE	7,000	
50	Recreation	SW	27,465	
61	PERS & PFRS	OE	103,000	
70	Police	SW	40,100	
	Public Bldg and Grounds	SW	6,660	
	Snow Removal	SW	2,490	
	Tax Collection	SW	1,550	
	Construction Office	SW	3,150	
	Uniform Fire Safety	SW	9,800	
	Total From		346,365	
<b>TO:</b>				
01	Council	SW	7,500	Raises not covered in budget.
01	Council	OE	4,400	Expenditures Exceeded Budget
03	Clerk	SW	1,720	Expenditures Exceeded Budget
04	Telephone	OE	11,500	Telephone and postage over.
	Postage	OE	3,500	
08	Insurance Buyback	SW	4,100	Expenditures Exceeded Budget
09	Health Insurance	OE	50,100	Mid-year incese in rates.
11	Court	SW	3,100	Expenditures Exceeded Budget
16	Housing Inspection	OE	3,600	Expenditures Exceeded Budget
18	Code Enforce. Inspections	OE	5,000	Expenditures Exceeded Budget
21	Fire Department	SW	2,600	Expenditures Exceeded Budget
35	Public Works Adm.	Sw	80	Expenditures Exceeded Budget
37	Snow Removal	OE	7,500	Expenditures Exceeded Budget
39	Street Lighting	OE	10,500	Expenditures Exceeded Budget
40	Landfill Cost	OE	85,000	Rates increased \$2.50 per ton.
50	Recreation	OE	30,000	Expenditures Exceeded Budget
63	Social Security	OE	33,000	
7x	Police	OE	11,319	
7x	Animal Control	SW	24,000	
	Township Attorney	SW	416	Expenditures Exceeded Budget
	Gasoline, Diesel& Oil	OE	37,280	Expenditures Exceeded Budget
	Road and Strees	OE	10,150	Expenditures Exceeded Budget
	Total To:		346,365	

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

ATTEST.

  
Rhoda Lichtenstadter, Twp. Clerk

  
Jeffrey Ramsey, Mayor

RESOLUTION NO. 2000 – 152

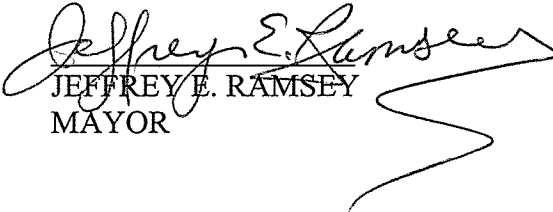
AUTHORIZING MAYOR AND CLERK TO SIGN A FIRST  
AMENDMENT TO INTERLOCAL SERVICE AGREEMENT  
WITH COUNTY FOR SNOW REMOVAL

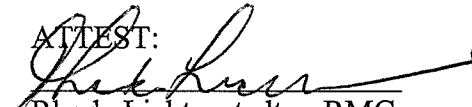
WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders have entered into an Inter Local Services Agreement with a first amendment for the removal of snow, sanding and salting on County roads; and

WHEREAS, the parties have agreed to the first amendment as per the attached agreement,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19<sup>th</sup> day of December, 2000, that the Mayor and Clerk are hereby authorized to sign the attached first amendment Inter local services agreement.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, Finance Office, Public Works for their Information and attention.

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

December 20, 2000

Frederick F. Galdo  
County Administrator  
Board of Chosen Freeholders  
County Office Building  
Rancocas Road  
Mt. Holly, New Jersey 08060

Dear Sir:

Enclosed please find a copy of Res. No. 2000 – 152 adopted by Willingboro Township Council at their meeting of December 19, 2000, along with a signed copy of the First-Amendment Inter local Service Agreement for snow removal, sanding and salting, services.

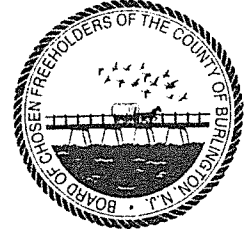
Please return one fully executed copy to me for the Township records.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
RI  
Enc: Inter Local Service Agreement.

Board of Chosen Freeholders  
County of Burlington  
New Jersey



Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mt. Holly, New Jersey 08060 - 6000

January 3, 2001

EVAN H. C. CROOK  
County Solicitor  
Phone: (609) 265-5289  
FAX: (609) 265-5933

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

RE: INTER-LOCAL SERVICE AGREEMENT FOR SNOW REMOVAL,  
SANDING AND SALTING SERVICES

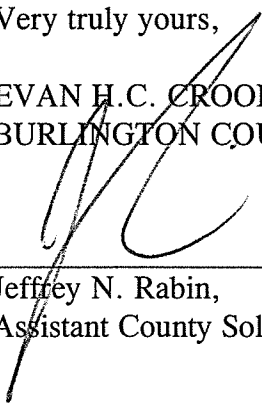
Dear Ms. Lichtenstadter:

I am sending you back the original agreement that has been signed by the County and the Township with a Township attestation page attached for your signature. Also enclosed is another original for your signature and files. Please send an original back to my office in the enclosed envelope. I apologize for the inconvenience.

Very truly yours,

EVAN H.C. CROOK  
BURLINGTON COUNTY SOLICITOR

By:

  
\_\_\_\_\_  
Jeffrey N. Rabin,  
Assistant County Solicitor

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

FIRST AMENDMENT  
INTER-LOCAL SERVICE AGREEMENT  
FOR SNOW REMOVAL, SANDING AND SALTING SERVICES  
BETWEEN  
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON  
AND  
TOWNSHIP OF WILLINGBORO

THIS AGREEMENT, made this 19 day of Dec, 2000 by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, maintaining its principal place of business at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter referred to as "County") and the TOWNSHIP OF Willingboro, a municipal corporation of the State of New Jersey with offices located at Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 hereinafter referred to as ("Township");

WITNESSETH:

WHEREAS, the parties did enter into an Inter-Local Service Agreement dated January 13, 1988 for the removal of snow, sanding and salting on County roads or portions of County roads within the municipality as specified herein; and

WHEREAS, the parties have agreed to amend the Agreement to provide for the following:

1. Paragraph 1 of the Agreement shall be amended so as to delete section (i) thereunder.

2. Paragraph 3 of the Agreement shall be:

COST TO COUNTY: In consideration of the services to be performed by the Municipality the County shall compensate the Municipality as follows:

a. For each snow storm, where plowing is required of four (4) inches in depth or less, \$210.00 and for each additional

four (4) inches or fraction thereof, \$210.00. This also includes necessary salting and sanding.

b. For each snow storm, where no plowing is required, the Municipality shall receive \$75.00 per mile for all necessary sanding and salting.

3. All the applicable terms and conditions of the prior existing above-mentioned Agreement dated January 13, 1988 are herein reaffirmed and incorporated by reference as originally set forth and shall continue in full force and effect.

IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this First Amendment to Agreement to be executed by their proper respective corporate officers, attested to by their duly authorized Clerk/Administrators, and their respective corporate seals to be affixed the day and year first written above.

(SEAL)

Attest:

*Federick Galdo*  
Clerk/Administrator

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

By:

*James W. ...*  
Director

(SEAL)

Attest:

*Rod ...*  
Clerk

TOWNSHIP OF WILLINGBORO

By:

\_\_\_\_\_  
Mayor





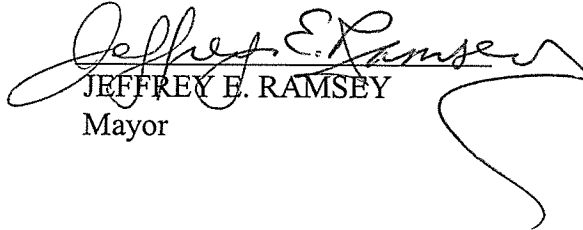


RESOLUTION NO. 2000 - 153

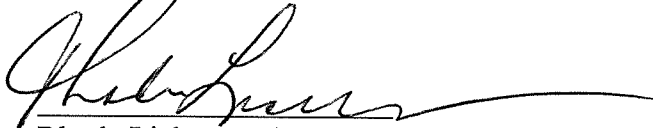
A RESOLUTION FOR APPLICATION FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FOR 2001

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2001, 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 19<sup>th</sup> day of December, 2000, 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.

  
JEFFREY E. RAMSEY  
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

December 7, 2000

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

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

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

HWM/jcc  
Att.

*Need this -  
can we have it  
resolved  
12/19/00 ?*

RECREATION DEPARTMENT  
DEPARTMENT OF PUBLIC WORKS

RESOLUTION NO. 2000 -154

A RESOLUTION AWARDDING PRINTING BID FOR  
2001.

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

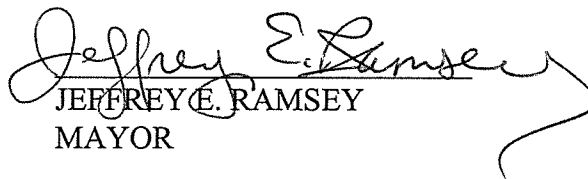
WHEREAS, bids have been received, opened and read in public; and

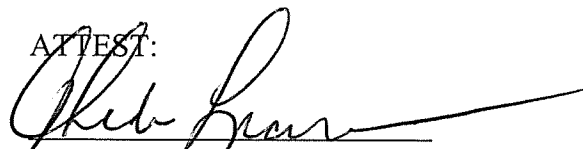
WHEREAS, it appears to be in the best interest of the Township to accept the bids of Advanced Printing, OCS Printing, Good Impressions, Philips Halpern, Graphic Data; and

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 19<sup>th</sup> day of ~~December~~ 2000, that the bid be accepted as per the attached bid return sheet; and

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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

Page 2

Schedule of award of printing bid December 19, 2000

Standard Printing disqualified ( no bid bond)

Advanced Printing

3,7,8,9,10,11,18,19,34,48,53,55,56,67,71,72,73,76,79,80,81,89,95,99,102,104,105,106,108,111,113

OCS Printing

2,4,12,14,21,22,25,29,30,32,33,36,37,38,43,44,45,46,49,51,63,64,68,70,74,77,78,82,83,84,85,87,88,92,97,100,103,107,110,112

Good Impressions

2,5,13,16,17,20,24,28,31,34,35,38,41,47,52,57,58,59,60,61,65,66,69,81,86,90,91,94,98,101,109

Philips-Halpern

1,6,23,26,27,39,40,42,50,54,62,75,93,96,114

Graphic Data

15 (newsletter)

Phillips-Halpern, Inc.  
1509 Rte. 38  
Mt. Holly, New Jersey 08060  
609-261-1024

Good Impressions  
13 East Scott St. P.O. Box 409  
Riverside, New Jersey 08076  
1-856-461-3232  
1-856-461-3290

OCS Printing  
1045 Asbury Ave.  
Ocean City, New Jersey 08226  
398-7290

Advanced Printing  
522 Rt. 9 North  
Manalapan, New Jersey 07726  
1-732-617-8000

Graphic Data LLC  
2 Manhattan Dr.  
Burlington, New Jersey 08016  
609-386-1200

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

Advanced Print, Ocs Print, Good Impressions,  
Philips-Harper, Graphic Data.

The money necessary to fund said contract is in the amount of \$ \_\_\_\_\_ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Pending Apts 2001. These funds are not <sup>Budget</sup> being certified as being available for more than one pending contract.

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

RESOLUTION NO. 2000 - 155

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

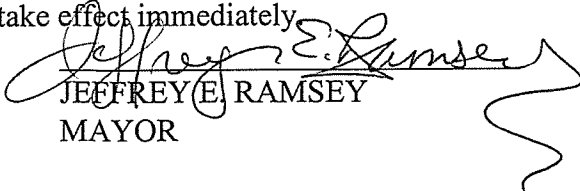
WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 19th day of December, 2000, as follows:

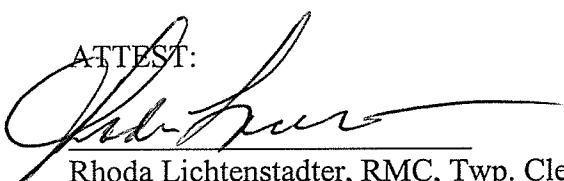
Section 1. The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein,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

  
JEFFREY E. RAMSEY  
MAYOR

ATTEST:

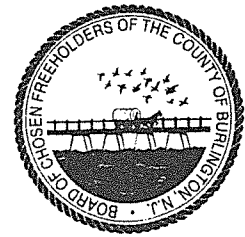
  
Rhoda Lichtenstadter, RMC, Twp. Clerk

Board of Chosen Freeholders  
Of The County of Burlington

P.O. BOX 6000

MOUNT HOLLY, NEW JERSEY

08060-6000

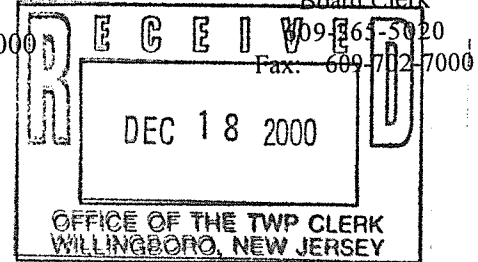


OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

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

Frederick F. Galdo  
County Administrator/  
Board Clerk

December 15, 2000



The Honorable Jeffrey E. Ramsey  
Mayor, Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Re: Renewal: Solid Waste/Recycling Contracts

Dear Mayor Ramsey:

On behalf of the Board of Chosen Freeholders, I am pleased to forward for your review and approval three (3) copies of a solid waste service contract which provides for continuation of recycling and solid waste disposal services following expiration of your current contract at the end of this year.

The contract is unchanged from the previous contract with the exception of the service charge. The service charge for solid waste delivered to the landfill has been increased by three (3%) percent to account for increases in the County's costs to operate the solid waste and recycling programs. Please note that the one state-imposed tax, the Solid Waste Services Tax, increases from \$1.25 to \$1.30 per ton. This will bring the tipping fee at the landfill to \$54.71 per ton for the Year 2001.

In order to provide for continuity of service, we are requesting that all three copies of the contract be executed by the appropriate municipal officials and be returned to us as soon as possible. The Freeholder Director will execute the contracts on behalf of the County and a fully-executed copy of the agreement will be returned to you.

As you know, 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 you and your residents. 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.

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

Sincerely,

JAMES K. WUJCIK  
Freeholder Director

cc: Frederick F. Galdo, County Administrator/Board Clerk  
Evan H. C. Crook, Solicitor  
Mary Pat Robbie, Management Specialist

December 20, 2000

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 15, 2000, enclosed please find a resolution adopted by Willingboro Township Council at their meeting of December 19, 2000.

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, Acting Manager



---

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**MUNICIPAL SOLID WASTE SERVICE CONTRACT**

**by and between**

**COUNTY OF BURLINGTON, NEW JERSEY**

**and**

**WILLINGBORO TOWNSHIP**

**Dated as of 12-19, 2000**

---

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**MUNICIPAL SOLID WASTE SERVICE CONTRACT**  
by and between  
**COUNTY OF BURLINGTON, NEW JERSEY**  
and  
**WILLINGBORO TOWNSHIP**

Dated as of \_\_\_\_\_, 2000

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**MUNICIPAL SOLID WASTE SERVICE CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 2000 (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:

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: Gina Wheatley

Name: Gina Wheatley

Title: Administrative Clerk

By: James H. Wynn  
Freeholder Director

[SEAL]

**WILLINGBORO TOWNSHIP**

**ATTEST:**

By: Rhoda Lichtenmatter

Name: Rhoda Lichtenmatter

Title: Township Clerk

By: Jeffrey E. Ramsey

Name: Jeffrey E. Ramsey

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, crew quarters, campgrounds, picnic grounds, and day use recreation areas, that has reactive, combustible, corrosive, or toxic characteristics or hazardous constituents as determined pursuant to DEP law or regulation.

Landfill - means the sanitary landfill located at the Burlington County Resource Recovery Complex.

Landfill Waste - means mixed loads of acceptable solid waste that is delivered to the Resource Recovery Complex for landfill disposal.

Public Entity - means municipalities, counties, the federal government and its departments and agencies and the State government and its departments and agencies.

Recyclable Materials - means those materials which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products, as defined in the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.

Small Quantity Generator Hazardous Waste - means hazardous waste that is generated by a conditionally exempt small quantity generator as defined at 40 CFR 261.5 (a), (e), and (g)2.

Solid Waste - means garbage, refuse and other discarded materials, as defined in N.J.S.A. 13:1E-1, et seq., and N.J.S.A. 48:13A-1, et seq.

Unacceptable Waste Costs - means the costs incurred by the County as a result of the removal, processing, and/or disposal of Unacceptable Waste.

### 3.0 HOURS OF OPERATION

3.1 The Complex is open for the reception of all permitted types of solid waste from 7:00 a.m. to 5:00 p.m. Monday through Friday, and from 7:00 a.m. to 2:00 p.m. on Saturday.

The Household Hazardous Waste Facility may operate until 8:00 p.m. on weekdays and 5:00 p.m. on Saturday.

The Complex is closed on Sundays and the following legal holidays as observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and

Christmas Day.

- 3.2 The Complex may open at hours other than its regularly 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.

- d. Whenever there is a question regarding the classification of any material (hazardous or nonhazardous), the waste shall not be accepted for disposal until a classification letter is received from DEP that the waste satisfies the definition of one of the acceptable waste types. The County, however, reserves the right to require additional testing or analysis prior to the acceptance of the waste material or to condition its acceptance on the subsequent submission of suitable test data.

- 4.3 A sign shall be posted at the Scale House that clearly indicates the waste types that may be accepted and those that are prohibited from entering the Complex and the penalties for false certification and unauthorized waste delivery.

## **5.0 MANDATORY ACCESS AND EGRESS ROUTES**

- 5.1 The Burlington County Solid Waste Management Plan ("the Plan") establishes mandatory access and egress routes for all vehicles that enter and exit the Complex carrying solid waste, acceptable waste, leachate, cover material, and recycled or recovered materials.
- 5.2 Mandatory Access Route: All truck traffic entering the Complex shall utilize Interstate 295 to Exit 52 (Florence-Columbus interchange), travel east on County Route 656 (Florence-Columbus Road), turn right on County 656 spur (new County connector route between 656 and 543), turn right and travel west on County Route 543 to the entrance to the Complex. Within the Complex, all truck traffic shall utilize the main entrance road and proceed to the Scale House.
- 5.3 Mandatory Egress Route: All traffic exiting the Complex shall follow the reverse of the above cited access route to reach Interstate 295 and then travel to another exit and a secondary route.
- 5.4 Exceptions: The mandatory access and egress routes shall not apply to the following vehicles:
  - a. Pick-up trucks driven by employees to and from the Complex;

- b. Vehicles hauling materials generated within the Townships of Florence, Mansfield, or Springfield;

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 1 (Continued)  
ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
23 - Vegetative Waste	Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residue as plant stalks, hulls, leaves, and tree waste processed through wood chipper, but does not include leaves pursuant to N.J.S.A. 13:1E-99-21.
25 - Animal and Food Processing Wastes	Processing waste materials generated in canneries, slaughterhouses, plucking plants or similar industries and dead animals.

NOTE: Dead animals shall only be accepted if double bagged and with 24 hour advance notice to the Scale House.

27 - Dry Industrial Waste	Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G-1.1 et seq. I.D. 27 sludges shall be dewatered to at least 20% solids.
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Household Hazardous Waste and Small Quantity Generator Hazardous Waste may be accepted at the Household Hazardous Waste Facility pursuant to the procedures set forth in Appendix B.

Friable and non-friable asbestos and asbestos-containing material ("ACM") may be accepted at the Complex in accordance with the procedures set forth in Appendix A, but shall be deemed unacceptable waste if delivered in mixed loads of solid waste.

Limited quantities of designated recyclables may be commingled with other solid waste and accepted for landfill disposal. If designated recyclables are commingled with solid waste and any one designated recyclable makes up at least 5% of the load, they shall be segregated from the load and transferred to the bulky waste areas or other locations designated by the County.



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.

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- c. Vehicles traveling from the Complex to a destination within the Townships of Florence, Mansfield, or Springfield.
- 5.5 Enforcement: In addition to any other remedy authorized by law, any person found violating the access route requirement may be banned or otherwise restricted from entering the Complex.
- 5.6 Emergencies: During emergencies or times when the prescribed ingress and/or egress routes are closed, all vehicles shall comply with the alternative routes set forth below.
- a. In the event that any segment of I-295 other than the segment or any portion of the segment between Interchanges 47 and 55 is closed, all vehicles shall utilize the next available interchange to access I-295.
  - b. In the event of the closure of the northbound lanes of I-295 between Interchange 47 and Interchange 52, vehicles travelling north shall utilize County Route 541 to Route 130 North via the Burlington By-Pass to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
  - c. In the event of the closure of the southbound lanes of I-295 between Interchange 55 and 52, all vehicles shall utilize Route 130 South to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
  - d. In the event that the segment of the access route between Interchange 52 and the access to the Complex is closed, all vehicles shall exit I-295 via Exit 52, travel West on County Route 656 (Florence-Columbus Road), turn left onto Old York Road, turn left onto Burlington-Columbus Road (County Route 543) and proceed to the facility entrance.
  - e. In the event of unforeseen or catastrophic emergencies, the County, in consultation with the County Director of Public Safety and Emergency Management Coordinator, shall designate emergency

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.

Vehicles waiting to dispose of their contents shall follow directions of Complex personnel and shall not operate in a manner that would pose a threat to the safety of Complex personnel or customers or impede or disrupt Complex activities. Operators of vehicles and users of the Complex may be directed to leave Complex premises and denied access to the landfill if their actions endanger the safety of Complex personnel, other customers, ongoing construction activity or construction employees.

- 6.5 All passengers must remain inside vehicles while on premises, except those unloading vehicle contents at the Convenience Center.
- 6.6 Upon arrival at the Complex, every customer must report to the Scale House. Refuse hauling vehicles are prohibited from proceeding directly to any area within the Complex without authorization from Scale House personnel. Any solid waste transporter that is observed depositing solid waste in an unauthorized area shall be required to remove the waste material and shall be subject to penalties and forfeiture of property, as well as suspension of disposal privileges.
- 6.7 O & D Forms. Each transporter must complete a waste origin/waste disposal (O&D) form or similar form as may be required by the County or DEP regulation to certify the origin of the waste (physical site of generation) and that the vehicle, to the knowledge of the transporter, contains no unacceptable waste. The form must be completed, signed by the transporter, and submitted to Scale House personnel upon arrival.

Scale House personnel shall verify that the form has been completed properly and that the waste is an acceptable waste type. Upon making such determination, the weighmaster shall sign the O&D form, proceed to weigh the vehicle, and direct the vehicle to the appropriate facility within the Complex.

If an O&D or other required form is not completed properly and signed by the transporter, Scale House personnel shall deny the transporter the right to access the Complex.

If Scale House staff observe that the vehicle contents differ from the waste type or origin specified on the O&D form, the weighmaster shall require a revision to the form prior to signing it. Despite this procedure, the transporter is responsible for accurately



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.

- e. Scale House personnel shall utilize and transporters shall abide by the red and green "traffic lights" located adjacent to each scale to enter and exit the scale.
  
- 6.10 Scale House personnel shall direct all vehicles to the appropriate facility within the Complex. Vehicles transporting solid waste shall be directed to the transfer building or landfill. All vehicles which are not required to be registered with DEP and DEP-registered vehicles transporting solid waste which require manual unloading shall be directed to the convenience center. All vehicles which have been determined to contain segregated bulky materials that are permitted to be stored and/or processed at the Complex (tires, construction aggregate, scrap metal or wood wastes) shall be directed to the appropriate area within the bulky materials recycling center. Vehicles transporting dewatered sewage sludge shall be directed to the co-composting facility.
  
- 6.11 The bypass lanes which are located adjacent to the scales shall only be used by authorized vehicles which are not transporting waste materials and are not required to be weighed prior to entering the Complex.
  
- 6.12 All visitors entering the Complex shall be required to sign a daily log book at the Scale House and obtain a hard hat and safety glasses before proceeding to other areas within the Complex.

## **7.0 UNACCEPTABLE WASTE HANDLING PROCEDURES**

- 7.1 If hazardous waste is observed in an incoming vehicle prior to unloading, the transporter shall not be permitted to discharge its load. The Scale House staff shall be authorized to detain the vehicle to obtain the guidance of DEP.
  
- 7.2 A vehicle may be detained if Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents, or verify the origin of the waste. The Complex may require proof that the waste (i) was generated from a site approved to deliver waste to the Complex and (ii) is a waste type that may lawfully be disposed of at the Complex. The Complex shall refuse to accept waste which may not lawfully be disposed of at 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

or Complex personnel if accepted in an untreated state, the Complex may require a generator to process or treat the material as a condition to disposal in order to reduce or eliminate the risks to the Complex or Complex personnel. Such processing or treatment includes but is not limited to wetting ID 27 dusty waste or drying sludges. If the generator fails to process or treat the waste, the Complex may process or treat the waste as necessary and charge the generator 1-1/2 times the actual cost assessed against the Complex to process or treat the waste.

- 7.8 In the event that the hauler and generator fail to comply with paragraphs 7.5, 7.6 or 7.7 within the time periods stated therein, the Complex shall have the right to arrange for the treatment and/or analysis of the waste and, if necessary, alternate disposal thereof and assess the generator and/or hauler for the costs incurred.
- 7.9 The Complex may require that a generator provide, on a periodic basis, evidence that its waste does not constitute hazardous waste. Such evidence shall be in the form of a report from a DEP-certified laboratory analyzing the generator's waste. If the generator fails to comply with a Complex directive to provide such evidence the Complex may refuse to accept the subject waste if it reasonably believes that the waste may be hazardous.

## **8.0 BILLING PROCEDURES AND TERMINATION OF SERVICES**

- 8.1 The County provides and maintains scales for the purpose of weighing disposal vehicles in loaded and unloaded conditions to determine the charges for waste disposed of at the Complex on a weight basis in accordance with the Rate Schedules contained herein. During periods of shutdown or breakdown of the scales, charges for waste disposed of at the Complex shall be on a cubic-yard basis based upon the rated, posted volume of the vehicle or such other measure as DEP may specify. The cubic yard charge shall be in accordance with the Rate Schedules contained in the approved Tariff.
- 8.2 Public entities may either use prepaid deposits to pay for services or be billed by the Complex. Where the public entity elects to pay pursuant to billings, it shall pay all invoices within thirty (30) calendar days from the date of the invoice. Failure to pay by the

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.

- 8.5 If a non-public entity user fails to pay for services at the time they are rendered the County may apply the deposit described in paragraph 8.4 as necessary to liquidate the bill and require the user to restore the deposit to the required amount. In the event the funds in the user's deposit account drop below 25% of the required amount the user shall bring the amount of the deposit account up to the full required amount within not less than three banking days. The County may discontinue service for a user's failure to make or maintain its deposit account pursuant to these terms.
- 8.6 The County may discontinue services for a cash-basis non-public entity user's failure to pay for services at the time they are rendered or if the user defaults in payment three banking days after said failure or default. Thereafter, the County shall not be required to provide services until the user has (a) satisfied any deficiency and (b) provided evidence that the user has made payment for services being requested.
- 8.7 In addition to the terms of paragraph 8.6, if a check submitted for payment by any customer/user is dishonored the customer/user shall make that check good by cash or certified check. For the 30-day period subsequent to this incident the customer/user shall pay all charges by cash or certified check. In the event that a check submitted for payment by the same customer/user is dishonored within one year of the first incident the customer/user shall be required to pay for all services with a certified check or cash for the following six months. Upon the dishonor of three customer/user's checks within an 18-month period the customer shall be required to make all future payments by certified cash or check until such time as the customer/user is able to satisfy the County Treasurer that any problems which precipitated or caused the customer/user to issue bad checks have been resolved.
- 8.8 If a waste generator fails to pre-process or pre-treat waste as required in 4.2.(b), the County may pre-process or pre-treat the waste as necessary. The Generator shall be liable to the County for an additional charge determined by the County to be appropriate to (i) compensate the County for additional expenses and (ii) develop reserve for future incidents.

## 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

packaged in permanently sealed, leak-tight containers (such as six mil plastic bags, double bagged with visible labels) in accordance with 40 CFR 61.20-25. The container shall have been permanently labeled with a warning label that states:

[ CAUTION ]

CONTAINS ASBESTOS

AVOID OPENING OR

BREAKING CONTAINER

BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH.

Name of Waste Generator \_\_\_\_\_

Location of Waste Generator \_\_\_\_\_

[ ]

Alternatively, warning labels specified by the Occupational Safety and Health Standards of the U.S. Department of Labor, Occupational Safety and Health Administration under 29 CFR 1910 may be used.

- b. Vehicles shall not be accepted at the Complex, which contain loose asbestos or ACM, either friable or non-friable.
- c. All asbestos and ACM must be delivered to the Complex in a non-compacting type vehicle which does not contain any other wastes which could compromise the integrity of the permanent containers.
- d. If rough surfaces or other materials are present in the load which could potentially puncture the permanent containers, then those containers shall be enclosed in temporary fiber or steel drums during loading, transport, and unloading operations.
- e. The exterior of the containers are to be free of all loose asbestos droppings.
- f. Vehicles which weigh 8,000 lbs or less will be accepted at the Complex without a DEP hauler registration, provided that the hauler is also the removal contractor or the owner of the residential unit. All other vehicles must be registered with DEP.



- 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

Health Administration. The protective clothing shall be standard Tyvek, total body, disposable, protective clothing.

## 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.

- d. Explosives, except for specially scheduled collection days for these materials.
- e. Hazardous and acutely hazardous waste generated by a large quantity generator (greater than 100 kilograms of hazardous waste per month or greater than 1 kilogram of acutely hazardous waste per month).

## 2.0 Registration Requirements.

### 2.1 Households

County residents that wish to deliver household hazardous waste to the facility are encouraged to register by telephone prior to each delivery of waste or reuseable products. Registration will allow staff to gather preliminary information on the type and volume of material being discarded and the condition of its containers. Instructions will be provided regarding the safe transport of the material to the facility. Appointment times will be scheduled in a manner that will minimize queing.

Generators delivering material to the facility without preregistering will be turned away if staff is unavailable to receive the material. The name, address and telephone number of the generator will be ascertained and noted so that a scheduled appointment can be arranged at a later date.

Compressed gas cylinders, except propane and freon, explosives and radioactive waste are restricted to specially scheduled days. Residents will be asked to store these materials until the next scheduled special collection day. A log entitled Compressed Gas, Explosives, and Radioactive Waste Log ("CGER Waste Log") will be maintained with the name, address and phone number of each individual who has such material and they will be advised in writing two weeks before a special collection day.

### 2.2 Small Quantity Generators

A small quantity generator of hazardous waste may utilize the (SQG) Facility only after obtaining a Certificate of Approved Registration from the County for use of the facility.

The application for registration includes the

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

discouraged from consolidating hazardous wastes.

All users transporting pesticides, herbicides, fungicides and other poisons will be requested to place a window placard measuring 8 1/2" X 11" on the driver's side rear window stating: CAUTION POISONS BEING TRANSPORTED TO HOUSEHOLD HAZARDOUS WASTE FACILITY. Th placard will serve to alert emergency responders that poisons are onboard in the event of an accident.

#### 5.0 Traffic Flow Routing.

Users of the Facility shall enter the main entrance to the Complex, at the first intersection make a left turn onto Scalehouse Road, proceed past the Scale House via the by-pass lane to the next intersection, and make a right-hand turn onto Transfer Road. The Facility is immediately on the right-hand side. The user shall turn into the Facility and enter one of three unloading lanes. The vehicle shall stop to allow its contents to be unloaded by County staff. The vehicle shall exit the facility by making a right-hand turn at the exit, proceeding to the next intersection, and turning right on Recovery Blvd. to the main entrance to the Complex.

#### 6.0 Procedures for Receipt of Waste.

##### 6.1 Household Hazardous Waste

Upon entering the Facility, each residential user must demonstrate that he/she is a resident of Burlington County before any materials will be accepted. A photo ID or two other forms of identification such as a valid driver's license, voter registration card, library card or recent utility bill listing the person's address will be acceptable to demonstrate County residency.

All residential users presenting material for disposal or reuse must sign a Certification of Generation of Household Hazardous Waste attesting that the materials are derived from household waste generated at a specific address in Burlington County.

##### 6.2 Small Quantity Generators

Each SQG user must obtain a Certificate of Approved Registration before utilizing the Facility. All registered SQGs must present a Material Inventory Sheet ("MIS") for each delivery of material which contains the name, address and phone number of the generator, registration number issued by the County, and a

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.

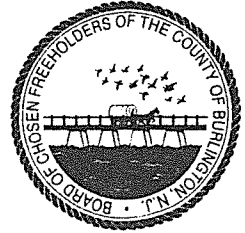
Waste will not be unloaded from a transporter's vehicle until it is determined by Facility staff that a MIS has been accurately completed. County staff shall unload all waste material from the transporter's vehicle. Users shall remain in or by the side of their vehicles while material is being removed.

Board of Chosen Freeholders  
Of The County of Burlington

P.O. BOX 6000

MOUNT HOLLY, NEW JERSEY

08060-6000



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

December 27, 2000

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 Willingboro Township and the County of Burlington which covers the period of January 1, 2001 to December 31, 2001.

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

Very truly yours,

James K. Wujcik  
Freeholder Director

JW/gw

cc: Mary Pat Robbie, Management Specialist



RESOLUTION NO. 2000 - 156

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

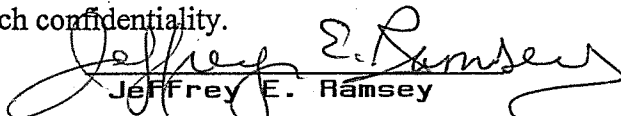
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Dec. 19, 2000, that an Executive Session closed to the public shall be held on Dec. 19, 2000, at 7:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Jeffrey E. Ramsey  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk