RESOL OLUTION NO. 2000-1

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR TEMPORARY BUDGET APPROPRIATIONS FOR 2000.

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

WHEREAS, this temporary budget must be adopted prior to January 31, 2000, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 1999 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 1999 budget is the sum of \$4,569,706.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 4th day of January, 2000, at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

TEMPORARY BUDGET APPROPRIATIONS FOR 2000

Township Council	SW	8,250
Township Council	OE	3,600
Township Manager	SW	42,000
Township Manager	OE	6,000
Township Clerk	SW	25,600
Township Clerk	OE	5,150
Receptionist/Comm.	OE	28,000
Finance	SW	45,500
Finance	OE	15,000
Tax Collection	SW	40,000
Tax Collection	OE	1,000
Tax Assessment	SW	22,000
Tax Assessment	OE	2,500
Employee Group Insurance	SW	30,000
Employee Group Insurance	OE	229,700
Other Insurance	OE	200,000
Legal Services	SW	14,000
Legal Services	OE	7,500
Public Defender	SW	10,300
Public Defender	OE	750
Municipal Court	SW	33,100
Municipal Court	OE	2,950
Planning Board	SW	250
Planning Board	OE	800
Zoning Board	SW	450
Zoning Board	OE	150
Construction Official	SW	15,700
Construction Official	OE	1,000
Uniform Fire Safety Act	SW	8,500
Uniform Fire Safety Act	OE	250
Housing Inspection	SW	44,000
Housing Inspection	OE	11,350
Fire Marshall	SW	2,550
Fire Marshall	OE	300

SW	24,000	
OE		
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OE	543,570	
		8,647,673
	14,950	-4,079,476
	=	4,568,197
	OE SW OE SW OSW OE SW OE SW OSW OSW OSW OSW OSW OSW OSW OSW OSW	OE 25,800 OE 9,500 SW 54,700 OE 68,100 OE 2,500 SW 20,000 OE 200 SW 251,500 OE 46,800 SW 50,000 OE 29,300 SW 24,700 OE 68,400 OE 397,000 SW 10,500 OE 3,700 SW 10,500 OE 3,750 SW 12,000 OE 2,950 SW 12,000 OE 210,000 SW 1,350 SW 1,350 SW 5,000 OE 2,252 OE 5,000 SW 1,250,000 OE 98,000 SW 27,500 OE 70,000 OE 155,000 OE 543,570 -3,994,526 -70,000

Dated: January

Township Clerk

RESOLUTION NO. 2000-2

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 4th of January, 2000, that WILLIAM JOHN KEARNS, JR, is appointed as Township Solicitor, JOHN COLLINS, is appointed as MUNICIPAL PROSECUTOR, pursuant to N.J.S.A.-2B:12-27, KIM BELIN-CHAPMAN, ASSISTANT TOWNSHIP SOLICITOR; CINDI S. COLLINS, is appointed as PUBLIC DEFENDER; DENISE A. KUESTNER, ESQ., SUBSTITUTE PUBLIC DEFENDER; STEPHEN E. RYAN, Acting for Edmund D. Bowman is appointed as TOWNSHIP AUDITOR, LESTER MAISTO, MUNICIPAL COURT JUDGE and EDWARD J. MCMANIMON, III, BOND COUNSEL, for a term expiring 12/31/2001 for Township Solicitor, Municipal Court Judge, 12/31/2002, 12/31/2000 for all others.

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

ÍEFFRÉY È. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

Township Clerk



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

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

January 11, 2000

Mr. William J. Kearns Kearns, Vassallo, Guest & Kearns 630 Beverly Rancocas Road Willingboro, New Jersey 08046

Dear Mr. Kearns:

Enclosed is a copy of Resolution No. 2-2000 adopted by Willingboro Township Council at the Reorganization Meeting of January 4, 2000 appointing you as the Township Solicitor for a term expiring December 31, 2001.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

Enclosures

/eb

As per Resolution No.2-2000 cc:

RESOLUTION NO. 2000 - 3

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH WILLIAM J, KEARNS, JR, ESQ. JOHN E. COLLINS, ESQ., KIM BELIN-CHAPMAN, ESQ. CINDI S. COLLINS, ESQ., DENISE A. KUESTNER, ESQ;, CARL TURNER, STEPHEN E. RYAN, AND EDWARD McMANIMON III.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 4th day of January, 2000 as follows:

- 1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:
 - A. WILLIAM J. KEARNS, JR., Solicitor
 - B JOHN E. COLLINS, Municipal Prosecutor.
 - C. KIM BELIN-CHAPMAN, Asst. Township Solicitor
 - D. CINDI S. COLLINS, Public Defender.
 - E. DENISE A. KUESTNER, Substitute Public Defender
 - F. STEPHEN E. RYAN, Acting for Edmund D. Bowman, Auditor
 - G. EDWARD J. MCMANIMON, III Bond Counsel
 - H. CARL TURNER, ENGINEER
- 2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
 - 3. A notice of this action shall be printed once in the Burlington County Times.

JEFFREY B. RAMSE

MAYOR

Rhoda Lichtenstadter, RMC

Township Clerk



COUNCIL MEMBERS James E. Ayrer Eddie Campbell, Jr. Lavonne B. Johnson Jeffrey E. Ramsey Paul L. Stepbenson

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

January 11, 2000

Mr. William J. Kearns Kearns, Vassallo, Guest & Kearns 630 Beverly Rancocas Road Willingboro, New Jersey 08046

Dear Mr. Kearns:

Enclosed please find Resolution No. 3-2000 adopted by Willingboro Township Council at the Reorganization Meeting of January 4, 2000. Also enclosed is the Professional Service Contract to be signed by you and returned to the Township Clerk's Office and a fully executed copy will be returned to you.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

Enclosures

/eb

cc: As per Resolution

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro and KIM BELIN-CHAPMAN C. Belin

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-

Law to serve as Assistant Township Solicitor C. BELIN WHEREAS, KIM BELIN-CHAPMAN, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Kim Belin-Chapman, an Attorney-at-Law of the State of New Jersey as follows:

- 1. APPOINTMENT. Kim Belin-Chapman, is hereby appointed and retained as Assistant Township Solicitor
- 2. TERM. The term of this appointment shall commence January 1, 2000, and continue until December 31, 2000 and until a successor is duly appointed and qualified.
- 3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:
- 4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
 - 5. EQUAL OPPORTUNITY.
- A. In consideration of the execution of this Agreement, the Asst. Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

- 1. LETTER OF FEDERAL APPROVAL
- 2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- 3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED <u>WITHIN SEVEN (7)</u> <u>DAYS</u> AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

- 7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

- 9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- 10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose
- 11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- 12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

JEFFREY E. RAMSEY

MAYOR

ESQUIRE

Rhoda Lichtenstadter, RMC

Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro and DENISE A. KUESTNER

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

WHEREAS DENISE A. KUESTNER, an attorney at Law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Denise A. Kuestner, Esq. An Attorney-at-Law of the State of New Jersey as follows:

- 1. APPOINTMENT. Denise A. Kuestner, is hereby appointed and retained as Assistant Public Defender.
- 2. TERM. The term of this appointment shall commence January 1, 2000, and continue until December 31, 2000 and until a successor is duly appointed and qualified.
- 3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:
- 4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
 - 5. EQUAL OPPORTUNITY.
- A. In consideration of the execution of this Agreement, Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

- 1. LETTER OF FEDERAL APPROVAL
- 2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- 3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED <u>WITHIN SEVEN (7)</u> <u>DAYS</u> AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

- 7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

- 9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- 10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose
- 11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischraged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- 12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

JEFFREY E. RAMSEY

MAYOR

ESQUIRE

Rhoda Lichtenstadter, RMC

Township Clerk

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

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Municipal Prosecutor.

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

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

- 1. APPOINTMENT. John E. Collins, is hereby appointed and retained as Municipal Prosecutor
- 2. TERM. The term of this appointment shall commence January 1, 2000, and continue until December 31, 2000 and until a successor is duly appointed and qualified.
- 3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Municipal Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:
- 4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

- 1. LETTER OF FEDERAL APPROVAL
- 2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- 3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED <u>WITHIN SEVEN (7)</u> DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

- 7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

- 9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- 10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose
- 11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- 12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

JEFFREY E. RAMSEY

MAYOR

ESQUÍRE

ATTEST:

Rhoda Lichtenstadter, RMC

Township Clerk

McManimon & Scotland, L.L.C.

ATTORNEYS AT LAW

TELEPHONE (973) 622-1800 ONE RIVERFRONT PLAZA, FOURTH FLOOR NEWARK, NEW JERSEY 07102-5408

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

Direct Dial No. (973) 622-5028

January 19, 2000



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

Dear Rhoda:

Thank you for your letter indicating that our firm had been reappointed to serve as bond counsel to the Township for 2000. I appreciate the continuing confidence in our firm and look forward to serving you and the other officials of the Township during the year of 2000. Please express our appreciation to the governing body for their continued confidence.

Very truly yours,

Edward J. McManimon, III

EJM/em

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro and CINDI S. COLLINS

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

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

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

- 1. APPOINTMENT. Cindi S. Collins, is hereby appointed and retained as Public Defender
- 2. TERM. The term of this appointment shall commence January 1, 2000, and continue until December 31, 2000 and until a successor is duly appointed and qualified.
- 3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:
- 4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
 - 5. EQUAL OPPORTUNITY.
- A. In consideration of the execution of this Agreement, the Asst. Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

- 1. LETTER OF FEDERAL APPROVAL
- 2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- 3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED <u>WITHIN SEVEN (7)</u>
<u>DAYS</u> AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE
CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

- 7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

- 9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- 10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose
- 11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- 12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

FFREY E. RAMSEY

MILVER

ESOURE

Rhoda Lichtenstadter, RMC

Township Clerk

ENGAGEMENT CONTRACT

<u>for</u>

MUNICIPAL AUDITING SERVICES

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

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

- **SECTION 1.** <u>SCOPE.</u> The Accountant shall perform the duties of Auditor on behalf of the Municipality as required by State Law or Municipal Ordinance. Under the terms of this contract the Accountant shall:
- A. Act as the Municipal Auditor and employ at the Accountant's expense such personnel as are deemed necessary to carry on the duties prescribed for the Municipal Auditor.
- B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ending December 31, 1999 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them.
- C. The Accountant shall conduct the audit in accordance with generally accepted auditing standards, <u>Government Auditing Standards</u>, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.
- D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 1999, these schedules are required by the Department of Community Affairs, State of New Jersey Circular 98-07-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, Government Auditing Standards and Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.
- E. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts of the various funds, and may include tests of the physical existence of inventories, if any, and direct confirmation of taxes and other receivables and certain other assets and liabilities by correspondence with selected taxpayers and customers, creditors, the solicitor and banks. At the conclusion of the audit, the Accountant will request certain written representations from the Municipality about the financial statements and matters related thereto.

SECTION 1. SCOPE (CONT'D).

- F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the Accountant will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by the Accountant. The Accountant will advise the Municipality, however, of any matters of that nature that come to the Accountants attention. The Accountant will also inform the Municipality of any other illegal acts that come to the Accountants attention, unless clearly inconsequential. The Accountants responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as auditors.
- G. The Accountant understands that the Municipality will provide the Accountant with the basic information required to conduct the audit and that the Municipality is responsible for the accuracy and completeness of that information. The Accountant will advise the Municipality about appropriate accounting principles and their application and will assist in the preparation of the Municipality's financial statements, but the responsibility for the financial statements remains with the Municipality. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.
- H. In addition to the auditing services previously described, the Accountant shall also prepare the 1999 Annual Financial Statement, 1999 Annual Debt Statement and assist in preparing the 2000 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.
- I. The Accountant shall also perform such additional duties and render such additional services as may be agreed upon by the Accountant and Municipality.
- J. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare maturity schedules, tax rate projections, prepare the Preliminary and Final Official Statements, control the printing of same, assist in obtaining bond ratings, cooperate with insurance agencies and shall perform all other duties that shall be required in connection with the temporary or permanent financing. The Accountant shall also prepare Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant.
- SECTION 2. <u>COMPENSATION</u>. The Municipality agrees to pay to the Accountant, upon presentation of appropriate Municipal vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-J, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-H shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-J shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered.

- **SECTION 3.** <u>AUTHORIZATION OF WORK.</u> The Governing Body of the Municipality shall have the power to authorize work under the provisions of this contract to the extent that there are adequate funds appropriated to compensate for such work performed in accordance with this contract.
- **SECTION 4. SPECIAL CONSULTANTS.** Whenever the Accountant deems the interest of the Municipality so requires, the Accountant may, with the approval of the Governing Body of the Municipality, appoint Special Consultants to assist the Accountant in carrying on the prescribed duties of the Municipal Accountant.
- SECTION 5. RECORDS AND PAPERS. All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of Accountant or copies thereof are the property of the Accountant and shall, upon termination or expiration of this contract, be made available to the Accountant's successor, at 601 White Horse Road, Voorhees, New Jersey, with the Accountant's consent to use all such materials in the best interest of the Municipality. Representatives of the cognizant agency (or its designee), other government audit staffs and the General Accounting Office shall have access to the audit working papers upon request. Working papers and reports shall be retained for at least three years after the date of the report or longer if requested by the cognizant agency. The Accountant must submit to a peer review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by the Accountant during the conduct of selected audits. As such, the audit engagement of the Municipality may be selected by the peer reviewer as part of this process. However, the conduct of a peer review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct.
- **SECTION 6.** <u>INSURANCE/INDEPENDENT CONTRACTOR</u>. The Accountant shall maintain during the term of this contract insurance coverage or a plan of self insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.
- **SECTION 7. TERM OF CONTRACT.** The term of this contract shall be for the period January 1, 2000 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.
- **SECTION 8. AFFIRMATIVE ACTION.** During the performance of this contract, the contractor agrees as follows:
- A. The Accountant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, disability or sexual orientation. The Accountant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, disability or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Accountant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

SECTION 8. AFFIRMATIVE ACTION (CONT'D).

- B. The Accountant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, disability or sexual orientation.
- C. The Accountant or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of the Accountant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Accountant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- E. The Accountant or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F. The Accountant or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, disability or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Accountant or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. The Accountant or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, disability or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Accountant or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)</u>.

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

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

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

SECTION 10. CURRENT STANDARD HOURLY RATES.

Partner	\$145.00
Manager	105.00/115.00/125.00
Supervisor	82.00/85.00/91.00
Senior Accountant	63.00/68.00/74.00
Staff Accountant	58.00/60.00/58.00
General Administration/	
Report Processing	40.00

<u>Specialized Financial and Bonding Services</u>. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1 1/2) times the "Current Standard Hourly Rates" as stated in Section 10, at the time service is rendered.

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

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

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

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

Township of Willingboro:

By: Tallus & Samy

Attest:

Bowman & Company LLP:

By: Styphen Ryone

Date: FENKUARY 4, 2000

Attest:

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



PRINCETON, NEW JERSEY (609) 924-1010

FLEMINGTON, NEW JERSEY (908) 782-3021

WALL TOWNSHIP, NEW JERSEY (732) 223-8894

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

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

E-MAIL:APM@AMPER.COM HTTP://WWW.AMPER.COM

July 22, 1999

To the Partners Bowman & Company LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 1999. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

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

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

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 1999, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Amper, Collysier Mattia PA
AMPER, POLITZINER & MATTIA P.A.

APPENDIX 2 - <u>COMMUNICATION WITH AUDIT COMMITTEE OR OTHER RESPONSIBLE</u> INDIVIDUALS

INTERNAL CONTROL STRUCTURE

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

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

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

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

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

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

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

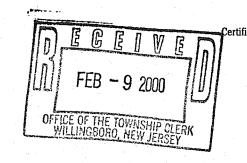
Certification 15

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain

601 WHITE HORSE ROAD
VOORHEES NJ 08043

State Treasurer





Certified Public Accountants & Consultants
601 White Horse Road
Voorhees, NJ 08043-2493
(856) 435-6200
Fax: (856) 435-0440
www.bowmanllp.com
Members of:
American Institute of CPAs

New Jersey Society of CPAs

January 20, 2000

Mrs. Rhoda Lichtenstadter, Township Clerk Township of Willingboro 1 Salem Road Willingboro, New Jersey 08046

Dear Mrs. Lichtenstadter:

I would like to take this opportunity to express my gratitude for the appointment as auditor for the Township of Willingboro. Please convey my sincere appreciation to the members of the governing body.

Enclosed are two copies of an Engagement Contract for Municipal Auditing Services covering the 1999 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

Stephen E. Ryan

SER:bo Enclosure

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro and WILLIAM J. KEARNS, JR.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law ato serve as Township Solicitor; and

WHEREAS, WILLIAM J. KEARNS, JR., is an Attorney-at-Law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and William J. Kearns, Jr., Esq. an Attorney-at-Law of the State of New Jersey as follows:

- 1. APPOINTMENT. William J. Kearns, Jr. is hereby appointed and retained as Township Solicitor for the Township of Willingboro.
- 2. TERM. The term of this appointment shall commence January 1, 2000, and shall continue until December 31, 2001 and until a successor is duly appointed and qualified.
- 3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:
- 4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
 - 5. EQUAL OPPORTUNITY.
- A. In consideration of the execution of this Agreement, the Solicitor shall not discriminate against any employee or applicant for employment because of reace, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate agains any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employnment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

- 1. LETTER OF FEDERAL APPROVAL
- 2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- 3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED <u>WITHIN SEVEN (7)</u>
<u>DAYS</u> AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE
CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

- 7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

- 9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- 10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose
- 11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- 12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

EFFREY E-RAMSEY

MAYOR

ESQUIRE

ATTEST:

Rhoda Lichtenstadter, RMC

PROFESSIONAL SERVICES AGREEMENT between the Township of Willingboro and Carl A Turner, P.E..

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

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

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

- I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro.
 - II. TERM. This appointment shall be for a term expiring December 31, 2002.
- III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro, as set forth in the Revised General Ordinances of the Township of Willingboro.

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.

V EQUAL OPPORTUNITY.

- 1. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- 2. The attention of the Engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Engineer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- VI. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

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

(A)

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

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

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

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

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

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

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

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

VII. NEW JERSEY LAW. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

VIII. MODIFICATION. No modification of this Agreement shall be valid or binding unless the nodification shall be in writing and executed by the Township of Willingboro and the Engineer.

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

- X CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- X1 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 any writing executed by the parties hereto.
- X11 AMENDMENTS The parties hereto may, by mutual agreement, change the scope of service or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBOR

MAYOR

Rhoda Lichtenstadter, RMC

Township Clerk

DATE

CARL A TURNER

TOWNSHIP ENGINEER

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

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of January, 2000, as follows:

- 1.; First Union Bank NA South Jersey; Summit Bank; Farmers & Mechanics; Midlantic National Bank; National Westminster Bank; New Jersey State Cash Management Fund, N.J. ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2000. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.
- 2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.
- 3. The first Tuesday of each month, at 7:30 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the recept of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.
- 4. The rate of interest to be charged for the non-payment of taxes or added asdsessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be either percent (8%) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars (\$1,500), which shall be computed and charged to the principal sum due.

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

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed.

Resolution No. 4, 2000 cont'd.

The custodian of such funds shall be Bonnie Chehames, and the fund shall be closed out prior to December 31, 2000, in accordance with existing law.

- 6. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2000, in accordance with existing law.
- 7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2000, in accordance with existing law.
- 8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2000, in accordance with existing law.
- 9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insection permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.
- 10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).
- 11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation:

EDITH BALDWIN and CARMELA SPYCH, and MARIE ANNESE is hereby designated as DEPUTY TOWNSHIP CLERK, to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

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

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC



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

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

January 7, 2000

Summit Bank 1107 Sunset Road Burlington Township, New Jersey 08016-0285

Dear Sir/Madam:

Enclosed please find a copy of Resolution No.4-2000 adopted by Willingboro Council at there Reorganization Meeting of January 4, 2000. Thank you.

Sincerely.

Rhoda Lichtenstadter, RMC

Township Clerk

Encl.

/eb

cc: As per Resolution 4-2000

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

WHEREAS, vacancies exist on various Township Boards and Comissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 4th day of January, 2000, that the following are appointed to the positions and for the terms designated:

- 1. CONSTABLES, 1 year term expiring 12/31/2000 JAMES GRAY
- 2. HERITAGE COMMISSION, 3 year term expiring 12/31/2002 William McGrath, Dr. Gloria Dickinson
- 3. HUMAN RELTIONS COMMISSION 3 year term expiring 12/31/2002 Abraham Mencer, Addie Hatten
- 4. PLANNING BOARD 4 year term expiring 12/31/2003 Linda Bolden -

Alt #1 – Dorothy Collins – 12-31-2000

Alt #2 – Shelly Pollon - 12-31-2001

5. PUBLIC COMMUNICATIONS - 2 year term expiring 12/31/2001 Josephine (Barbara) Jenkins - to fill unexpired term 21/31/2000 Pat Lindsey Harvey, Bill Hall, two year term expiring 12/31/2001 . 5 -1 2000 Cont'd.

ENVIRONMENTAL COMMISSION - 3 year term expiring 12-31-2002 Stan Schechter, Constancia House, Lizzie Morris Alternate #1 – (2 year) – Cristal Holmes-Bowie 12-31-2000 Alternate #2 – (1 year) – Vacancy

ZONING BOARD OF ADJUSTMENT - 4 year term expiring 12/31/2003 Lizzie Morris, Edward McFadden

Alt. #1 – Wilma Stephenson (2 year) – 12-31-2001

Alt. #2 - Thomas Floyd (1 year) 12-31-2000 TOWNSHIP PHOTOGRAPHER

George Bussey - 12-31-2000

SPECIAL EVENTS - One year term James Gray - 12-31-2000

WMUA – (5 year term) Dennis Reiter,

SHELTER BOARD (Three Year Term)
Dorothy Franc, Carol Ramsey Ellen Kearns, Ruth Allie

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

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

MAYOR'S APPOINTMENTS

BURLINGTON COUNTY COMMITTEE OF FIFTY

Millie Gama (one year)

12-31-2000

ENVIRONMENTAL COMMISSION (Three Year Term) 12-31-2003

Stan Schechter , Constancia House, Lizzie Morris

#1 alternate - Cristal Holmes-Bowie - 12-31-2000

#2 alternate Marilyn Ababio – 12-31-2001

LIBRARY BOARD OF TRUSTEES 5 year term

Del Payne

Pat Lindsey Harvey appt. until 12-31-2002

YOUTH ACHIEVEMENT COMMITTEE (one year)12-31-2000

Sandra Solomon

Gigila Moore

Ida Peace

Patricia Toatley

Sherrie Morris

Lizzie Morris

Demetrius Tilley

Thelma Allen

Gloria Matthews

Kim Chiolan

Gloria Edwards

Ann Lubeck

TOWNSHIP PHOTOGRAPHER

George Bussey, Sr.

12-31-2000

MANAGER'S APPOINTMENTS

THE ENGINEER SHALL BE APPOINTED BY THE TOWNSHIP MANAGER

HUMAN RELATIONS COMMISSION (3 year term) Antonio Hopkins John Cottman Police Dept. Rep. 2000 – Sgt. William Payton 12-31-2000

LOCAL ASSISTANCE BOARD (4 year term) Thomas Scholtis - 12-31-2003



COUNCIL MEMBERS
James E. Ayrer
Doreatha D. Campbell
Lavonne B. Johnson
Jeffrey E. Ramsey
Paul L. Stephenson

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

January 12, 2000

Mrs. Constancia House 53 Holyoke Lane Willingboro, New Jersey 08046

Dear Mrs. House:

Enclosed please find Resolution No.5-2000 adopted by Willingboro Township Council at the Reorganization Meeting of January 4, 2000, reappointing you to the Environmental Commission for a 3 year term expiring 12/31/2002. Also attached is an Oath of Office that should be signed by you and returned to the Township Clerk's office as soon as possible.

Thank you.

Sincerely

Khoda Lichtenstadter, RMC

Township Clerk

Attachments

/eb

cc: To all Resolution No.5-2000

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 4th day of January, 2000, that the following Council members are appointed to the following positions for the year 2000:

Class III Member, Planning Board EDDIE CAMPBELL, JR

Advisory Board, Shelter for Abused Women JEFFREY RAMSEY

Environmental Commission Liaison EDDIE CAMPBELL, JR.

Heritage Commission Liaison PAUL STEPHENSON

Human Relations Commission Liaison EDDIE CAMPBELL, JR.

Local Assistance Board Liaison JAMES AYRER

Public Communications Committee JAMES AYRER

Youth Achievement Committee LAVONNE B. JOHNSON.

N.J. Motion Picture TV Council PAUL STEPHENSON
LAVONNE B. JOHNSON

JEFFRÉY E. RAMSEY

MAYOR

Rhoda Lichtenstadter, RMC

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session, this 4th day of January, 2000, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

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

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

township of Willingboro

MEMO TO:

MEMBERS OF TOWNSHIP COUNCIL, MGR. SOLICITOR

FROM:

Rhoda Lichtenstadter, Township Clerk

DATE:

January 7, 2000

SUBJECT:

Change of meeting dates.

Attached is a new schedule of meeting dates for the year. I have made changes in February, April and October.

FebruarySaturday the 26^{th.}

April.....eliminate 18th because of school board election.

OctoberSaturday the 14th.....

The prior dates in February and October were part of holiday weekends.

Thank you.....

Cc: Public Works/Rec.

Newsmedia

an equal opportunity employer

municipal complex

salem road

willingboro, new jersey 08046

(609) 877-2200

Revised 1/7/2000

COUNCIL MEETINGS - 2000

(S) Saturday (B) Budget
THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:30 P.M.
PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD,
WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING
OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT,
SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP
COUNCIL. THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A
CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES
THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY
TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES – 2000 BUDGET – (WEDNESDAY)

JANUARY 4th (reorg), 18, (19)B 22(S), 25, (26)B

FEBRUARY 1, 2(B), 5(S), 8, 15, (16)B, 22, (23)B 26(S), 29

MARCH 7, (8),B, 11(S) 21, 25(S), 28

APRIL 4, 8(S), 25, 29(S), (18th School Bd. Elec)

MAY 2, 6(S), 16, 20(S),30

JUNE 3(S), 13, 24(S), 27

JULY 11, (Wed), 25

AUGUST 1, 29.

SEPTEMBER 5, 9(S), 19, 26, 30(S)

OCTOBER 3, 14(S), 17, 28(S), 31(Halloween)?

NOVEMBER 1, (Wed.) 4, (S), 21, 28, (3rd week League of Mun.)

DECEMBER 2(S), 5, 16(S), 19, 26

Corrected DAtes

2000 HOLIDAY SCHEDULE

1. Monday, January 3, 2000

Observance of New Year's Day

2. Monday, January 17, 2000

- Martin Luther King Day

3. Monday, February 21. 2000

- President's Day

4. Friday, April 21, 2000

- Good Friday

5. Monday, May 29, 2000

- Memorial Day

6. Tuesday, July 4, 2000

- Fourth of July

7. Monday, September 4, 2000

- Labor Day

8. Monday, October 9, 2000

- Columbus Day

9. Friday, November 10, 2000

Veteran's Day

10. Thursday, November 23, 2000

- Thanksgiving Day

11. Friday, November 24, 2000

- Day after Thanksgiving

12. Monday, December 25, 2000

- Christmas Day Observance

2000 OTHER DATES OF INTEREST

Zon. Bd. Reorg. Wed. Jan. 5th & Planning Bd. Reorg. Monday Jan. 10th

Wednesday, April 19th -

First Night of Passover

Sunday, April 23rd

Easter Sunday

Tuesday, April 18

- School Board Election

Wednesday, April 12th

- Rabies Clinic

Wednesday, May 17th

- Rabies Clinic

Tuesday, June 6th

- Primary Day

Friday, Sept. 29

- First night of Rosh Hashana, first day Sept. 30

Sunday nite Oct. 8

- Yom Kippur begins, Sept. 9th Yom Kippur Day

Tuesday, November 7th

- Election Day.

WILLINGBORO TOWNSHIP, ONE SALEM ROAD, WILLINGBORO, NJ 08046

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

OCT 05 1999

TELEFAX COVER SHEET

TO:	Cherry
COMPANY:	- Pw/ Bec
DATE:	p/5/99
TO FAX NO.	
FROM:	Ph Supeller Ext. 6702 PAGES 2
SUBJECT:	The is only a very
•	Tentative lest I Evenuel
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	& many changes
FOR YOUR I	NFORMATIONPLEASE RESPOND
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Ten TATIVE

COUNCIL MEETINGS - 2000

(S) Saturday (B) Budget
THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:30 P.M.
PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD,
WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING
OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT,
SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP
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CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES
THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY
TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES -- 2000 BUDGET - (WEDNESDAY)

JANUARY (reorg), 4, 18, (19)B 22(S), 23, (26)B

FEBRUARY 1, (2(B), 5(S), 15, (16)13, 19(S) 22, (23)B 29

MARCH 7, (8),B, (1(S) 21, 25(S), 28

APRIL 4, 8(S), 18, 25, 29(S)

MAY 2, 6(S), 16, 20(S),30

JUNE 3(S), 6, 13, 24(S), 27

JULY (5) (Wed), 25

AUGUST 1, 29.

SEPTEMBER 5, 9(S), 19, 26, 30(S)

OCTOBER 3, 7(S), 17, 28(S), 31

NOVEMBER 4(S), 8 (Wed), 21, 28, (3rd week League of Mun.)

DECEMBER 2(S), 5, 16(S), 19, 26

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 4th day of January, 2000, that the Willingboro Township Assessor, in fulfillment of her duties and the requirements of her office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

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

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

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

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 4th day of January, 2000, that Norton N. Bonaparte, Jr. is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro for a term expiring December 31, 2000, and Denise Rose is hereby appointed as the alternate Insurance Fund Commissioner for a term expiring December 31, 2000, to represent the Township of Willingboro whenever Norton N. Bonaparte, Jr. is unable to attend a meeting.

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

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

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

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

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2000:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 4th day of January, 2000, that the following fee schedule is hereby established for professional fees:

Principal Engineer	****	\$115/hr.
Associate Engineer	****	100hr
Professional Engineer		92hr
Project Engineer		85hr
Engineer/technician	Pa	68hr
Project Coordinator		50hr
Professional Land Surveyo	88hr	
Land Surveyor		65hr
Party Chief		63hr
Transitman		47hr
Rodman		30hr
Party Chief & Robotic Ins	trument	110hr
Environmental Scientist		81hr
Environmental Technician		55hr
Sanitarian		55hr
Sanitarian Technician		27hr
Chief Drafter	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	72hr
CAD Drafter		68hr
Drafter -		52hr
Planner	and the first test and the first and the first test and the contract and they have the first test and	62hr
Cert. Landscape Architect	~~~~~	73hr
Landscape Architect	**************************************	49hr
Recreational Designer		55hr
Technical Aide	AND THE SAME HAS NOT THE SAME HAVE HAVE HAVE HAVE HAVE HAVE HAVE AND HAVE HAVE HAVE HAVE HAVE HAVE HAVE HAVE	20hr
Chief Inspector	Now that has now how took has not have how over how bell have the hold have been done	73hr
Project Inspector		68hr
Inspector	and this one had not take the day day and not one and day are the see had had one that had	50hr
Mileage		0.30/mile
Meetings		100.00

Res. No. 2000 - 10 cont'd.

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

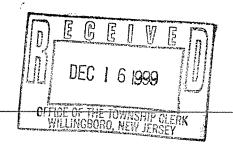
JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC





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

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

Robert W. Lord, PE & LS, PP

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

December 15, 1999

Thomas J. Miller, PE & PP, CME

Jeffrey S. Richter, PE & PP

Ms. Rhoda Lichtenstadter, Township Clerk Willingboro Township Municipal Complex

1 Salem Road

i Salcili Roau

Willingboro, NJ 08046

Dear Ms. Lichtenstadter:

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

John P. Augustino

Stephen L. Berger

Mark E. Malinowski, PE

Gerald J. DeFelicis, Jr., CLA

Theresa C. McGettigan, CLP Edwin R. Ruble, LS Gurbachan Sethi, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Patrick Duffy, PE

Gordon L. Lenher, LS

Gary Zube, LS

As requested, I am submitting a copy of Lord, Anderson, Worrell & Barnett's 2000 Municipal Fee Schedule.

2000 Rate Schedule

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

RE:

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, PE

Willingboro Township Engineer

(asl & June)

onsultant

Consultant

C. Kenneth Anderson, PE & LS, PP

CAT: dac

Enclosure

99-39-10\LTRS\CAT\WBORO-RATES-D15.DOC (99)

LORD, ANDERSON, WORRELL & BARNETT, INC. 2000 MUNICIPAL SCHEDULE OF HOURLY FEES			
TITLE	HOURLY FEE		
Principal	\$115.00		
Associate Principal	100.00		
Professional Engineer	92.00		
Project Engineer	85.00		
Design Engineer	68.00		
Project Coordinator	50.00		
Professional Land Surveyor	88.00		
Land Surveyor	65.00		
Party Chief	63.00		
Transitman	47.00		
Rodman	30.00		
Party Chief & Robotic Instrument	110.00		
Environmental Scientist	81.00		
Environmental Technician	55.00		
Sanitarian	55.00		
Sanitarian Technician	27.00		
Chief Drafter	72.00		
CAD Drafter	68.00		
Drafter	52.00		
Planner	62.00		
Certified Landscape Architect	73.00		
Landscape Architect	49.00		
Recreational Designer	55.00		
Technical Aide	20.00		
Chief Inspector	73.00		
Project Inspector	68.00		
Inspector	50.00		
Mileage (Per Mile)	0.30		
Meetings	100.00		

Fees for administrative services (secretarial, accounting, etc.) are included in the above rates.

Overtime rates will be 1.5 times hourly rate.

RESOLUTION NO. 11 - 2000

A RESOLUTION REQUIRING THE ADOPTION OF A CASH MANAGEMENT PLAN .

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 4th day of January, 2000, that the Township Council has entered into a Cash Management Plan, as per the attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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

JEFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

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

I. <u>STATEMENT OF PURPOSE.</u>

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 4OA:5-14 in order to set forth the basis for the deposits ("Deposits 11) and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

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

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

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

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

N/A

III. <u>DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.</u>

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

IV. <u>DESIGNATION OF DEPOSITORIES.</u>

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

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

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

V. <u>DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.</u>

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

Dean, Witter, Reynolds, Inc.

VI. <u>AUTHORIZED INVESTMENTS</u>.

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

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

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

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

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

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940,11 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940,11 15 U.S.C. sec.80b-i et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

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

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

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

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

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

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

VIII. REPORTING REQUIREMENTS.

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

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

IX. TERM OF PLAN.

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

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

RESOLUTION NO. 2000 - 12 A RESOLUTION PERMITTING THE AUTHORIZATION OF PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 4th day of January, 2000, that this resolution covers all such expenditures from the 2000 budget; and

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

JEFFREY È. RAMSEY

MAYOR

Rhoda Lichtenstadter RMC

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 reorganizational session this 4th day of January, 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

Rhoda Lichtenstadter, RMC

MCDUFFY, LOUIS 40 GALLAWAY LANE BLOCK 731 LOT 40 40 GALLAWAY LANE VETERAN DEDUCTION	50.00
HUDSON CITY SAVINGS WEST 80 CENTURY ROAD PARAMUS, N.J. 07652 BLOCK 733 LOT 20 7 GALLAWAY LANE VETERAN DEDUCTION	50.00
WILLIE MAE FOX 20 EXTON LANE BLOCK 814 LOT 56 20 EXTON LANE SENIOR CITIZEN DEDUCTION	50.00
JAMES, RAYMOND & MARILOUISE 8 TENNYSON LANE BLOCK 1110 LOT 51 8 TENNYSON LANE VETERAN DEDUCTION	50.00
CHAZIN, MORRIS 19 EBBTIDE LANE BLOCK 839 LOT 6 19 EBBTIDE LANE VETERAN DEDUCTION	50.00
BROWN, CLARENCE & MODESTINE 52 MEDFORD LANE BLOCK 537 LOT 15 52 MEDFORD LANE VETERAN DEDUCTION	50.00
52 MEDFORD LANE BLOCK 537 LOT 15 52 MEDFORD LANE	50.00

HAVEN SAVINGS BANK 621 WASHINGTON ST. PO BOX 9701 HOBOKEN, N.J. 07030-9701 BLOCK 1111 LOT 18 123 TOLEDO LANE VETERAN DEDUCTION	50.00
SAMUEL & CLARISE JOHNSON 55 BUTTERCUP LANE BLOCK 208 LOT 25 55 BUTTERCUP LANE OVERPAYMENT TAXES	723.44
GE CAPITAL MTG. SERVICES PO BOX 66815 ST. LOUIS, MO 63166 BLOCK 501 LOT 43 6 MERIBROOK CIRCLE OVERPAYMENT TAXES	664.75
CREECH, DIANE 44 CRESTVIEW DRIVE BLOCK 412 LOT 38 44 CRESTVIEW DRIVE VETERAN DEDUCTION	50.00
MORRISON, JOHN & FRANCES 57 POND LANE BLOCK 304 LOT 26 57 POND LANE VETERAN DEDUCTION	50.00
NORWEST ELECTRONIC TAX SERVICE MS 122575 – 1 HOME CAMPUS DES MOINES, IA. 50328-0001 BLOCK 535 LOT 34 52 MEDALLION LANE VETERAN DEDUCTION	50.00
BLACKWELL, HAZEL R. 12 TENNYSON LANE BLOCK 1110 LOT 50 12 TENNYSON LANE SENIOR CITIZEN DEDUCTIONI	250.00

A RESOLUTION OF THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE
THE DOCUMENT ENTITLED AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS
AND THE FACILITATION AGREEMENT BETWEEN RENEWAL
WILLINGBORO LLC, THE TOWNSHIP OF WILLINGBORO AND
AMERICAN STORES REALTY CORP.

WHEREAS, the Township Council of the Township of Willingboro is the record owner of property formerly known as the Willingboro Plaza and identified on the Tax Map of the Township of Willingboro as Block 3, Lot 4.01; and

WHEREAS, in accordance with a Redevelopment Agreement between the Township of Willingboro and Renewal Willingboro LLC, the equitable interests in the subject property are held by Renewal Willingboro LLC, as the designated redeveloper of the subject property; and

WHEREAS, there exists as a matter of record certain deed restrictions which were granted by a p[rior owner in title to American Stores Realty Corp. for the benefit of American Stores Realty Corp.; and

WHEREAS, those deed restrictions restrict the use of the property in a manner which make it difficult to redevelop the subject property in accordance with the Redevelopment Agreement and the uses permitted under the Zoning Ordinances of the Township of Willingboro; and

WHEREAS, an amicable agreement has been reached between the Township of Willingboro, Renewal Willingboro, LLC and American Stores Realty Corp. to modify those recorded restrictions in a manner which will facilitate athe redevelopment efforts,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of January, 2000, that the Mayor and Clerk be and hereby are authorized to execute the AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS, and the FACILITATION AGREEMENT substantially in accordance with the form of the documents attached hereto, on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be provided to the parties to the agreement for their information and attention.

Res. No. 2000 - 14 cont'd.

JEFFREY E. RAMSEY

MAYOR

The foregoing Resolution is certified to be atrue copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on January 4, 2000.

Rhoda Lichtenstadter, RMC

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE THE DOCUMENT ENTITLED THREE PARTY AGREEMENT BETWEEN RENEWAL WILLINGBORO LLC, MERCK-MEDCO MANAGED CARE, LLC AND THE TOWNSHIP OF WILLINGBORO.

WHEREAS, the Township Council of the Township of Willingboro is the record owner of property formerly known as the Willingboro Plaza and identified on the Tax Map of the Township of Willingboro Block 3, Lot 4.01; and

WHEREAS, in accordance with a Redevelopment Agreement between the Township of Willingboro and Renewal Willingboro LLC, the equitable interests in the subject property are held by Renewal Willingboro LLC, as the designated redeveloper of the subject property; and

WHEREAS, Merck-Medco Managed Care, LLC has announced its intention to locate facilities on a portion of the subject property consisting of 17 acres, which parcel has been approved by the Willingboro Township Planning Board for both subdivision and for site plan; and

WHEREAS, it is necessary to execute various documents and agreements relating to the development of the site and it is necessary for the Township of Willingboro to be a party to those documents and agreements so long as title to the parcel remains with the Township of Willingboro; and

WHEREAS, an agreement has been reached between the Township of Willingboro, Renewal Willingboro, LLC and Merck-Medco Managed Care, LLC, to provide a procedure whereby title to the 17 acre parcel can be developed with title to the property to transfer to Merck-Medco Managed Care, LLC or its designee upon the completion of the construction and renovation in accordance with a separate agreement between Renewal Willingboro LLC and Merck-Medco Managed Care, LLC,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of January, 2000, that the Mayor and Clerk be and hereby are authorized to execute the THREE PARTY AGREEMENT substantially in accordance with the form of the document attached hereto, on behalf of the Township of Willingboro, and

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

Resolution No. 2000 - 15 cont'd.

JEFFRY E. RAMSEY

MAYOR

The forgoing resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on January 4, 2000.

Rhoda Lichtenstadter, RMC

Subject: FW: Three Party Agreement - Merck-Renewal-Township

Date: Mon, 03 Jan 2000 16:04:26 -0500

From: William Kearns < Kearns W@worldnet.att.net>

To: "James E. Ayrer" < Jim Ayrer@aol.com>, "Norton N. Bonaparte Jr." < NBonapar2@aol.com>, Lavonne Bebler Johnson < lbeblerj@bellatlantic.net>,

"Jeffrey E. Ramsey" <JR1099@bellatlantic.net>, Denise Rose <Dealiarose@aol.com>,

"Paul L. Stephenson" <pls@philly.infi.net>,

Rhoda Lichtenstadter RMC < rholicht@bellatlantic.net>,

Eddie Campbell <gunghoeddie@netscape.net>, William Kearns <kearnsw@worldnet.att.net>

I am forwarding the Three Party Agreement between Merck, ReNEWal & the Township to you for your review. It is an attachment, but I have simply clipped it into the end of this e-mail message to make it more convenient for you to read.

You will note that it includes the language that I requested in my e-mail to Dante Romanini. That is in the last part of paragraph #4.

Jeff Ramsey, Norton Bonaparte and I met this afternoon with Bob Stang, Jeff Lucas and Dante Romanini to review the status of everything and the desire of Merck to move quickly [even though the "delay" has been from their end of

A Resolution authorizing this Agreement will be on the Agenda for the meeting tomorrow. I will prepare the Resolution and e-mail it to all of you

Also on the Agenda will be the Resolution which we held in December authorizing the signing of the Agreement with Acme. Copies of that were provided to your earlier.

Progress continues in the New Year.....

If you have any questions, feel free to call me.

Bill Kearns

From: "Dante Romanini" <dromanini@kozlovseaton.com> Date: Mon, 03 Jan 2000 15:22:56 -0500

Subject: Three Party Agreement

Gentlemen:

Pusuant to comments we have recieved from the Township I am attaching a revised Three Party Agreement which had been amended to add language requested by the Township Solicitor. Please reveiw at your earliest convenience. It is our understanding that a resolution authorizing the signing of this document will be on the Township Council's adgenda for tommorrow night.

Dante

THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT is made as of the 2000December, 1999 among THE TOWNSHIP OF WILLINGBORO, a municipality of the State of New Jersey in the County of Burlington with offices located at One Salem Road, Willingboro, New Jersey 08046 (the "Township"), ReNewal

Willingboro, LLC, a New Jersey limited liability company with offices located at 2211 Broadway, Suite 1A, New York, New York 10024 ("ReNewal") and MERCK-MEDCO MANAGED CARE, L.L.C., a Delaware limited liability company with offices located at 100 Parson Pond Drive, Franklin Lakes, New Jersey 07417 ("Merck").

INTRODUCTORY STATEMENTS:

- A. On ________, 1998, the Township and ReNewal Willingboro, LLC entered into an agreement (the "Redevelopment Agreement") for the redevelopment of the Willingboro Plaza Redevelopment Area, more particularly described in Exhibit "A" annexed hereto (the "Town Center").
- B. Pursuant to the Redevelopment Agreement, title to the Town Center has been conveyed to the Township.
- C. By contract of sale being executed and delivered simultaneously herewith (the "Merck Contract"), ReNewal is agreeing to selling to Merck and Merck is agreeing to purchase from ReNewal a tract of land in the Town Center, more particularly described in Exhibit "B" annexed hereto, and the improvements to be constructed thereon (the "Merck Property").
- D. Pursuant and subject to the terms of the Redevelopment Agreement, the Township has agreed to convey portions of the Town Center to ReNewal or its designees.
- E. Merck is not willing to execute the Merck Contract unless this Agreement is simultaneously executed and delivered.
- NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:
- 1 Township agrees to convey the Merck Property by Bargain and Sale Deed with covenant against grantor's acts to Merck at such time as Merck is entitled to such conveyance under the terms of the Merck Contract. Such conveyance shall be without any consideration in excess of the Purchase Price stipulated in the Merck Contract; it being understood that the Township and ReNewal have agreed in a modification of the Redevelopment Agreement in order to account for the conveyance to Merck by the Township.
- 2. Township agrees that, upon conveyance of the Merck Property to Merck, the Merck Property shall be relieved of any further obligations under the Redevelopment Agreement, including any rights of reverter or rescission; provided, however, that nothing herein shall relieve Merck or the Merck Property from compliance with all applicable laws and regulations.
- 3. Pursuant to the terms of the Merck Contract, Merck is paying to ReNewal a deposit of \$\frac{1}{2} (the "Deposit"). Township and ReNewal agree that Merck shall have a vendee's lien on the Town Center to secure the repayment of the Deposit to Merck, if such Deposit is repayable to Merck under the terms of the Merck Contract. Upon the final subdivision of the Merck Property from the balance of Town Center, Merck's vendee's lien shall attach only to the Merck Property.
- 4. The parties agree that ReNewal shall be permitted to encumber the Merck Property in order to obtain construction financing to be used for the facility which is being constructed on the Merck Property by ReNewal so long as any such encumbrance is removed at the time of conveyance of the Merck Property from the Township to Merck. Nothing in this Three Party Agreement shall constitute or create any financial obligation on the part of the Township for the repayment of any deposit paid by Merck to ReNEWal or for the repayment of any financing for the project obtained by ReNEWal or Merck. The obligations of ReNEWal to theTownship under the Redevelopment Agreement, or any amendment thereto, shall continue to be secured by the property set forth in the Redevelopment Agreement, excepting out only the 17 acre parcel which is to be conveyed to Merck.
- 5. The parties acknowledge that this Agreement shall be duly recorded in the real estate records of Burlington County.

The parties agree t and further agree to e necessary to effectuat	o cooperate with regard to all matter contained here: xecute any and all documentation that may be e the terms of this Agreement
IN WITNESS WHEREOF, th day and year first abo	THE TOWNSHIP OF WILLINGBORO
Township Clerk	By:, Mayor
ATTEST:	RENEWAL WILLINGBORO, LLC
	By: Robert Stang Managing Member
ATTEST: CARE, L.L.C.	MERCK-MEDCO MANAGED
By:	
STATE OF NEW JERSEY	}
COUNTY OF BURLINGTON }	}ss.:
I CERTIFY as fo	llows:
1. On JanuaryDecember personally appeared bef	ore me:
2. I was satisfied that	this person is the person who executed the attached the Township of Willingboro, a municipal corporation;
3. This person stated to on behalf of the Townsh instrument as the act o	hat he/she was authorized to execute the instrument ip of Willingboro, and that he/she executed the f such Township.
	A Notary Public or an Attorney At Law of the State of New Jersey
STATE OF NEW JERSEY	}
COUNTY OF BURLINGTON	}ss.:
satisfaction, that: (a) this person i Member of Willingboro Jo (b) this person s instrument on behalf of	anuaryDecember, 20001999, Robert Stang ne, and this person acknowledged under oath, to my state of such executed this document as Managing wint Venture, LLC; stated that he was authorized to execute the Willingboro Joint Venture, LLC; and sted the instrument as the act of such entity.
	A Notary Public or Attorney Of the State of New Jersey
STATE OF NEW JERSEY	}
COUNTY OF BERGEN }	}ss.:

I CERTIFY that on JanuaryDecember _______, 20001999, _______ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the person who executed this document as of Merck-Medco Managed Care, L.L.C.;
- (b) this person stated that he/she was authorized to execute the instrument on behalf of Merck-Medco Managed Care, L.L.C.; and
 - (c) that he/she executed the instrument as the act of such entity.

A Notary Public or an Attorney At Law of the State of New Jersey

TERR0441.DOC

Name: TERR0441.DOC

Type: Winword File (application/msword)

Encoding: base64

A RESOLUTION AUTHORIZING THE TOWNSHIP TO TRANSFER JURISDICTION OF THE ELEVATOR SUBCODE IN WILLINGBORO TO ELEVATOR SAFETY UNIT.

WHEREAS, the State of New Jersey Department of Community Affairs, with principal offices located in Trenton, New Jersey (PO Box 816)in the City of Trenton, County of Mercer and State of New Jersey, is licensed and authorized to provide inspection of all types of elevators pursuant to the New Jersey State Uniform Construction Code Act; and

WHEREAS, the Township of Willingboro, a Municipal Corporation located in the County of Burlington and State of New Jersey, has a need of periodic inspection services of elevators and had previously contracted with Building Inspection Underwriters, Inc. to provide such services; and

WHEREAS, the Township of Willingboro has not continued the prior agreement with Building Inspection Underwriters, Inc. on a month-to-month basis; and

WHEREAS, it is appropriate that there be a written Agreement between the Township of Willingboro and the State of New Jersey Department of Community Affairs for the transfer of jurisdiction to the Elevator Safety Unit; and

WHEREAS, the Township Council of the Township of Willingboro has received the recommendation from the Inspections Department that the Township of Willingboro enter into an agreement with the New Jersey Department of Community Affairs, for the provision of inspections of elevators under the Uniform Construction Code Act.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of January, 2000, that the Mayor and Clerk of the Township of Willingboro be and hereby authorized to execute a resolution with the State of New Jersey Department of Community Affairs for the provision of Elevator Inspection Services as required under the New Jersey State Uniform Construction Code.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to the New Jersey Department of Community Affairs and to the Construction

Code Official and the Chief Financial Officer of the Township of Willingboro for their information and attention.

ATTEST:

Rhoda Lichtenstadter, RMC

TOWNSHIP OF WILLINGBORO DEPARTMENT OF CODE ENFORCEMENT AND INSPECTIONS

1 Salem Road Willingboro, NJ 08046 P.HONE: 877-2200 EXT. 6223

MEMO TO:

Norton Bonaparte, Township Manager

FROM:

Leonard Mason, Director of Inspections

DATE:

January 5, 2000

SUBJECT:

ELEVATOR INSPECTIONS

We have received confirmation from the New Jersey Department of Community Affairs that the Elevator Safety Unit will assume enforcement of the Elevator Subcode in Willingboro and will inspect the elevators immediately. (See copy of letter attached). However, they are requesting a copy of a resolution enacted by the township to transfer jurisdiction to the Elevator Safety Unit.

Attached is a draft of a resolution the elevator inspection services. Please arrange for the passing of said resolution for filing with the State, Willingbore's Chief Financial Officer and my department.

If you have any questions, I am available to discuss them with you.

eonard Mason

Construction Official

Mason

ba

A:t.

Copy: Rhoda Lichtenstadter

A RESOLUTION AUTHORIZING AN APPLICATION TO RECEIVE MONEY UNDER HIGHWAY SAFETY GRANT PROGRAM.

WHEREAS, there are monies available under the Highway Safety Grant with the New Jersey Division of Highway Traffic Safety for Occupant Protection and Aggressive Drive traffic enforcement; and

WHEREAS, it would be in the interest of the Township of Willingboro to apply for said monies;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th of January, 2000, that the Mayor and Clerk are hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Division of Highway Traffic for Occupant Protection and Aggressive Driver Traffic Enforcement in the amount of \$13,520.00.

ATTEST:

Rhoda Lichtenstadter, RMC



State of New Jersey

CHRISTINE TODD WHITMAN

Governor

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
P.O. Box 048
TRENTON, NJ 08625-0048

JOHN J. FARMER, JR. Attorney General

COL. PETER J. O'HAGAN

USMCR Ret.

Director

Governor's Representative

December 17, 1999

Director Benjamin C. Braxton Willingboro Twp. P.D. Salem Road Willingboro, NJ 08046

Dear Director Braxton:

I would like to take this opportunity to invite your department to participate in an innovative program to be funded by my division in the year 2000. As you are aware, death and injuries from motor vehicle crashes influence the quality of life of the people we serve. Our plan is to reduce the effects of these crashes by involving a number of police agencies throughout the state who will deploy officers on an overtime basis to increase our safety belt and child safety seat usage.

The attached package contains all of the specifics of this program, including the application for the grant. Please review all of the material and complete the application as soon as possible so that the project can begin in a timely manner. If you have any questions, please contact Dan Shine of my staff at (609)633-9197.

I look forward to your involvement with this new initiative and thank you for your valuable time and consideration.

Sincerely,

Colonel Peter L

Director

Sup Sh,

PJO/ds



TELEPHONE: (609) 633-9300 FAX: (609) 633-9020

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•			<u> </u>	FOR DHIS	USE ONLY
NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY			PSF		FUNDING SOURCE:
			TAS	SK #:	PROGRAM AREA:
APPLICATION :	FOR HIGHWAY ECT GRANT	SAFETY	PRO	OJECT #:	DATE RECEIVED:
PART I GENERAL INFORMATION					
A. PROJECT TITLE			B. TYPE OF APPLICATION		
OCCUPANT PROTECTION PROJECT			<u>x</u> INITIAL REVISION CONT. YEAR 1 YEAR 2 YEAR 3		
C. NAME OF PROJECT	T CONTACT		D. NAME OF APPLICANT AGENCY		
LT. Brian Cantw	ell	0.5.5	Willi	ngboro Police	Department
E. TELEPHONE NUMB	ER (OF C.) 2280	877- ext.626#		DRESS	_
G. FAX NUMBER 60	9-835-0938			Salem Road .lingboro, N.J	. 08046
H. FEDERAL TAX ID #					
I. TYPE OF GOVERNM STATE			_CITY	<u>x</u> 0TH	HER Municipal
J. GRANT PERIOD			K. PR	OJECT PERIOD	
FROM: January 1, 2000 FROM: January 1, 2000				2000	
TO: Octobe	r 31, 2000			TO: September	30, 2000
BUDGET (Please	complete page	s 4 & 5)			
A. COST CATEGORY	PROJ	ECT PERIOD)	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVIC	ES	\$ 12,520.0	00		12,520.00
(B) CONTRACTUAL SEF	B) CONTRACTUAL SERV.				
(C) COMMODITIES		1,000.0	00		1,000.00
(D) OTHER DIRECT CO	STS				
(E) INDIRECT COSTS					
TOTAL ESTIMATED COSTS (Including Non-Federal Share)		00		13,520.00	
B. SOURCE OF FUNDS (1) FEDERAL	(2) STATE	(3) POLIT	ICAL	(4) OTHER	TOTAL
(.,,	(2) 01/11/2	STATE (3) POLITI SUBDIVIS		(4) OTHER	TOTAL
\$13,520.00					\$13,520.00

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH BURLINGTON COUNTY ON ELECTRICAL AGGREGATION.

WHEREAS, Willingboro Township Council has received information regarding

The Joint Program for Electrical Aggregation with the County of Burlington; and

WHEREAS, Willingboro Township Council feels that it is in the best interest

Of the Township to become part of this program at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of January, 2000, That the Mayor and Clerk are hereby authorized to sign any documents in connection With this Joint Agreement.

BE IT FURTHER RESOLVED that copies of this resolution be provided

To the Chief Financial Officer and Burlington County for their information and

Attention.

EFFREY E. RAMSE

Mayoi

ATTEST

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 2000 - 19 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 matteror 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 <u>Jan. 18</u>, 2000, that an Executive Session closed to the public shall be held on <u>Jan. 18</u>, 2000 at 10:20p.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

Rhoda Lichtenstallter, RMC

A RESOLUTION AWARDING PRINTING BID FOR 2000.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2000 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 PHILLIPS-HALPERN, MGL, TAPCO; 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 18th day of January, 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.

MAXOR

MAYOR

ALYESI.

Rhoda Lichtenstadter, RMC

Page 2.

Schedule of award of printing bid January 18, 2000

<u>JORDAN'S – DISQUALIFIED SEE ATTACHED LETTER AND LEGAL OPINION</u> BID AWARDED TO NEXT LOWEST BIDDER

MGL

18, 19, 24, 25, 34, 35, 36, 71, 72, 73

PHILLIPS-HALPERN

1,2,3,4,5,11,12,13,15,20,21,22,23,26,27,28,29,30,31,32,37,38,39,41,42,43,44,45,47,51,52 53,54,55,56,57,58,60,61,62,63,64,65,68,69,74,75,76,77,78,79,80,81,84,85,87,90,92,93,94 97,98,99,102,103,107,109,111,112

TAPCO

14

NO BIDS – (31 ITEMS)

7,8,9,10,16,17,33,40,46,48,49,50,59,66,67,70,82,83,86,88,89,91,95,96,100,101,104,105, 106,108,110

Phillips-Halpern, Inc. 1509 Rt. 38. Mt. Holly, New Jersey 08060 261-1024 FAX 267-1432

MGL FORMS

17 Commerce Street Chatham, N.J. 07928 1-973-635-6073 – FAX 1-973-635-45449

TAPCO, INC. Fort Dix Road P.O. Box 307 Pemberton, New Jersey 08068 894-2282 FAX 894-0855

CERTIFICATE OF AVAILABILITY OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingbor	o haing the Chief
Financial Officer of the Township of Willingboro, do hereby cert	ify, pursuant to the
Rules of The Local Finance Board, that there are are not (cross	s out one) available
adequate funds for the proposed contract between the Township	of Willingboro and
Phillips-HALDERY, MG-L, TAPCO 2000 - Printing Bid	
2000 - Printing Bid	
The money personner to facility	•
The money necessary to fund said contract is in the amoun	nt of <u>S</u>
and, upon approval of the contract, the funds shall be charged to	
and, upon approval of the contract, the funds shall be charged to	the following line These funds are not
and, upon approval of the contract, the funds shall be charged to item appropriation of account number	the following line These funds are not
and, upon approval of the contract, the funds shall be charged to item appropriation of account number	the following line These funds are not
and, upon approval of the contract, the funds shall be charged to item appropriation of account number	the following line These funds are not
and, upon approval of the contract, the funds shall be charged to item appropriation of account number	the following line These funds are not

Joanne Diggs Finance Director

cc: Township Solicitor Township Auditor

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 1st day of February, 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 H. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15 TH FLR UNIONDALE, NEW YORK 11556-0172 BLOCK 701 LOT 14 43 GARLAND LANE VETERAN DEDUCTION	50.00
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15 TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 1120 Lot 16 36 TOWER LANE VETERAN DEDUCTION	50.00
NORWEST MTG. INC. PO BOX 982 FREDERICK, MD 21705 BLOCK 731 LOT 42 48 GALLAWAY LANE VETERAN DEDUCTION	50.00
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15 TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 1023 LOT 43 66 NIAGARA LANE VETERAN DEDUCTION	50.00
MOORE, BURNEST & HAZEL 35 EMPIRE LANE BLOCK 813 LOT 20 35 EMPIRE LANE SENIOR CITIZEN DEDUCTION	250.00
NORWEST ELECTRONIC TAX SERVICE MS 122575 1 HOME CAMPUS DESMOINES, IA 50328-0001 BLOCK 710 LOT 6 19 GRANITE LANE VETERAN DEDUCTION	50.00
MULLEY, JEAN 100 NEW CASTLE LANE BLOCK 1018 LOT 25 100 NEW CASTLE LANE SENIOR CITIZEN DEDUCTION	250.00

TRANSAMERICA REAL ESTATE TAX SERVICE' 172 EAB PLAZA W. TOWER 15 TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 536 LOT 5 10 MARBORO LANE VETERAN DEDUCTION	50.00
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15 TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 311 LOT 9 38 PRIMROSE LANE VETERAN DEDUCTION	50.00
NORWEST ELECTRONIC TAX SERVICE 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 109 LOT 34 23 SHETLAND LANE VETERAN DEDUCTION	50.00
NORWEST ELECTRONIC TAX SERVICE 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 608 LOT 96 111 HOLBROOK LANE VETERAN DEDUCTION	50.00
SOURCE ONE MTG. 27555 FARMINGTON ROAD FARMINGTON HILLS, MI 48334-3357 BLOCK 527 LOT 25 39 MIDFIELD LANE VETERAN DEDUCTION	50.00
JOHN A. HUNTER 111 TYLER DRIVE BLOCK 1109 LOT 3 111 TYLER DRIVE VETERAN DEDUCTION	50.00
MYRTLE H. TURNER 9 HELM TURN BLOCK 633 LOT 3 9 HELM TURN SENIOR CITIZEN DEDUCTION	250.00

TRANSAMERICA REAL ESTATE TAX SERVICE 50.00 172 EAB PLAZA W. TOWER 15TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 1003 LOT 122 NOTTINGHAM DRIVE **VETERAN DEDUCTION** FIRST AMERICAN REAL ESTATE TAX SERVICE 50.00 333 EARLE OVINGTON BLVD SUITE 300 UNIONDALE, NEW YORK 11553 BLOCK 720 LOT 16 **45 GLENVIEW LANE VETERAN DEDUCTION** LIONEL H. AMAND 50.00 24 FLEETWOOD PLACE BLOCK 1202 LOT 101 24 FLEETWOOD PLACE **VETERAN DEDUCTION** PETER K. FULLAM 50.00 25 TULIP LANE BLOCK 1134 LOT 3 25 TULIP LANE **VETERAN DEDUCTION**

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 1st day of February, 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

Rhoda Lichtenstadter,RMC

INTEROFFICE MEMORANDUM

MEMO TO:

Norton N. Bonaparte, Township Manager

Rhoda Lichtenstadter

FROM:

Leonard Mason

DATE:

February 1, 2000

SUBJECT:

PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$20,775.00 for the time period of October 5, 1999 thru February 1, 2000.

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

ADDRESS	BLOCK & LOT	AMOUNT	WORK DONE
50.5	D	Grass Cutting	
52 E	Properties	\$3920.00	(Most properties were billed to Twp.late)
		* * * *	
36 Meadowlark 85 Thornhill 32 Holstone 59 Northgate 28 Plumtree	1105-14 635-17 1017-14	\$ 260.00 \$1558.00 \$ 240.00 \$1770.00 \$ 630.00	Board up - fire Treat for infestation Replace furnace Reroof rear of gar roof; rpr/paint gar dr,fascia,
32 Buckingham	227-10	\$3032.00	<pre>gutter, etc. Reroof entire rear of hse; install & finish dry wall in foyer</pre>
1 Babcock 72 Bolton 1 Marchmont 30 Montrose 97 Gabriel 91 Shawmont 66 Sussex 58 Clubhouse 153 Sheffield	507-5 707-4 106-25 103-6	\$ 95.00 \$ 145.00 \$ 172.00 \$ 155.00 \$ 75.00 \$ 605.00 \$ 528.00 \$4200.00 \$3390.00	Rem carpet, etc.from curb Rem all debris Rem garbage & debris Trim/rem dead/dying limbs Clean up prop/rem debris
	TOTAL	\$20775.00	

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

Leonard Mason

Director of Inspections

ba

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
1997	544.01/38.38	Valerie Pressley	\$3,677.50
Correct A	Assessment	•	612.92
Amount t	to be cancelled.		
			3,064.58

WHEREAS, the above taxes were erroneously placed on the property as 1999 added assessment by the Tax Assessor.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of February 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.

JEFFRYE. RAMSEY

MAYOR

Rhoda Lichtenstadter, RMC

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION FOR 2000

WHEREAS, Willingboro Township Council, on the 4th of January, 2000 did adopt an Emergency Temporary Resolution as provided by the revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 4, 2000.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of February, 2000, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

DEFERRED COST

150,000

TOTAL

150,000

ATTES

Rhoda Lichtenstadter, RMC

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN A SUBGRANTEE AGREEMENT FOR 1999-2000 JAZZ FESTIVAL FROM THE NEW JERSEY COUNCIL OF THE ARTS

WHEREAS, the Willingboro Township Recreation Department will receive A grant for \$4,400 for 1999 – 2000 JAZZ FESTIVAL,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of The Township of Willingboro, assembled in public session this 1st day of February, 2000, that the Mayor and Clerk are hereby authorized to sign all documents concerning this subgrantee agreement.

MAYOR

Rhoda Lichtenstadter, RMC

WILLINGBORO RECREATION DEPARTMENT

Memorandum

DATE: January 10, 2000

R K

TO:

NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER

FROM: **SUBJECT:**

HARRY W. McFARLAND, SUPERINTENDENT

99/00 REGRANT DOCUMENT REQUIREMENTS - JAZZ FEST

Attached are five (5) copies of our 1999-2000 Subgrantee Agreement for the Jazz Fest held in August. Please have the Township Clerk obtain the appropriate signatures and seals, then return to our department to be forwarded with other materials.

We need to have completed information as soon as possible so we can submit the completed packet as required.

PHODA

Harry W. McFarland, Superintendent bublic Works/Recreation Department

HWM/jc Att: 5

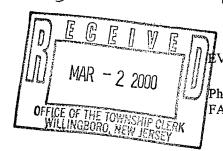
John F. Kennedy Building 429 J. F. Kennedy Way Willingboro, NJ 08046

Phone: 609-871-5700

Fax: 609-871-6990

Board of Chosen Freeholders County of Burlington New Jersey

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



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

March 1, 2000

Township of Willingboro 1 Salem Rd. Willingboro, NJ 08046

Dear Sir/Madam:

Enclosed please find a copy of a fully executed Agreement for your files.

Very truly yours,

EVAN H.C. CROOK

BURLINGTON COUNTY SOLICITOR

EHCC/pad Enclosure

wp-admin/out.ks

belo	w satisfaction of the following conditions:
***************************************	signatures and corporate seal
	certificate(s) of insurance in accordance with Paragraph 9
****	compliance with nondiscrimination/affirmative action provision of Paragraph 22
	* * * * * * * * * * * * * * * * * * * *

NEW JERSEY STATE COUNCIL ON THE ARTS 1999-2000 BURLINGTON COUNTY LOCAL ARTS PROGRAM GRANT SUBGRANTEE AGREEMENT

SUBGRANTEE:

Willingboro Township Recreation Department

SUBGRANT AMOUNT:

\$4,400.00

ACTIVITIES:

Jazz Festivals in 1999 and 2000

THIS AGREEMENT is made and entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, a body politic and corporate of the State of New Jersey, with administrative offices at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter, the "Board"), and the SUBGRANTEE named above.

WITNESSETH:

WHEREAS, the Board has been awarded grant funds from the New Jersey State Council on the Arts ("NJSCOA"), which funds are to be used for the support of local arts development through subgrants to local organizations, grantee-sponsored projects and services and professional administration in accordance with the Board's application for block grant funds and supplemental application; and

WHEREAS, the Board has executed a grant agreement with NJSCOA, effective for the period July 1, 1999 through December 31, 2000; and

WHEREAS, the SUBGRANTEE has proposed to conduct the programs or activities described above for Burlington County residents, which programs or activities are believed to be consistent with the purposes of the NJSCOA's grant to the Board; and

WHEREAS, the Board believes that the SUBGRANTEE'S programs or activities are beneficial to Burlington County residents and that awarding a subgrant to the SUBGRANTEE is in

the public interest;

NOW, THEREFORE, in consideration of the benefits accruing to each, the parties hereto agree as follows:

- 1. This Agreement shall be effective upon execution hereof by both parties and Board approval of all documents required to be submitted by the SUBGRANTEE.
- 2. The SUBGRANTEE shall perform the programs or activities described on page 1, in accordance with its proposal to the Board, during the period July 1, 1999 through December 31, 2000. The SUBGRANTEE shall abide by the terms and conditions specified in the grant agreement between the NJSCOA and the Board applicable to the SUBGRANTEE. It shall be the SUBGRANTEE's responsibility to ensure its compliance therewith and its failure to do so shall constitute grounds for termination of this agreement and forfeiture of grant monies. In addition, the Board shall be entitled to demand repayment of grant monies paid to the SUBGRANTEE if it determines that the SUBGRANTEE has failed to comply therewith.
- 3. For the performance of the programs or activities by the SUBGRANTEE the Board agrees to award to the SUBGRANTEE the amount stated above from the grant funds awarded to the Board.
- 4. The SUBGRANTEE shall be entitled to payment on a reimbursement basis in accordance with the Board's practices. The SUBGRANTEE shall be responsible for submitting completed County voucher forms and other required documentation. Each application for payment shall be accompanied by a written report detailing the costs incurred for which reimbursement is sought. The SUBGRANTEE's reports shall be in the form and submitted within the time period specified by the Board's Division of Cultural and Heritage Affairs. The SUBGRANTEE shall not be entitled to reimbursement for SUBGRANTEE costs which are reimbursed by any other person, agency or instrumentality.
- 5. The SUBGRANTEE shall maintain accurate and descriptive records pertaining to the performance of the programs or activities and expenditures made pursuant to them and shall make all of its records pertaining to the programs or activities available to authorized representatives of the Board and the NJSCOA to enable review of the SUBGRANTEE's programs or activities and its expenditure of funds awarded pursuant to this Agreement. The SUBGRANTEE shall maintain its records pertaining to the performance of the programs or activities funded pursuant to this Agreement for not less than three (3) years after January 31, 2001 or after completion of any audit or litigation of claims arising from the SUBGRANTEE's performance of the programs or activities, whichever is later. Notwithstanding the foregoing, if any law applicable to the SUBGRANTEE or its programs or

activities requires record retention for a period longer than three years, the SUBGRANTEE shall comply therewith. In the event the SUBGRANTEE ceases to operate within the above-described period it shall surrender its records regarding the programs or activities funded pursuant to this agreement to the Board.

- 6. The Burlington County Treasurer shall be entitled to review and/or evaluate the SUBGRANTEE's administration, fiscal policies, personnel policies and resource utilization, but nothing herein shall obligate it to do so. The SUBGRANTEE shall utilize generally accepted accounting practices to accurately record and report its expenditure of funds awarded hereunder.
- 7. The Board shall be entitled to monitor the SUBGRANTEE to assess the benefit to the community of the SUBGRANTEE's programs or activities.
- The SUBGRANTEE shall be solely responsible for and shall keep, save and hold harmless the Board, its officers, servants, agents and employees, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses incurred or suffered on account of injury or loss of life or loss of property of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the SUBGRANTEE, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to this Agreement or the failure of the SUBGRANTEE, its employees, agents, servants or subcontractors to comply with any term or condition of this The SUBGRANTEE's liability under this Agreement shall continue after termination hereof with respect to any liability, loss, expense or damage resulting from acts or omissions by the SUBGRANTEE, its employees, agents, servants or subcontractors occurring prior to termination.
- 9. The SUBGRANTEE shall secure and maintain the following insurance coverage during the term of this Agreement:
- a. all statutory workers compensation and employer liability coverage required to be held by law;
- b. comprehensive, all risks general liability coverage for personal injury and property damage liability of not less than \$1,000,000.00 for each occurrence and \$1,000,000.00 annual aggregate, and
- c. automobile bodily injury and property damage liability coverage of not less than \$1,000,000.00 combined single limit.
- 10. Within ten (10) days of its execution of this Agreement the SUBGRANTEE shall provide the Board with copies of

all policies required by Paragraph 9 or certificates of insurance evidencing that said insurance is and will be in effect during the term July 1, 1999 to December 31, 2000.

- 11. In its advertising, promotional materials and written matter the SUBGRANTEE shall not state or imply that its programs and/or activities are "sponsored" or "co-sponsored" by the NJSCOA without the express, written consent of the NJSCOA. In addition, the SUBGRANTEE shall neither state nor imply that it received funds directly from the NJSCOA; rather, it shall utilize the following language unless the SUBGRANTEE secures Board approval to use alternate language: "Funding has been made possible in part by the New Jersey State Council on the Arts/Department of State, a Partner Agency of the National Endowment for the Arts, from a grant to the Division of Cultural and Heritage Affairs of Burlington County." SUBGRANTEE shall also comply with such additional directives and instructions from the Board pertaining to advertisements concerning the source of grant funds. All advertising mentioning the Board or the County Cultural and Heritage Department other than as provided herein must be approved by the Board in advance of its use.
- 12. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, and in the procurement, manufacture, assembling or furnishing of any materials, equipment, supplies or services to be provided hereunder SUBGRANTEE and all persons acting on its behalf shall not intimidate or discriminate against any employee or applicant for employment who is available and qualified to perform the work to which the employment relates because of age, race, creed, color, national origin, ancestry, marital status, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.
- 13. SUBGRANTEE agrees to take affirmative action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war. This agreement to not intimidate and discriminate includes, but is not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. SUBGRANTEE agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.
 - 14. SUBGRANTEE agrees to state in all solicitations or

advertisements for employees placed by or on behalf of SUBGRANTEE that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

15. SUBGRANTEE agrees to send a notice advising of the commitments made in paragraphs 12, 13 and 14 to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding and to post copies of the notice in conspicuous places available to employees and applicants for employment.

Note: The next four paragraphs apply to all providers who are not performing under an existing federally approved or sanctioned affirmative action program and who have employees or who hire employees to operate the programs or activities to be funded pursuant to this agreement. Both the preceding and following nondiscrimination provisions apply to any subcontractors which SUBGRANTEE might retain.

- 16. SUBGRANTEE agrees to comply with P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.) as amended and supplemented from time to time, and all regulations promulgated pursuant thereto which are currently codified at N.J.A.C. 17:27. SUBGRANTEE agrees to comply with all regulations promulgated pursuant to N.J.S.A. 10:5-36. SUBGRANTEE's failure to comply with these laws and regulations shall be grounds for termination of this agreement.
- 17. SUBGRANTEE agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated pursuant to P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.), as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-36.
- 18. SUBGRANTEE agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- 19. SUBGRANTEE agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and applicable federal law and federal court decisions.
- 20. SUBGRANTEE agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war and to conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- 21. SUBGRANTEE and the Board agree to furnish such reports or other documents to the State Affirmative Action office as it may request from time to time in order to carry out the purposes of these regulations and for conducting a compliance investigation pursuant to subchapter 10 of N.J.A.C. 17:27.
- SUBGRANTEE shall not be entitled to payment for services performed pursuant to this agreement unless it has submitted to the County Solicitor either evidence that SUBGRANTEE is operating under an existing federally approved or sanctioned affirmative action program or a Certificate of Employee Information Report Approval. If SUBGRANTEE cannot produce such evidence or Certificate it shall complete an Employee Information Report (Form AA 302). SUBGRANTEE may secure a copy of this form from the County of Burlington, Division of Purchase, New Jersey Affirmative Action office, 49 Rancocas Road, Mt. Holly, NJ Upon completion thereof, SUBGRANTEE shall transmit the "Public Agency" copy of the Employee Information Report to the Burlington County Legal Department, 49 Rancocas Road, Mt. Holly SUBGRANTEE is to retain the "Contractor" copy of the form and transmit the other copies to: Affirmative Action Office, Department of the Treasury, State of New Jersey, P. O. Box 1829, CN 209, Trenton, NJ 08625-0209.
- 23. This contract may be canceled or terminated by the Board and all money due or to become due hereunder may be forfeited for any violation of the above non-discrimination paragraphs which occur after notice to SUBGRANTEE of any prior violation. The Board may also deduct from the amount payable by the Board hereunder a penalty of \$50.00 per day for each person intimidated or discriminated against in violation of the above provisions.
 - 24. SUBGRANTEE shall not limit or restrict access to

its programs or activities funded pursuant to this agreement on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

- 25. The SUBGRANTEE hereby affirms that no person has made or agreed to make on the SUBGRANTEE's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of the SUBGRANTEE as a grant recipient within the two years preceding execution of this Agreement.
- 26. The SUBGRANTEE shall not assign any portion of its services required to be performed without prior written approval of the Board. All subcontractors shall be bound by and required to comply with all terms and conditions of this Agreement.
- 27. It is mutually understood and agreed that the SUBGRANTEE is and will be acting and performing as an independent contractor, and not as the Board's agent. The SUBGRANTEE shall not at any time act as agent for the Board except as the Board may expressly authorize in writing. Nothing herein shall be construed to create an employer-employee relationship between the Board and the SUBGRANTEE or between the Board and the SUBGRANTEE's employees or volunteers.
- 28. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach. Failure of the Board to declare the SUBGRANTEE in breach of this Agreement shall not operate or be deemed to be a waiver thereof.
- 29. Board approval of or payment to the SUBGRANTEE shall not constitute nor be deemed to be a release of responsibility and liability of the SUBGRANTEE, its employees, associates, agents, consultants and volunteers for the SUBGRANTEE's program, nor shall such approval or payment be deemed to be an assumption of such responsibility by the Board for any defect in the SUBGRANTEE's work or any act or omission by the SUBGRANTEE which is found to be harmful to any person or property.
- 30. This Agreement may be terminated by either party without cause on thirty (30) days' prior written notice. In addition, the Board shall be entitled to terminate this Agreement without prior notice if it finds that the SUBGRANTEE or its agents have engaged in unethical or illegal conduct or if the SUBGRANTEE fails to operate its program in the manner and consistent with the terms of this Agreement and the grant

agreement between the Board and the NJSCOA.

- 31. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or written matter not contained in this instrument shall have any force or effect, except as provided for herein. This agreement is contingent upon the Board's receipt of the aforementioned grant from the NJSCOA. It shall not be liable for breach of this agreement if the Board does not receive the full amount of such grant.
- 32. This Agreement shall be governed by and construed in accordance with New Jersey law. If any provision of this Agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- 33. This Agreement may only be amended by a writing executed by both parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY	WILLINGBORO TOWNSHIP RECREATION DEPARTMENT
- Triduck Stalds	Deffrey & Same
Title:	Typed Name: Jerkey Flansey
Date: 2/18/00	Title: MAYAR
Witness/ Attest: Cindy C. Noley	Attest: Oktob hell
Oxaren Chase	
Karen Chase, Burlington County	
Division of Cultural and Heritage A	Affairs

RESOLUTION NO. 2000 - 26

A RESOLUTION FOR A SPECIAL PROJECTS GRANT FROM BURLINGTON COUNTY CULTURAL AND HERITAGE COMMISSION FOR JAZZ FESTIVAL.

WHEREAS, the Willingboro Township Council desires to seek a Special Project Grant, in the amount of \$5,000, from the Burlington County Cultural and Heritage Commission under the New Jersey State Council on the Arts Department of State:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of February, 2000, that the Finance Director and Superintendent of Recreation are hereby Authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

JEHFREN E. MAYOR

Rhoda Lichtenstadter, RMC

Township Clerk

WILLINGBORO RECREATION DEPARTMENT

P

Memorandum

DATE: January 26, 2000

B

To:

NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER.

From:

HARRY W. McFARLAND

Subject:

2001 JAZZ FEST RESOLUTION

Attached is a copy of our last Jazz Fest Resolution. Please have the Township Clerk prepare a new Resolution for our 2001 Jazz Fest Grant Application. Resolution can then be returned to our department to be forwarded with other materials.

W

0

RK

DEP

EPARTWENT

We need to have completed Resolution as soon as possible so we can submit the completed packet as required.

Harry W McFarland Superin

Harry W. McFarland, Superintendent Public Works/Recreation Department

HWM/jc Att: 1

Host Tr.

John F. Kennedy Building 429 J. F. Kennedy Way Willingboro, NJ 08046

Phone: 609-871-5700

Fax: 609-871-6990

RESOLUTION NO. 2000 - 27

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

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

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

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

- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 matteror 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 <u>Eeb. 2</u>, 2000, that an Executive Session closed to the public shall be held on <u>Feb. 2</u>, 2000, at 8:05 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR

Jeffrey(E. Ramsey

Rhoda Lichtenstadter, RMC

Township Clerk

RESOLUTION NO. 2000 - 28

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE TOWNSHIP OF WILLINGBORO, WITH RENEWAL & CROXTON COLLABORATIVE ARCHITECTS

WHEREAS, the Township of Willingboro, and RENEWAL have entered Into an agreement for the redevelopment of the Willingboro Plaza; and

WHEREAS, RENEWAL contemplates retaining CROXTON COLLABORATIVE ARCHITECTS in connection with the Library Project;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 2000, that the Mayor and Clerk are hereby authorized to sign the attached MEMORANDUM OF UNDERSTANDING.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Renewal Realty and Croxton Collaborative Architects.

DEPUTY MAYOR

Rhoda Lichtenstadter, RMC

Township Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of the __ day of January, 2000 among the Township of Willingboro, New Jersey (the "Township"), ReNEWal Willingboro, LLC ("ReNEWal") and Croxton Collaborative Architects, P.C. (the "Architect").

WITNESSETH

WHEREAS, the Township and ReNEWal have entered into an agreement (the "Redevelopment Agreement") for the redevelopment of the former Willingboro Plaza into the Willingboro Town Center (the "Town Center");

WHEREAS, the Township and ReNEWal contemplate entering into an amendment (the "Amendment") to the Redevelopment Agreement to provide for, among other things, authorization for the Township to retain ReNEWal as developer with respect to the adaptive reuse of the former Woolworth Building at the Town Center for the new Willingboro Town Library (the "Library Project");

WHEREAS, pursuant to the Amendment, the Township and ReNEWal also contemplate entering into a Development Agreement, which agreement will set forth the specific terms, conditions, rights and responsibilities of the parties with respect to the design, development and construction of the Library Project; and

WHEREAS, ReNEWal contemplates retaining the Architect pursuant to an Architect Agreement for services in connection with the Library Project for a fee of \$415,000 (less the amount of grants obtained by the Architect for the Library Project).

RR

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

- 1. The Township and ReNEWal agree as promptly as reasonably practical after the execution of the MOU to commence the preparation and negotiation of a Development Agreement in connection with the Library Project.
- 2. The Architect and ReNEWal agree as promptly as reasonably practical after the execution of the MOU to commence the preparation and negotiation of an Architect Agreement in connection with the Library Project.
- 3. The parties acknowledge that the Architect has been providing services with respect to the Library Project in an amount equal to \$62,422.52 to date as set forth on the Architect's invoices attached hereto, and in consideration for such services, ReNEWal has paid to Architect such amount.
- 4. The parties acknowledge that it is in their best interest for the Architect not to stop work on the Library Project but to continue providing its services while they use their best efforts to negotiate the Development Agreement and the Architect Agreement, respectively.
- 5. In contemplation of an executed Development Agreement and Architect Agreement, the Township hereby agrees to pay ReNEWal \$62,422.52 for the Architect's services rendered to date against the Architect's fee for the Library Project of \$415,000 (less the amount of grants obtained by the Architect). In addition, the Township agrees to continue to pay the Architect that portion of its fee as it becomes due and payable upon

receipt of a proper invoice for services rendered until the Development Agreement and Architect Agreement are executed.

- 6. In consideration for such payments, the Architect hereby agrees to continue providing its services for the Library Project as provided herein while the Architect Agreement is being negotiated and executed.
- 7. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8. The parties agree to cooperate with regard to all matters contained herein and further agree to execute any and all documentation that may be necessary to effectuate the transactions contemplated herein.

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

RENEWAL WILLINGBORO, LLC

Name: ROBERT B. STANG Title: MANAGENG MEMBER

THE TOWNSHIP OF WILLINGBORO

Jeffrey F. Ramsey

CROXTON COLLABORATIVE ARCHITECTS, P.C

3y:____

Name:

Title:



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

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

February 16, 2000

Robert Stang ReNEWal Realty, LLC 2211 Broadway, Suite 1A New York, New York 10024

Dear Bob:

Enclosed are two signed originals of the Memorandum of Understanding, pertaining to the architectural agreement for the construction of the Township's new library at the Willingboro Plaza.

If any further documentation is necessary, please feel free to contact me.

Sincerely,

Norton N. Bonaparte, Jr. Township Manager

NNB:cs

c:

Township Clerk Lichtenstadter

RESOLUTION NO. 2000 -29

A RESOLUTION TO CANCEL TAXES ERRONEOUSLY ASSESSED.

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
1999	1117/17	Robert Shelby	\$4,754.40
2000	1117/17	Robert Shelby	2,377.00

WHEREAS, the above taxes were erroneously placed on the property as 1999 added assessment by the Tax Assessor.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of February 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.

Rhoda Lichtenstadter, RMC

Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO



DATE:

February 9, 2000

TO:

Mr. Norton Bonaparte

FROM:

Joanne G. Diggs

SUBJECT:

Council Items

There was an added assessment for 1999 and 2000 taxes placed on this property in error. The adjustment was already in the 1999 Tax Duplicate. The added therefore created a double billing for 1999 and the first half of 2000.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter



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

TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

ASSESSOR'S OFFICE

July 1, 1999

Robert Shelby 25 Timber Lane Willingboro, New Jersey 08046

Re:

1999 Added/1998 Omitted Assessment

Block: 1117, Lot: 17 25 Timber Lane Willingboro Township

Dear Mr. Shelby:

This is not a bill, it is a courtesy letter from the Assessor's Office for your advise only.

An ADDED ASSESSMENT is being levied against your property for the following:

Improvement:

Exempt to Ratable

Assessed Value:

\$140,000

Months Assessed for 1999:

12 months 1999 - approx. taxes \$4,531.80

Months Assessed for 1998:

12 months 1998 - taxes \$4,531.80

If you are a new property owner, contact your title company in reference to this bill.

You will receive a separate bill from the Tax Collector's Office by October 25, 1999, payable by November 1, 1999.

Contact our office by the end of August, at the latest, if your are not in agreement with our findings. (609-877-2200, Extension 6212)

Please direct all questions in reference to your tax bill to the Tax Collector's Office. (609-877-2200, Extensions 6207, 6289 or 6206)

Sincerely.

William R. Tantum, C.T.A.

Assessor

WRT/bo Enc. c:file aa/oa//ltr/

RESOLUTION NO.2000 - 30

RESOLUTION OF PARTICIPATION
A RESOLUTION APPROVING PARTICIPATION WITH THE
STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES
PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL
JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY IN THE
AMOUNT OF \$60,000.

WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program; and

WHEREAS, the Willingboro Township Council has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of February, 2000; and

- 1. As a matter of public policy Willingboro Township wishes to participate to fullest extent possible with the Dept. of Law and Public Safety.
- 2. The Attorney General will receive funds on behalf of the applicant.
- 3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
- 4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

JEFFREY E. RAMSEY

MAYOR

ATTESЂ:

Rhoda Lichtenstadter, RMC

Township Clerk

NEW JERSEY SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted
at the meeting of the Lindbres Township Council held on the (GOVERNING BODY/BOARD OF FINANCE OF UNIT OF GOVERNMENT)
day of February, 19200 and duly recorded in my
office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution
were observed; and that I am duly authorized to execute this certificate.
DATED this 15th day of Feb , 19200
SEAL SIGNATURE OF CERTIFYING OFFICER)
Township Clerk (TITLE OF CERTIFYING OFFICER)

(Rev'd 6/99)



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE SUBGRANT AWARD

PROJECT TITLE	SUBGRANT	AMC	UNT	
SAFE AND SECURE COMMUNITIES PROGRAM	STATE	\$	60,000	
IMPLEMENTING AGENCY/PROJECT DIRECTOR	M ATCH TOTAL	\$ \$	Fringe Benefits 60,000	
WILLINGBORO TOWNSHIP POLICE DEPARTMENT		•	00,000	
DENISE M. ROSE, DEPUTY TOWNSHIP MANAGER				
SUBGRANTEE	DATE OF AV	VARE)	
TOWNSHIP OF WILLINGBORO				

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c.220 (N.J.S.A. 52:17B-159 et seq.), and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety (copy of which is attached hereto), all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letter 98-07 (if applicable). It is subject also to any special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBGRANTEE	FOR THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
Signature of Authorizing Official	John J. Farmer, Jr., Attorney General or Designee
TYPED NAME OF OFFICIAL and TITLE	Date
JEFFREY E. RAMSEY, MAYOR	
	Subgrant Number: P-1982
N/A L&PS Chief Fiscal Officer (If applicable)	Date Application Received: February 25, 2000
N/A L&PS Project Director (If applicable)	Subgrant Period: <u>4/04/00 to 4/03/01</u>
,	Subgrantee Fiscal Year Start Date: April, 2000

Township of Willingboro

Memorandum

To: Norton N. Bonaparte, Jr., Township Manager From: Denise M. Rose, Deputy Township Manager

Date: February 11, 2000

Re: New Jersey Safe and Secure Communities Program

The New Jersey Division of Criminal Justice is accepting continuation applications for the 2000 funding cycle of the Safe and Secure Communities Act Grant Program.

The Township received its first Safe and Secure Community Grant award in 1994. The funding has been used to support the Township's Community Policing efforts. Specifically it has provided partial funding for the salary of one police officer and an office manager. As in previous years the funding if awarded will be in the amount of \$60,000 to provide partial funding of the positions noted above.

Two copies of the application package with original signatures must be submitted no later than March 7, 2000. I have enclosed copies of the following documents for Township Council review and approval:

- 1. Township Council Resolution
- 2. Application Authorization
- 3. Grant Agreement Certification
- 4. General Conditions
- 5. Appendices

App\loretta\safe

NEW JERSEY SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorizati Justice for a	on to submit an application to the Department of Law an a project entitled:	d Public Safety, Division of Criminal
	Camunity Policing	
at an	n estimated total project cost of \$_60,000.00	
the Condition	igned agrees, upon approval of this project, on behalf of tons Applicable to Grants Awarded. Further, the undersignting of local funds with state funds, and that this project ment.	med makes assurances concerning the
Compleme	nt of Officers and Other Law Enforcement Personnel	:
The undersi department	gned certifies that, as of the date of this document, the st with respect to the number of actively employed personn	affing of the applicant police lel is as follows:
<u>7</u>	employees who perform services, thereby allow	forcement Personnel (non-police in paperwork and related support ing police officers to devote more
Civil Right	time to direct community of the communit	ity policing duties)
The undersi required, ha	gned also certifies that the following procedures covering ve been undertaken and completed.	g "Civil Rights Compliance," where
1.	An Equal Employment Opportunity Program (Affirmative Action Plan) covering the employment practices of the implementing agency has been executed and is available for review.	_x_ Yes No
2.	The required certificate indicating existence of a written Equal Employment Opportunity Program has been filed with the Department of Law and Public Safety, Division of Criminal Justice either with this application or with a previously approved application involving the same implementing agency.	YesNo
	Date certificate filed	

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction:

- 1. The prospective grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- 2. Where the prospective grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3. It is further agreed that this certification shall be obtained from any other supplier of goods or services when the grantee uses funds to purchase equipment under this project.

Drug-Free Workplace

The applicant assures that it will comply with Title V of the Anti-Drug Act of 1988 and regulations promulgated by the Federal government to maintain a drug-free workplace.

This application consists of the following attachments in addition to this form:

Section A

Attachment 1: Description of Prior Grant's Activities

Attachment 2: Project Budget

Section B

Grant Agreement Certification
General Conditions Applicable to All Grants Awarded
Special Conditions Applicable to Awarded Grant
Resolution of Participation with Certification by Recording Officer

Signature:			
Printed Name:	Jeffrey Ransey		
Title: <u>Mayor</u>			
Unit of Government:_	Township of Willingboro	Date:	

(rev'd 6/99)

	Applicant: Appendix "A"				
	Section A - Budget Detail (Estimate) Whole Dollars Only	~			
	COST ELEMENT		State Share	Local Match	Project Total
A. Salaries and Wages					·
Position	Current % of time . Annual Salary				
Police Officer	100 60,001		20,271	39,730	60,001
Civilian Office Manager	39,729		39,729		39,729
Managar III a sa					
				-	
	Sub-Total Salaries		000,00	39,730	99,730
A-1. Fringe Benefits	Fringe Benefits		0	24,932	24,933
	Total Salaries		000'09	64,663	124,663

SAFE AND SECURE COMMUNITIES GRANT PROGRAM GRANT AGREEMENT CERTIFICATION

Jef	frey Ransey Name	7	, being over the age of 18 years old, hereby
certifies:	T (WILL)		
1.	I am	Mayor Title	of the <u>Township of Willingboro</u> Name of public or private
entity re	eceiving gr	ant funds	_ (hereafter "recipient entity"). I am submitting this
certification	in conjun	ction with the	provision of grant funds in the amount of\$60,000.00 Dollar amount of funds
to the recipi	ent entity l	by the Divisio	n of Criminal Justice under the Safe and Secure
Communitie	es Program	ı. In making t	his certification, I understand that the Division of Criminal
Justice will	rely upon	the statements	made herein in processing this application and with making
provision of	f the grant	funds in quest	ion.
			a de la companya de

- 2. I have reviewed the contents of the application which has been submitted by the recipient entity for such funding and hereby certify that the factual statements and data set forth in the application are true to the best of my knowledge and belief.
- 3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and activities; and that I have sought and obtained legal advice from the recipient entity's legal counsel as I have considered appropriate or necessary in this regard.

- 4. I further certify that I will ensure that the recipient entity will utilize the funds being provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.
- 5. I further certify that I will ensure that the recipient entity will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.
- 6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

	Signature
DATED:	Jeffrey Ransey
	Printed name of individual providing certification.

(rev'd 6/99)

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

GENERAL CONDITIONS

- (1) The Grantee assures that State funds made available under the Safe and Secure Communities Act will not be used to supplant Local funds, but will be used to increase the amounts of such funds that would, in the absence of State funds, be made available for law enforcement activities.
- (2) The Grantee assures that it will maintain fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary; that it will keep such records as L&PS shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under the Act.
- (3) The Grantee assures that it will maintain such data and information and submit such reports, in such form, at such times, and containing such information, as L&PS may require.
- (4) The Grantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of the Safe and Secure Communities Act and all other applicable Federal and State laws, regulations, and guidelines.
- (5) The Grantee assures that it will comply with all applicable Federal and State antidiscrimination laws.
- (6) The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to the Division of Criminal Justice.
- (7) The Grantee assures that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et. seq., it will maintain a current plan on file.
- (8) The Grantee assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

Where activities supported by this grant produce original books, manuals, films or other (9) copyrightable material, the grantee may copyright such, but L&PS reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. L&PS also reserves the right to require the grantee not to publish, and the grantee thereupon shall refrain from publishing, any material, whether copyrightable or not, that L&PS shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Safe and Secure Communities Act and all other applicable Federal and State laws, regulations, and guidelines.

Mayor's Signature	
Jeffrey Ransey	<u> </u>
Mayor's Full Name (typed)	Date
	(rev'd 6/00)

DEPARTMENT OF LAW AND PUBLIC SAFETY STATE OF NEW JERSEY DIVISION OF CRIMINAL JUSTICE

SPECIAL CONDITIONS

SAFE & SECURE COMMUNITIES PROGRAM

Subgrantee:	Township of Willingboro			
Subgrant Number:	p_ 1982	-		
Project Duration:	4/1/00	to .	3/31/01	

- 1. The subgrantee must maintain a timekeeping system which provides at a minimum, records for all personnel charged to the grant as follows: employee's name, title/rank, total daily hours worked, and employee's, supervisor's and project director's signatures.
- 2. Monies are to be used for base salary only, no overtime payments can be made from grant funds. All fringe benefits, and other related costs are to be paid by Subgrantee.
- 3. Any deviations from the approved budget require prior approval via DCJ Form 108, Budget Revision/Grant Extension Request.
- 4. As required under the federal Single Audit Act, the Subgrantee shall notify the Division of Criminal Justice of any exceptions and/or findings regarding this project as a result of the single audit.
- 5. In order to be exempt from the municipal budget cap any monies provided by the municipality must be required matching funds as specified under the legislation. Therefore, the State award and required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.

•	•		
	Mayor		
Signature of Authorized Official	Title of Authorized Official		
Jeffrey Ramsey			
Printed Name of Authorized Official	Data		
Timiled Planto of Flathorized Official	Date		
	(rev'd 6/99)		

The Safe and Secure Communities Program legislation clearly states that as a condition

of the grant award, the Subgrantee shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.

6.

SAFE & SECURE COMMUNITIES PROGRAM GRANT USES FOR 1999

During 1999, the Township hired a new civilian office manager, who among other things is assisting the Police Department in utilizing GIS data in its community policing efforts. The Police Department also expanded its bicycle patrol unit and purchased two new bikes. The department also entered into a public/private partnership with Harley Davidson to establish a community policing motorcycle unit. The unit has been very effective in the neighborhoods and has proven to be very popular with residents, particularly the younger set.

RESOLUTION NO. 2000 - 31

AWARD OF BID RECONSTRUCTION SLOPE STABILIZATION – RALEIGH PLACE.

WHEREAS, the Township Council of the Township of Willingboro has

Requested bids be submitted for Reconstruction/slope stabilization/Raleigh Place; 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 GIBERSON PLUMBING & EXCAVATING, SHAMONG, N.J. in the

Amount of \$44,500; 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 15th day of February, 2000, That the bid be accepted as per the attached bid return sheet and recommendation; and BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this

Meeting.

EFFREY E. RAM8EY

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 Oberson Plumbing + Excavating - Shamong NI Plumbing + Excavating - Rolleigh Plumbing + Plumbing + Excavating - Rolleigh Plumbing + Plumb

Piraltouse Phul

The money necessary to fund said contract is in the amount of \underline{S} \underline{H} \underline{L} \underline

Foanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



Heat Marlood by

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

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

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

January 24, 2000

Thomas J. Miller, PE & PP, CME

Jeffrey S. Richter, PE & PP

John P. Augustino Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Gerald J. DeFelicis, Jr., CLA

Patrick Duffy, PE

Gordon L. Lenher, LS

Theresa C. McGettigan, CLP

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultant C. Kenneth Anderson, PE & LS, PP Members of Council Township of Willingboro Municipal Complex One Salem Road Willingboro, NJ 08046

Re: Recommendation of Award

Reconstruction of Stormwater Management Facility &

Slope Stabilization – Raleigh Place Rittenhouse Park Community

Willingboro Township LAWB File No. 99-39-62

Dear Council Members:

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled Reconstruction of Stormwater Management Facility & Slope Stabilization. The tasks covered in the above referenced text have been authorized under the Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis with a Not-To-Exceed Value of \$44,500.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for the reconstruction of Stormwater Management facility and slope stabilization at Rittenhouse Park community in Willingboro Township. Contract documents were purchased directly from LAWB by two (2) vendors: Giberson Plumbing & Excavating; and Twinn Cedars, Inc.

A. Scope of Work:

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

- Reconstruction of existing concrete sidewalk
- Installation of 24" RCP
- Concrete headwall construction
- Construction of Type "E" inlet
- Type "B" inlet repair
- Installation of erosion control blanket
- Landscaping, Lawn Seeding, sodding and fertilizing

Members of Council Township of Willingboro January 24, 2000 Page 2

B. Bid Solicitation:

A solicitation notice was placed in the BCT for the reconstruction of stormwater management facility and slope stabilization at Raleigh Place, Rittenhouse Park Community in the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on December 20, 1999.

All bids were due in the Township Clerk's Office no later than 10:00 AM on January 5, 2000. Both vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Giberson Plumbing & Excavating, Inc.
- Twinn Cedars, Inc.

All submitted proposals met the time and delivery criteria.

C. <u>Price Analysis/Justification:</u>

A responsiveness check was performed to insure that all of the information requested was submitted and formatted in accordance with the Contract Documents. All submitted proposals were deemed responsive.

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Giberson Plumbing & Excavating, Inc. submitted the low bid in the amount of \$44,500.00. A summary of the two bids received is as follows:

Giberson Plumbing & Excavating, Inc. \$44,500.00 Twinn Cedars, Inc. \$71,112.50

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$33,885.00.

A sensitivity analysis was performed considering Items: 1 – Clearing site, 5 - Concrete Headwall, and 16 – Park Bench. With these items eliminated, the low bid is within 3% of the Engineer's estimate. The differences in the costs associated with these items is attributed to the following unknowns: Item 1 – Clearing Site – This includes mobilization of the various equipment to the site. This is dependent on the distance necessary for obtaining, the equipment, the length of time of use and transporting, etc.; Item 5 – Concrete Headwall and Item 10 the Park Bench. The selection of these items are dependent upon the contractor's comfort level with the material, and his experience with the supplier in terms of quality and ease of installation. These issues are considered relatively insignificant. The bid is considered to be fair based on the range of bids received and the results of comparison after the sensitivity analysis. The bid offered by Giberson is considered fair and reasonable for a project of this nature.

Members of Council Township of Willingboro January 24, 2000 Page 3

D. Responsibility

A reference inquiry of Giberson Plumbing & Excavating, Inc. was made by LAWB. This inquiry was limited to reference verifications in addition to bond and surety submission.

Based on the references contacted, LAWB determines Giberson Plumbing & Excavating, Inc. responsible.

E. Recommendation:

In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

Giberson has been used by this firm on various projects in Pemberton, as well as, Willingboro. All work has been conducted in a responsible and professional manner. Their projects have been completed on or before scheduled completion and within budget.

LAWB recommends the award of a fixed price construction type contract with Not – To – Exceed dollar obligation of \$44,500.00 to Giberson Plumbing & Excavating, Inc., for the scope of work mentioned herein. Giberson has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Carl A. Turner, PE

Willingboro Township Engineer

and Leure

CAT:AGP:km

Enclosure

cc: Norton N. Bonaparte, Jr., Township Manager



TELECON: State of NJ, Dept. of Treas	ury			
DATE: 1/10/00				
BY: Ashvin Patel				
WITH: John Deluca				
TITLE: Project Manager	CO.: State of NJ	PHONE:	609-748-4331	
RE: Reconstruction of Stormwater Ma	nagement Facility & Slope	e Stabilization -	- LAWB File No · 99-3	9-62

Underdrains, paving

COST OF PROJECT (Bid)

- A. Change Orders?
 - 1. Initiated by whom? Owner/Subcontractor No problems with contractor initiating changes.
- B. Final Project Cost: \$82,496.00

NATURE OF PROJECT

- A. Similar to Project Proposed. Yes.
- B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

- A. Was the equipment sufficient to meet schedule? Schedule and manpower requirements were met. Workmanship was good.
- B. Was the manpower sufficient to meet schedule? Yes.

DID THEY MEET SCHEDULE

- A. Liquidated Charges Implemented? None.
- B. Claims Filed? None.
- C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

99-39-62\LTRS\CAT\CONTRACT-AWARD-J24. DOC (00)



TELEC	ON: Upper Township School I	<u>District</u>		
DATE:_	1/10/00			
BY:	Ashvin Patel			
WITH:_	Charles Muller			
TITLE:	Business Administrator	CO.: Upper Township	PHONE:	609-628-3513
RE: Re	construction of Stormwater Mar	nagement Facility & Slope Stabiliza	tion – LAWB]	File No.: 99-39-62

Concrete Foundation, Water Main Connection & Paving

COST OF PROJECT (Bid)

- A. Change Orders?
 - 1. Initiated by whom? Owner/Subcontractor
- B. Final Project Cost: Not available.

NATURE OF PROJECT

- A. Similar to Project Proposed. Yes.
- B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

- A. Was the equipment sufficient to meet schedule? Manpower and equipment were sufficient to finish early and workmanship was good.
- B. Was the manpower sufficient to meet schedule? Yes.

DID THEY MEET SCHEDULE

- A. Liquidated Charges Implemented? No.
- B. Claims Filed? No.
- C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

99-39-62\LTRS\CAT\CONTRACT-AWARD-J24. DOC (00)



TELECON: Township of Upper		
DATE: 1/10/00		
BY: Ashvin Patel		
WITH: Ed Kenny		
TITLE: Construction Officer	CO.: Township of Upper	PHONE: 609-628-2011
RE: Reconstruction of Stormwater Man	nagement Facility & Slope	Stabilization – LAWB File No.: 99-39-62

Paving, Water Main Installation.

COST OF PROJECT (Bid)

- A. Change Orders?
 - 1. Initiated by whom? Owner/Subcontractor. No problems with changes.
- B. Final Project Cost: Not available.

NATURE OF PROJECT

- A. Similar to Project Proposed. Yes.
- B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

- A. Was the equipment sufficient to meet schedule? Yes.
- B. Was the manpower sufficient to meet schedule? Yes, workmanship was good.

DID THEY MEET SCHEDULE

- A. Liquidated Charges Implemented? No.
- B. Claims Filed? No.
- C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

99-39-62\ExcelFiles\993962-BidTab.xls (00)

ENGINEER'S ESTIMATE & BID TABULATION

RECONSTRUCTION OF STORMWATER MANAGEMENT FACILITY & SLOPE STABILIZATION - RA TOWNSHIP OF WILLINGBORO

ITEM DE	DESCRIPTION	QUANTITY UNIT	UT. PRICE	AMOUNT
1 Clearing Site		1 LS	\$5,000.00	\$5,000.00
2 Borrow Excavation, Select Fill	ation, Select Fill	70 CY	\$15.00	\$1,050.00
3 Borrow Topsoil		60 CY	\$18.00	\$1,080.00
4 24" RCP Storm Sewer	1 Sewer	12 LF	\$50.00	\$600.00
5 Concrete Headwall (24")	wall (24")	1 UT	\$3,000.00	\$3,000.00
6 Modified Type "E" Inlet	"E" Inlet	1 UT	\$1,850.00	\$1,850.00
7 Type "B" Inlet Repair	Repair	1 UT	\$1,000.00	\$1,000.00
8 Erosion Control Blanket	l Blanket	550 SY	\$5.00	\$2,750.00
9 Lawn Seeding & Fertilizing	& Fertilizing	645 SY	\$4.00	\$2,580.00
10 Park Bench		1 UT	\$750.00	\$750.00
11 Landscaping		1 LS	\$1,000.00	\$1,000.00
12 Erosion Controls	ls	1 LS	\$5,000.00	\$5,000.00
13 Earth Excavation (Unclassified)	on (Unclassified)	70 CY	\$20.00	\$1,400.00
14 Concrete Curb		40 LF	\$20.00	\$800.00
15 Reconstruct 4"	15 Reconstruct 4" Concrete Sidewalk	70 SY	\$47.50	\$3,325.00
16 Sod		300 SY	\$9.00	\$2,700.00
				\$33,885.00

RESOLUTION NO. 2000 - 32 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 matteror 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 Feb. 12, 2000, that an Executive Session closed to the public shall be held on Feb. 12, 2000, at 9:40 AM in the Kennedy Center, John F. Kennedy Way, 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.

WAYOR

Marie Annese, RMC

Deputy Township Clerk

RESOLUTION NO. 2000 – 33

AWARD OF BID FOR FIRE STATION NO. 162

WHEREAS, the Township Council of the Township of Willingboro has Requested bids be submitted for repair at Fire Station #162; 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 AMERICAN ASPHALT, COLLINGSWOOD, N.J. in the amount not to Exceed \$71,706.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of February, 2000, That the bid be accepted as per the attached bid return sheet and recommendation; and BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this Meeting.

Rhoda Lichtenstadter, RMC

CERTIFICATE OF AVAILABILITY OF FUNDS FOR CONTRACT

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

The money necessary to fund said contract is in the amount of SF and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0241 These funds are not being certified as being available for more than one pending contract.

> Joanne Diggs Finance Director

cc: Township Solicitor Township Auditor



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

January 21, 2000

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

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME Members of Council

Township of Willingboro Municipal Complex One Salem Road Willingboro, NJ 08046

Thomas J. Miller, PE & PP, CME

Jeffrey S. Richter, PE & PP

Recommendation of Award

Fire Station #162 Willingboro Township LAWB File No. 97-39-15.04

Stephen L. Berger

John P. Augustino

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Gerald J. DeFelicis, Jr., CLA

Patrick Duffy, PE

Gordon L. Lenher, LS

Theresa C. McGettigan, CLP

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultant C. Kenneth Anderson, PE & LS, PP Dear Council Members:

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled Fire Station #162. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis with a Not-To-Exceed Value of \$71,706.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for the reconstruction of the parking lot and drainage repairs at Fire Station #162. Contract documents were purchased directly from LAWB by three (3) vendors.

A. Scope of Work:

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

- Pavement Excavation
- Bituminous Concrete Surface Course, 2" Thick
- Bituminous Stabilized Base Course, 4" Thick
- Dense Graded Aggregate
- Type 'A' Inlet
- Storm Drain (15" RCP)

B. Bid Solicitation:

All bids were due in the Township Clerk's Office no later than 10:30 AM on January 5, 2000. Two vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Council Members January 21, 2000 Page 2

Proposals were received from the following:

- Meredith Paving Corporation
- American Asphalt Company

All submitted proposals met the time and delivery criteria.

C. <u>Price Analysis/Justification:</u>

A responsiveness check was performed to insure that all of the information requested was submitted and formatted in accordance with the Contract Documents. All submitted proposals were deemed responsive.

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. American Asphalt Company submitted the low bid in the amount of \$71,706.00. A summary of the two bids received is as follows:

Meredith Paving Corporation \$78,540.00 American Asphalt Company \$71,706.00

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$66,915.00. The low bidder was within 7% of the LAWB estimate.

Based on the range of the bids received and the fact that the LAWB Engineer's estimate is close to the average of all bids submitted, LAWB considers the bids to valid and competitive.

D. <u>Responsibility</u>

A reference inquiry of American Asphalt Company, Inc. was made by LAWB. This inquiry was limited to reference verification in addition to bond and surety submission.

The following references were contacted:

- Richard A. Alaimo & Associates
- Environmental Resolutions

Based on the references contacted, LAWB determines American Asphalt Company, Inc. is responsible.

E. Recommendation:

In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

Council Members January 21, 2000 Page 3

LAWB recommends the award of a fixed price construction type contract with Not – to – Exceed dollar obligation of \$71,706.00 to American Asphalt Company, for the scope of work mentioned herein. American Asphalt Company has submitted the lowest qualified bid price.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Carl A. Turner, PE

Willingboro Township Engineer

Enclosure CAT:mmm

cc: Norton N. Bonaparte, Jr., Township Manager

97-39-15.04\LETTERS\CAT\FIREAWARD07. DOC (00)



TELECON: Environmental Resolutions			
DATE: 1/12/00			
BY: Michele Melton			
WITH: Jeff Taylor			
TITLE: Project Manager	CO.: Environmental Resolutions	PHONE:	856-235-7170
RE: Willingboro, Fire Station #162 - L	AWB File No.: 97-39-15.04		_

Burlington City Road Improvement Program

COST OF PROJECT (Bid)

- A. Change Orders? No problems with contractor.
 - 1. Initiated by whom? Owner/Subcontractor
- B. Final Project Cost: \$204,655.50

NATURE OF PROJECT

- A. Similar to Project Proposed. Conc. Curb & HC Ramps, Milling, Paving, & Fence Removal
- B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

- A. Was the equipment sufficient to meet schedule? Schedule and manpower requirements were met. Workmanship was good.
- B. Was the manpower sufficient to meet schedule?

DID THEY MEET SCHEDULE

- A. Liquidated Charges Implemented? None.
- B. Claims Filed? None.
- C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

CARL\SEP\CONCAWARD03. DOC(98)



TELECON: Richard A. Alaimo Associa	ites, Inc.
DATE: 1/12/00	
BY: Michele Melton	
WITH: Jeff Paul	
TITLE: Project Engineer	CO.: Richard A. Alaimo Associates, Inc. PHONE: 267-8310
RE: Willingboro, Fire Station #162 – LA	AWB File No.: 97-39-15.04

Cherokee High School

COST OF PROJECT (Bid)

- A. Change Orders?
 - 1. Initiated by whom? Owner/Subcontractor One change order initiated by the Owner.
- B. Final Project Cost: \$100,137.00.

NATURE OF PROJECT

- A. Similar to Project Proposed. Conc. Curb, Drainage, Stone, & Paving
- B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

- A. Was the equipment sufficient to meet schedule? Manpower and equipment were sufficient to finish and workmanship was good.
- B. Was the manpower sufficient to meet schedule?

DID THEY MEET SCHEDULE

- A. Liquidated Charges Implemented? No.
- B. Claims Filed? No.
- C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

 OTHER

Highly recommended them and stated that they do very good work.

97-39-15-04\ExcelFIles\973915-04-BidTab.xls (00)

ENGINEER'S ESTIMATE & BID TABULATION **FIRE STATION # 162**

TOWNSHIP OF WILLINGBORO

	Г		Т	T		Τ	T	Τ	Т	T	<u> </u>	
	5	وا			6	را	4			. _	ITEM	
	10 Grading, Topsoil, Fertilize & Seeding	9 Pavement Markings	8 Chain Link Fence, 6' High	Storm Drain (15" RCP)	6 Reset Inlet Grate	5 Type "A" Inlet	4 Dense Graded Aggregate, Var. Thicknes	3 Bit. Stab. Base Course, Mix I-2, 4" Thk.	2 Bit. Conc. Surface Course, Mix I-5, 2" T	Pavement Excavation, Unclassified	DESCRIPTION	JANUARY 5, 2000 AT 10:30 AM LAWB FILE NO. 97-39-15.04
	570 SY	1,200 LF	264 LF	45 LF	1 UT	2 UT	370 CY	505 TN	255 TN	750 CY	QUANTITY UNIT	0 AM 5.04
	\$5.50	\$0.30	\$20.00	\$28.00	\$250.00	\$1,270.00	\$25.00	\$35.00	\$33.00	\$25.00	UT. PRICE	ENGINEERS
\$66,915.00	\$3,135.00	\$360.00	\$5,280.00	\$1,260.00	\$250.00	\$2,540.00	\$9,250.00	\$17,675.00	\$8,415.00	\$18,750.00	AMOUNT	SESTIMATE

RESOLUTION NO. 2000 - 34

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 matteror 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 Feb. 15, 2000, that an Executive Session closed to the public shall be held on Feb. 15, 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.

MAYOR

Rhoda Lichtenstadter, RMC

RESOLUTION NO.2000 - 35

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 matteror 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 Feb. 16, 2000, that an Executive Session closed to the public shall be held on Feb. 16, 2000, at p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 2000 - 36

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

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

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

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

- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 matteror 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 Feb.22, 2000, that an Executive Session closed to the public shall be held on Feb.22, 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.

JEFFRENJE. H

Rhoda Lichtenstadter, RMC

TOWNSHIP OF WILLINGBORO

Resolution 2000 - __37_

A Resolution of the Township Council of the Township of Willingboro Authorizing a Contract for Extraordinary Unspecifiable Services with Miles Jaye Davis and Sedonia Bell Walker for production of the Willingboro Jazz Fest 2000

Whereas, the Township of Willingboro has had an ongoing and extensive recreation program provided for the citizens of Willingboro, and

Whereas, the production of the annual Willingboro Jazz Fest requires various production skills that can be obtained for Willingboro Jazz Fest 2000 by contracting for those services, and

Whereas, the Willingboro Township Council has determined that it is in the interest of the Township of Willingboro to contract with Miles Jaye Davis and Sedonia Bell Walker for the production of the Willingboro Jazz Fest 2000,

Now, therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2000, that the Mayor and Clerk are hereby authorized to execute an Agreement between the Township of Willingboro and Miles Jaye Davis and Sedonia Bell Walker for the production of the Willingboro Jazz Fest 2000, substantially in the form of the agreement attached hereto. and

Be It Further Resolved, that copies of this Resolution shall be provided to Miles Jaye Davis and Sedonia Bell Walker and to the Township Manager, Recreation Director and Chief Financial Officer for their information and attention.

ey E. Ramsey

Mavoʻ

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 February 22, 2000.

Rhoda Lichtenstadter, RMC

AGREEMENT

between the

TOWNSHIP OF WILLINGBORO

and

MILES JAYE DAVIS and SEDONIA BELL WALKER

doing business as

BLACK TREE JAZZ FEST

for the

WILLINGBORO JAZZ FEST 2000

THIS AGREEMENT is made this ______ day of February, 2000, between MILES JAYE DAVIS and SEDONIA BELL WALKER, doing business as BLACK TREE JAZZ FEST, (hereinafter referred to as "Producers"), with offices located at Landmark Two, Suite 1110, Cherry Hill, New Jersey 08034 and the TOWNSHIP OF WILLINGBORO, a municipal corporation of the State of New Jersey with offices located at the Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 (hereinafter referred to as "Township").

It is mutually agreed by and between the parties as follows:

The Township hereby engages Producers to provide the following services upon all the terms and conditions herein set forth:

1. Contract: Township hereby engages Producers to produce the Willingboro Jazz Fest 2000 at Willingboro, New Jersey, to be held on Sunday, August 20, 2000

2. Contract Price: Township will pay Producers the sum of Five Thousand Dollars (\$5,000.00), payable in full upon presentation of an invoice and execution of the contract. The Producers hereby request and authorize the Township to issue the check in payment of the Producers fee to "Black Tree Records, Inc., d/b/a Black Tree Jazz

Fest", EIN: 22-2918542.

3. Services Provided:

- (a) Producers will secure, negotiate and issue contracts for professional musical talent sufficient for a total of six (6) hours of live performance for the Willingboro Jazz Fest 2000. Artist roster to be a minimum of six (6) performers.
- (b) Producers will secure, negotiate and issue contracts for professional stage, sound, lights and backline requirements to reasonably meet performing artists' rider requirements, and will insure that stage and sound meet standard industry requirements.
- (c) Producers will be responsible for the supervision of all personnel (talent, stage, sound, etc.).
- (d) Producers will be responsible for the overall administration of the event -- advertising, sponsor solicitation, hiring of support personnel, hospitality, set-up and set-down of stage and sound, contracts, promotion, print, logistics, rentals, etc.
- (e) Producers will furnish final artist roster no later than 30 days prior to Festival dates.
- (f) Any vendor or merchandising agreements shall be subject to approval by the Township. No such agreements shall exclude Township based civic organizations from participation in the Willingboro Jazz Fest 2000 on terms approved by the Township.
- (g) Producers will furnish a full financial report to Township no later than 30 days following the event.

4. Budget:

- (a) Township has allocated the sum of Fifteen Thousand Dollars (\$15,000.00) to support stage, sound, set production, talent and Producers fee for the Willingboro Jazz Fest.
- (b) Producers shall provide the Township with specific agreements and invoices for all payments to be made by the Township within the budget allocation authorized by the Township.
- (c) Township agrees to release the Fifteen Thousand Dollars, or any part thereof, upon presentation of invoices from Producers for specific services covered by this contract.
- (d) The Producers shall not enter into any commitment which would obligate the Township beyond the specified \$15,000.00 budget authorization and shall not make any commitment which shall exceed the total of the budget authorization plus any grants and actual contributions received for the event.
- 5. Contributions: Any contributions made payable to the Township of Willingboro shall be immediately delivered to the Township's Chief Financial Officer for deposit

into an account maintained for the Willingboro Jazz Fest and to be disbursed for expenses related to the Willingboro Jazz Fest. All disbursements shall be made as required by law for the expenditure of public funds.

6. Name:

The name of the event shall be "Willingboro Jazz Fest 2000" which name, together with any other use of the term "Willingboro Jazz Fest" either by itself or in combination with any year designation or other qualifying or descriptive term shall be and remain the exclusive property of the Township of Willingboro and shall not be used without the specific approval of the Township of Willingboro.

7. Indemnification:

The Producers shall indemnify the Township for all financial damages sustained by the Township as the result of any cancellation of the event which shall occur after May 1, 2000, as the result of the failure of the Producers to produce the event on the date and of the scope required. The damages shall include, but are not limited to, all funds paid by the Township to the Producers.

- 8. Future Events: Nothing in this Agreement shall be construed to constitute any commitment by either party to contract with the other for any future events.
- 9. Reports:

Producers shall provide the Township with regular reports which shall be delivered to the Township Manager not later than the third Thursday of each month and which shall include a complete report on talent scheduled, the name, address, telephone number and agreed upon compensation for each performer; a listing of all contributors including the name, address and telephone number of each contributor and the amount contributed; a listing of all expenses including the name, address, telephone number and specific services being performed for each recipient of any payments, and copies of all agreements entered into for the Willingboro Jazz Fest 2000.

The first report on outside funding and contributions shall be provided to the Township Council by April 19, 2000, so that the Township can determine the anticipated scope of the Willingboro Jazz Fest 2000.

10. Audit

The Township shall arrange for its auditor to complete a financial report on the Willingboro Jazz Fest 2000 within thirty (30) days after the conclusion of the event. The Producers shall fully cooperate with the preparation of the report.

- 11. Township Services. The Township shall provide a location for the Willingboro Jazz Fest 2000 to be held in Mill Creek Park and shall provide for traffic control and security as exclusively determined to be appropriate by the Township's Director of Public Safety.
- 12. Permits and Licenses. The Producers shall be responsible for obtaining all permits and licenses required for the Willingboro Jazz Fest 2000, and shall indemnify the Township for any damages sustained as the result of the failure to obtain and comply with any required permits or licenses.

13. Advertising: All advertising for the Willingboro Jazz Fest 2000 shall include the following statement:

"Sponsored by the Township of Willingboro and produced by Black Tree Jazz Fest. Funding made possible in part by the New Jersey Council on the Arts from a grant to the Cultural and Heritage Department of Burlington County."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year first above written.

TOWNSHIP OF WILLINGBORO

Rhoda Lichtenstadter, R.M.C.

RESOLUTION NO. 2000 - 38

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION FOR 2000

WHEREAS, Willingboro Township Council, on the 4th of January, 2000 did adopt an Emergency Temporary Resolution as provided by the revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 4, 2000.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of February, 2000, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

PUBLIC EVENTS

5,000

TOTAL

MAYOR

Rhoda Lichtenstadter, RMC

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE:

February 23, 2000

TO:

Mr. Norton Bonaparte

FROM:

Joanne G. Diggs

SUBJECT:

Council Items

The attached resolution increases the temporary budget for the Public Events Department.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter

RESOLUTION NO. 2000 - 39

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 matteror 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 Feb.23, 2000, that an Executive Session closed to the public shall be held on Feb.23, 2000, at 9:05 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Jerriey E

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 2000 – 40

A RESOLUTION AUTHORIZING PAYMENT TO REMINGTON VERNICK FOR WORK DONE ON WILLINGBORO LAKES.

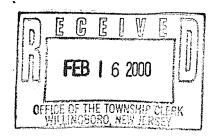
WHEREAS, the Township Council of the Township of Willingboro wishes to make improvements to the Willingboro Lakes Nature Preserve property and requires the services of Remington & Vernick Engineers, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of February, 2000, that the Township establish an improvement authorization in the amount of \$10,000 for the Willingboro Lakes Nature Preserve Property.

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

MAYOR

Rhoda Lichtenstadter, RMC



WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE:

February 16, 2000

TO:

Mr. Norton Bonaparte

FROM:

Joanne G. Diggs

SUBJECT:

Council Items

The attached resolution will allow us to pay for the bill we received form Remington & Vernick Engineers for work on Olympia Lakes from preliminary money in the Capital Account.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter

RESOLUTION NO. 2000 - 41

ACCEPTANCE OF FINAL ARCHITECTURAL PLAN FOR WILLINGBORO LIBRARY

WHEREAS, the Township Council of the Township of Willingboro has authorized Croxton Collaborative Architects, P.C. to draw an architectural plan for the Willingboro Library; and

WHEREAS, this plan is now complete.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of February, 2000, that the Township of Willingboro is hereby accepting this final architectural plan and the Mayor is authorized to sign off on the plan.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Library, Renewal, and Croxton Collaborative Architects for their information.

JETVREY E. RAMSEY

MAYOR

Rhoda Lichtenstadter, RMC

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

TRANSM	ITTAL	
To:	Mr. Norton Bonaparte, Township Manag	er A JF
Company:	Willingboro Township	Allot Do La VI July
Address:	One Salem Road Willingboro, NJ 08046	Mark of the total of the state
From:	Dana Cook	The property of the property o
Project:	Willingboro Library	
Date:	February 16, 2000	A Wy Clark
Re:	Library Architectural Floor Plan	
CC:	Ms. Christine King, Willingboro Library Mr. Stephen Jaffe, ReNEWal Realty Ms. Kirsten Childs, CCA	
We are send	ing the following by: Hand	Overnight Delivery
	U.S. Mail	Other:

Dear Mr. Bonaparte,

No.

Date

Enclosed please find one copy of the Library Architectural Floor Plan. This plan needs to be reviewed and signed off by either yourself or Ms. King for us to proceed to the next step with the project. Please feel free to call if there are any questions.

Description

02-16-00 Library Architectural Floor Plan

Regards,

Copies

1 copy

Dana Cook Croxton Collaborative Architects

 $\verb|\DELL_SERVER| Projects | Willingboro\ Library | 1-Design\ Development | Transmittals | Transmittal \ 00-02-16\ bonaparte. document | Transmittals | Transmittal \ 00-02-16\ bonaparte. | Transmittals | Transmittals$

475 Fifth Avenue NY,NY 10017 Tel:212.683.1998 Fax:212.683.2799 email: cca@croxtonarc.com

RESOLUTION NO. 2000 - 42 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 matteror 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 <u>Feb. 1</u>, 2000, that an Executive Session closed to the public shall be held on <u>Feb. 1</u>, 2000, at <u>7:45 & 9:35 p.m.</u> 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

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 2000 – 43

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR FF&E WITH CROXTON COLLABORATIVE ASSOC.

WHEREAS, the Township Council of the Township of Willingboro has Received a proposal for Professional Services relating to the new Williamsboro Public Library at the Willingboro Town Center; and

WHEREAS, this professional services agreement must be approved by The Township Council,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of April 2000, That the Mayor and Clerk are hereby authorized to enter into a professional services Agreement for the FF&E stage of the Library with Croxton Collaborative Associates.

Rhoda Lichtenstadter, RMC

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

14 February 2000 / Revised 5 April 2000

Ms. Christine King Library Director Willingboro Public Library 1 Salem Road Willingboro, NJ 08046

Re: Proposal for Professional Services for Interior Design Services Relating to the Furniture, Furnishings and Equipment (FF&E) for the New Willingboro Public Library at the Willingboro Town Plaza.

Dear Christine:

Following our meeting with you and Mr. Boneparte, we are pleased to submit our proposal for Professional Services relating to the noted project.

As you know we have been working with you and the Library staff to determine the basic needs of the Library, the dimensions of the spaces required and a rough layout of furniture for 'fit' to accommodate each of the programs. At this time we are confident that those needs have been met, and it is primarily the FF&E portion of the Interiors that remains to be designed and specified.

SCOPE OF WORK:

Interior Design:

Actual interior design layouts for each of the spaces will be developed in conjunction with the programmatic needs of the Library. Croxton Collaborative will work with each of the Librarians in charge of a department to ensure that specific needs are being addressed. Under this contract all items that are indicated on the plans as symbols (ie a generic bookstack, display case, etc.) will be identified, drawn to scale and placed in accordance with the function of the library and current best practice.

Croxton Collaborative will provide a number of options for the Library staff to consider, including specific library furniture, lounge and comfortable seating, furniture scaled for use by children, and administrative office furniture, workstations and ergonomic seating. All of this will be drawn from a variety of contract furniture sources, which offer discounted or 'net' prices. 100% of the discounts available to us will be passed on to the Library. (Croxton Collaborative does not 'mark up' furniture or furnishings). Materials, finishes, texture, and color will be chosen to coordinate with the architectural finishes, to provide cohesive and aesthetically pleasing interior spaces throughout the Library.

Ms. Christine King
Willingboro Public Library
14 February 2000
Page 2

All furniture selected will be from contract sources. Manufacturers will be asked to submit a statement attesting to the durability of their product prior to the placement of Purchase Orders/Requisitions. This statement can be in the form of previously printed material, or it can be prepared specifically for the Library project, and signed by an officer of the company.

Importantly, all interior furniture and fixtures will be sought from environmentally superior brand-lines, or will be the environmentally 'cleanest' of the conventional options available. Manufacturers statements out-lining the company's environmental/sustainable policies will be sought as further testimony to the quality driven design process.

All items of loose furniture will be coded with a letter and number on the drawings. These code numbers will correspond to the identification (Tag) numbers in the specifications. The specifications will itemize all furniture and furnishings, indicate manufacturer, quantities of each, size, material, color, finish, and upholstery where appropriate.

In addition to the loose furniture, Croxton Collaborative will design any custom or built-in furniture required to complete the Library's requirements. While the Circulation Desk, the Reference Desk and the Multi-Purpose Room Kitchenette are part of the basic architectural package, there is a critical area of work that has been excluded from the various furniture proposals to date, ie. Built-in cabinets, counters, shelving and custom pieces needed to complete the project. All of these smaller items will be covered under this contract. They will be designed with materials that minimize off-gassing of VOC's and do not contribute to poor indoor air quality.

Croxton Collaborative will provide drawings indicating locations of all Tel/Data and Communications outlets for owner's equipment and telephone and computer systems designed by the Library's Telecommunications Consultants and Equipment Vendors. We will work with the vendors for these items, provide appropriate space on the plans to allow them to function correctly, and specify any necessary support furniture for such equipment.

FF&E cost estimates will be prepared to establish a workable budget for the purchase of the FF&E contract, and as a base-line for competitive bids.

The furniture and furnishing schemes will be developed in consultation with the Client and the Library. Once approved, Croxton Collaborative will provide schedules to cover all new product in sufficient detail to allow for the competitive bidding of the total package either as an 'open' contract or by a number of selected dealers. We will either prepare bid documents for this purpose, or work with the Township's bid documents for the procurement of FF&E contracts.

Ms. Christine King
Willingboro Public Library
14 February 2000
Page 3

On receipt of the bids, we will assist the Library in analyzing the content and selecting the dealer with the lowest, most responsible and complete package. The dealer will manage the furniture contract, purchase all product, inspect and store it, and deliver it to the site in an orderly and timely manner, by phase if required. The dealer in addition will be asked to unpack, assemble, and place or install all furniture and furnishings, ready for use. They will coordinate the power and data hook-ups with the general contractor. In addition the dealer will be required to remove all packaging materials for recycling.

During the Purchase and Installation Phase (equivalent to Construction Administration), CCA will administer the contract for FF&E. We will review and approve (or modify) the dealer's payment requisitions, and maintain and up-date schedules in accordance with progress. We will check all purchase orders for conformity and accuracy to the specifications, address substitutions for equality in form, function, aesthetics, cost and environmental characteristics. Further we will review and approve all shop drawings, and check finish and color samples. Rejected samples will have to be resubmitted. We will also be on the site from time to time during the installation of any millwork items, and during the furniture installation itself.

On completion of the installation, Croxton Collaborative will inspect the finished project, prepare punch lists and oversee the repair and/or replacement of damaged and incorrectly installed items.

COMPENSATION:

		Budget		Fee
	Interior Design: SD through Bid	\$650,000 (estimate)		\$87,750.00
	Credit for Schematic Design (Complete):		(-	\$13,162.00) \$74,588.00
	I D Construction Administration:			\$14,918.00
<u>T</u>	otal Fee for Interior Design Services	•		\$89,505.00

We hope that the above proposal reflects your understanding of the work to be undertaken to complete the FF&E contract at the Woolworth Building to establish a first class, environmentally superior Public Library. Please sign both copies of this letter, which incorporates the Standard Terms and Conditions of Services for Professional Services, and return one to us for our records along with a payment of \$8,900.00 against on-going work in the Design Development Phase.

Yours Sincerely,

Randolph R. Croxton, FAIA Director of Architecture

Agreed to by:

The Honorable Jeffrey Ramsey

Mayor of Willingboro

Date:

Kirsten Childs, ASID Director of Interior Design

Agreed to by:

Randolph R. Croxton, FAIA

Director of Architecture

ate: P

Encl.

cc: Mr. Norton Boneparte

For projects of a defined scope and limited duration, Croxton Collaborative often renders services on a lump sum basis.

A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required.

The fee for Consultants for the project and approved by the Client are billed at cost (1.00) of the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at cost (1.00). They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services.

Reimbursable Expenses include but are not limited to:

- Expenses of living expenses in connection with out-of-town travel (with prior approval), long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project @ Cost.
- Expenses for the following:

Reproductions: Black and White Plot

\$1.50 per/sq. ft.

Reproductions: Color Plot

\$2.00 per/sq. ft.

(Including Reproductions for the office use of the Architect and the Consultants).

Facsimile:

\$0.50c / Page

Photographic/Xerox Reproduction:

\$0.25c / Copy.

Postage @ Cost

Handling of Drawings, Specifications

FedEx/UPS

and other Documents:

(Standard Charge)

- Expenses of messenger services @ Cost
- Expenses of renderings, models and mock-ups approved by the Owner @ Cost

Additional Services may be requested during the project or following its completion. No work will proceed until such time that Additional Services have been reviewed and authorized in writing to proceed. Hourly rates as noted below will pertain to these Additional Services. Invoicing for these services will include a specification of each person who worked on the project, the Hourly Rate of the person and total number of hours worked: Directors' Hourly Rates for work undertaken in the offices of the firm as part of a full services interior design or architectural contract are as follows:

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Hourly Rates:

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(Randolph R. Croxton, FAIA)	
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(Kirsten Childs, ASID)	

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At the time of each presentation the Owner may accept, clarify and/or modify the solution presented. These clarifications and/or modifications will be incorporated and submitted in a second presentation. The Owner will confirm his acceptance by signing the documents at the end of each Phase.

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Invoices are due and payable upon receipt. Payment is due within ten (10) working days.

An initial payment will be made upon signature of the Letter of Agreement. Minimum initial payment is Eight Thousand Nine Hundred Dollars (\$8,900.00).

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

14 February 2000 / Revised 5 April 2000

Ms. Christine King Library Director Willingboro Public Library 1 Salem Road Willingboro, NJ 08046

Re: Proposal for Professional Services for Interior Design Services Relating to the Furniture, Furnishings and Equipment (FF&E) for the New Willingboro Public Library at the Willingboro Town Plaza.

Dear Christine:

Following our meeting with you and Mr. Boneparte, we are pleased to submit our proposal for Professional Services relating to the noted project.

As you know we have been working with you and the Library staff to determine the basic needs of the Library, the dimensions of the spaces required and a rough layout of furniture for 'fit' to accommodate each of the programs. At this time we are confident that those needs have been met, and it is primarily the FF&E portion of the Interiors that remains to be designed and specified.

SCOPE OF WORK:

Interior Design:

Actual interior design layouts for each of the spaces will be developed in conjunction with the programmatic needs of the Library. Croxton Collaborative will work with each of the Librarians in charge of a department to ensure that specific needs are being addressed. Under this contract all items that are indicated on the plans as symbols (ie a generic bookstack, display case, etc.) will be identified, drawn to scale and placed in accordance with the function of the library and current best practice.

Croxton Collaborative will provide a number of options for the Library staff to consider, including specific library furniture, lounge and comfortable seating, furniture scaled for use by children, and administrative office furniture, workstations and ergonomic seating. All of this will be drawn from a variety of contract furniture sources, which offer discounted or 'net' prices. 100% of the discounts available to us will be passed on to the Library. (Croxton Collaborative does not 'mark up' furniture or furnishings). Materials, finishes, texture, and color will be chosen to coordinate with the architectural finishes, to provide cohesive and aesthetically pleasing interior spaces throughout the Library.

All furniture selected will be from contract sources. Manufacturers will be asked to submit a statement attesting to the durability of their product prior to the placement of Purchase Orders/Requisitions. This statement can be in the form of previously printed material, or it can be prepared specifically for the Library project, and signed by an officer of the company.

Importantly, all interior furniture and fixtures will be sought from environmentally superior brand-lines, or will be the environmentally 'cleanest' of the conventional options available. Manufacturers statements out-lining the company's environmental/sustainable policies will be sought as further testimony to the quality driven design process.

All items of loose furniture will be coded with a letter and number on the drawings. These code numbers will correspond to the identification (Tag) numbers in the specifications. The specifications will itemize all furniture and furnishings, indicate manufacturer, quantities of each, size, material, color, finish, and upholstery where appropriate.

In addition to the loose furniture, Croxton Collaborative will design any custom or built-in furniture required to complete the Library's requirements. While the Circulation Desk, the Reference Desk and the Multi-Purpose Room Kitchenette are part of the basic architectural package, there is a critical area of work that has been excluded from the various furniture proposals to date, ie. Built-in cabinets, counters, shelving and custom pieces needed to complete the project. All of these smaller items will be covered under this contract. They will be designed with materials that minimize off-gassing of VOC's and do not contribute to poor indoor air quality.

Croxton Collaborative will provide drawings indicating locations of all Tel/Data and Communications outlets for owner's equipment and telephone and computer systems designed by the Library's Telecommunications Consultants and Equipment Vendors. We will work with the vendors for these items, provide appropriate space on the plans to allow them to function correctly, and specify any necessary support furniture for such equipment.

FF&E cost estimates will be prepared to establish a workable budget for the purchase of the FF&E contract, and as a base-line for competitive bids.

The furniture and furnishing schemes will be developed in consultation with the Client and the Library. Once approved, Croxton Collaborative will provide schedules to cover all new product in sufficient detail to allow for the competitive bidding of the total package either as an 'open' contract or by a number of selected dealers. We will either prepare bid documents for this purpose, or work with the Township's bid documents for the procurement of FF&E contracts.

On receipt of the bids, we will assist the Library in analyzing the content and selecting the dealer with the lowest, most responsible and complete package. The dealer will manage the furniture contract, purchase all product, inspect and store it, and deliver it to the site in an orderly and timely manner, by phase if required. The dealer in addition will be asked to unpack, assemble, and place or install all furniture and furnishings, ready for use. They will coordinate the power and data hook-ups with the general contractor. In addition the dealer will be required to remove all packaging materials for recycling.

During the Purchase and Installation Phase (equivalent to Construction Administration), CCA will administer the contract for FF&E. We will review and approve (or modify) the dealer's payment requisitions, and maintain and up-date schedules in accordance with progress. We will check all purchase orders for conformity and accuracy to the specifications, address substitutions for equality in form, function, aesthetics, cost and environmental characteristics. Further we will review and approve all shop drawings, and check finish and color samples. Rejected samples will have to be resubmitted. We will also be on the site from time to time during the installation of any millwork items, and during the furniture installation itself.

On completion of the installation, Croxton Collaborative will inspect the finished project, prepare punch lists and oversee the repair and/or replacement of damaged and incorrectly installed items.

COMPENSATION:

	Budget		Fee
Interior Design: SD through Bid	\$650,000 (estimate)		\$87,750.00
Credit for Schematic Design (Complete):		(-	\$13,162.00)
		=	\$74,588.00
I D Construction Administration:			\$14,918.00
Total Fee for Interior Design Services:			\$89,505.00

We hope that the above proposal reflects your understanding of the work to be undertaken to complete the FF&E contract at the Woolworth Building to establish a first class, environmentally superior Public Library. Please sign both copies of this letter, which incorporates the Standard Terms and Conditions of Services for Professional Services, and return one to us for our records along with a payment of \$8,900.00 against on-going work in the Design Development Phase.

Yours Sincerely,

Randolph R. Croxton, FAIA Director of Architecture

Agreed to by:

Honorable Jeffrey Ramsey,

Mayor of Willingboro

Date: 5/10

Kirsten Childs, ASID
Director of Interior Design

Agreed to by:

Randolph R. Groxton, FAIA

Director of Architecture

Date: 6 April 200

Encl.

cc: Mr. Norton Boneparte

For projects of a defined scope and limited duration, Croxton Collaborative often renders services on a lump sum basis.

A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required.

The fee for Consultants for the project and approved by the Client are billed at cost (1.00) of the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at cost (1.00). They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services.

Reimbursable Expenses include but are not limited to:

 Expenses of living expenses in connection with out-of-town travel (with prior approval), long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project @ Cost.

• Expenses for the following:

Reproductions: Black and White Plot Reproductions: Color Plot \$1.50 per/sq. ft. \$2.00 per/sq. ft.

(Including Reproductions for the office use of the Architect and the Consultants).

Facsimile:

\$0.50c / Page

Photographic/Xerox Reproduction:

\$0.25c / Copy.

Postage @ Cost

Handling of Drawings, Specifications

FedEx/UPS

and other Documents:

(Standard Charge)

- Expenses of messenger services @ Cost
- Expenses of renderings, models and mock-ups approved by the Owner @ Cost

Additional Services may be requested during the project or following its completion. No work will proceed until such time that Additional Services have been reviewed and authorized in writing to proceed. Hourly rates as noted below will pertain to these Additional Services. Invoicing for these services will include a specification of each person who worked on the project, the Hourly Rate of the person and total number of hours worked: Directors' Hourly Rates for work undertaken in the offices of the firm as part of a full services interior design or architectural contract are as follows:

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The Owner agrees to allow the Architects to photograph the completed project at their own expense and have the photographs published and/or reproduced at their own expense and discretion.

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At the time of each presentation the Owner may accept, clarify and/or modify the solution presented. These clarifications and/or modifications will be incorporated and submitted in a second presentation. The Owner will confirm his acceptance by signing the documents at the end of each Phase.

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Invoices are due and payable upon receipt. Payment is due within ten (10) working days.

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A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required.

The fee for Consultants for the project and approved by the Client are billed at a multiple of 1.15 times the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at a multiple of 1.10 times direct cost. They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services.

Reimbursable Expenses include but are not limited to:

- Expenses of transportation in connection with the Project, including airline tickets, rental car, subway, bus, taxi, etc.; living expenses in connection with out-of-town travel, long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- Expenses of all office/personnel automobiles will be invoiced at our daily discounted rate as established by the local national car rental agency.
- Expenses of reproductions, postage, and handling of Drawings, Specifications and other documents, including reproductions for the office use of the Architect and the Consultants.
- Expenses of messenger services.
- Expenses of photographic reproduction.
- Expenses of renderings, models and mock-ups approved by the Owner.

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STANDARD STATEMENT OF TERMS AND CONDITIONS OF SERVICES Page 2...

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WILLINGBORO PUBLIC LIBRARY

ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046

Control Discordion

Memo

February 25, 2000

To: Township Council

Fr: Christine H. King, Library Director

Re: Recommendation to accept Proposal for FF&E

It is the recommendation of the Library Director that Township Council accept the FF&E proposal submitted by Croxton Collaborative for the planned library facility for the following reasons:

- The firms familiarity with, and a considerable understanding of the project, gained through extensive interactions with library staff;
- Advantage of having designed the floor plan and the natural flow of the creative process that comes with a seminal level of involvement;
- Acceptable Performance during the design phase;
- A stellar reputation for using environmentally friendly design and materials;
- Economy of time and money in using a known entity .

As an addendum to the proposal, the firm should provide product choices that also meet specifications of OSHA Workplace Ergonomic Standards, originally published November 23, 1999 in the Federal Register.

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

Rhoda

14 February 2000 / Revised 5 April 2000

Ms. Christine King Library Director Willingboro Public Library 1 Salem Road Willingboro, NJ 08046

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Yours Sincerely,

Randolph R. Croxton, FAIA Director of Architecture

Agreed to by:

The Honorable Jeffrey Ramsey, Mayor of Willingboro

// /

Date: 3/19/24

Kirsten Childs, ASID Director of Interior Design

Agreed to by:

Randolph K. Croxton, FAIA

Date: 6 April 2000

Encl.

cc: Mr. Norton Boneparte

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RESOLUTION NO. 2000 - 44

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

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

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

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

FIRST AMERICAN REAL ESTATE TAX SERVICE 333 EARLE OVINGTON BLVD SUITE 300 UNIONDALE, NEW YORK 11553 BLOCK 1301 LOT 14 40 SANDAL LANE VETERAN DEDUCTION	\$50.00
JOSEPH E. STIVES, JR 20 MANDOLIN LANE BLOCK 510 LOT 3 20 MANDOLIN LANE VETERAN DEDUCTION	50.00
FIRST AMERICAN REAL ESTATE TAX SERVICE 333 EARLE OVINGTON SUITE 300 UNIONDALE, NEW YORK 11553 BLOCK 523 LOT 32 1 MANAKIN PLACE VETERAN DEDUCTION	50.00
FIRST AMERICAN REAL ESTATE TAX SERVICE 333 EARLE OVINGTON SUITE 300 UNIONDALE, NEW YORK 11553 BLOCK 720 LOT 41 39 GENESSEE LANE VETERAN DEDUCTION	50.00
WILLINGBORO TWP. 1 SALEM ROAD BLOCK 512 LOT 17 145 MILLBROOK DRIVE OVERPAYMENT TAXES PER RESOLUTON	1962.50
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWERE 15 TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 827 LOT 26 284 EVERGREEN DRIVE SENIOR CITIZEN DEDUCTION	250.00

TRANSAMERICA REAL ESTATE TAX SERVICE \$50.00 172 EAB PLAZA W. TOWER 15TH FLOOR UNIONDALE, NEW YORK 11556-0172 BLOCK 242 LOT 7 22 BARRINGTON LANE **VETERAN DEDUCTION** RICHARD ALSPACH SR 1251.67 15 BEECHNUT LANE BLOCK 18 LOT 3.08 15 BEECHNUT LANE APPEAL FIRSTAR HOME MTG. 2357.97 4801 FREDERICA ST OWENSBORO, KY 42304-0005 BLOCK 317 LOT 25 139 PHEASANT LANE PAID IN ERROR MTG SERVICE CENTER 1482.82 PO BOX 5455 MT. LAUREL, N.J. 08054 BLOCK 632 LOT 7 8 HAWKINS LANE **OVERPAYMENT TAXES**

RESOLUTION NO. 2000 - 45

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 7th day of March, 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 B. RAMSEY

MAYOR

Rhoda Lichtenstadter,RMC

Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO:

Norton Bonaparte, Township Manager

Rhoda Lichtenstadter, Township Clerk

FROM:

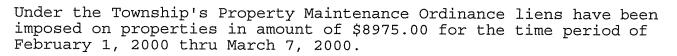
Leonard Mason

DATE:

March 7, 2000

SUBJECT:

PROPERTY MAINTENANCE VIOLATIONS



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

ADDRESS	AMOUNT	WORK DONE
27 Shawmont La (106-8) 20 Buckeye La (243-7) 560 Charleston 608-40) 34 Buttonbush La (221-9) 15 Pinafore La (321-11) 30 Montrose La (507-5) 17 Haskell La (609-38 21 Randolph Pl (902-143) 32 Holstone La (635-17)	\$ 80.00 \$ 100.00 \$ 80.00	Emer.repl. of boiler Emer.reprs. to heater Reroof entire house Board & sec bldg. Secure bldg. Clean up yd./rem debris Rem carts from prop Rem trash to landfill Rem trash to landfill
TOTAL	\$ 8975.00	

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

RESOLUTION NO. 2000 - 46

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 7th day of March, 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.

Rhoda Lichtenstadter, RMC

Township Clerk

RESOLUTION NO. 2000 - 47

RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing an increase in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$315,904.50

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this **28th**day of March, 2000, that the amount of deferred local school taxes be increased to \$8,745,869.00

EFFREY E. RAMSEY

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE:

March 22, 2000

TO:

Ms. Rhoda Lichtenstadter

FROM:

Joanne G. Diggs And W

SUBJECT:

Deferred School Tax

In the 1999 calendar year we raised \$17,491,783.00 for school tax. We normally disburse these funds to the School Board monthly from July 1999 to June 2000. At the end or December 1999 we were holding \$8,745,869 not yet disbursed to the School Board. The amount of the Deferral increased \$315,904.50 from the one done for the 1998 calendar year.

The alternative to deferring the remittance to the school board is to turn over the remaining funds immediately.

Please contact me if there are any questions.

C. Norton Bonaparte

RESOLUTION NO. 2000 - 48 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 matteror 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 Mar. 21, 2000, that an Executive Session closed to the public shall be held on Mar. 21, 2000, at 8:50 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR / Ramsey

Rhoda Lichtenstadter, RMC

Township Clerk

RESOLUTION NO. 2000 – 49

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION FOR 2000

WHEREAS, Willingboro Township Council, on the 4th of January, 2000 did adopt an Emergency Temporary Resolution as provided by the revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 4, 2000.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of March, 2000, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

TEMPORARY BUDGET APPROPRIATIONS FOR 2000

Township Council	SW	16,500
Township Council	OE	7,200
Township Manager	SW	84.000
Township Manager	OE	12,000
Township Clerk	SW	51,200
Township Clerk	SW	10,300
Receptionist/Comm.	OE	56,000
Finance	SW	91,000
Finance	OE	30,000
Tax Collection	SW	80,000
Tax Collection	OE	2,000
Tax Assessment	SW	44,000
Tax Assessment	OE	5,000
Employee Group Insurance	OE	459,400
Other Insurance	OE	300,000

Page 2

Res. No. 2000 – 49 cont'd.

Legal Services	SW	
Legal Services	OE	28,000
Public Defender	OE	15,000
Municipal Court	SW	1,500
Municipal Court	OE	66,200
Planning Board	SW	5,900
Planning Board	OE	500
Zoning Board	SW	1,600
Zoning Board	OE	900
Construction Official	SW	300
Construction Official	OE	31,400
Uniform Fire Safety Act	SW	2,000
Uniform Fire Safety Act	OE	17,000
Housing Inspection	SW	500
Housing Inspection	OE	88,000
Fire Marshall	SW	22,700
Fire Marshall	OE	5,100
Electric & Plumbing Insp.	SW	600
Electric & Plumbing Insp.	OE	48,000
Advisory Board	OE	51,600
Fire Company	SW	19,000 109,400
Fire Company	OE	136,200
Emergency Squad'	OE	17,500
Emergency Management	OE	5,000
Public Works Admin.	SW	40,000
Roads and Streets	SW	503.000
Roads and Streets	OE	93,600
Public Buildings and Grds.	SW	49,400
Public Buildings and Grds.	OE	136,800
Street Lighting	OE	205,250
Refuse Collection	OE	794,000
Recycling	SW	21,000
Recycling	OE	3,400
Township Engineer	OE	7,000
Clinical Services	SW	30,000
Clinical Services	OE	7,500
Public Assistance	SW	34,000
Public Assistance	OE	5,900
Library	SW	24,000
Library	OE	420,000
		.20,000

Recreation	SW	216,000
Recreation	OE	140,000
Public Events	OE	20,000
Clean Communities	SW	10,000
Clean Communities	OE	4,504
Police	SW	2,500,000
Police	OE	196,000
Animal Regulations	SW	55,000
Animal Regulations	OE	8,000
Social Security	OE	310,000

TOTAL EMERGENCY

7,756,854

JEFFR Mayor

Rhoda Lichtenstadter, RMC

Township Clerk

ATTEST

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

OFFICE OF THE TOWNSHIP GLERK

WILLINGSORO, MEN JERSEY

OFFICE OF THE TOWNSHIP GLERK

DATE:

March 24, 2000

TO:

Mr. Norton Bonaparte

FROM:

Joanne G. Diggs

SUBJECT:

Council Items

The attached resolution increases the temporary budget for all accounts. I anticipate that it should last through July 2000. Hopefully we will have our budget adopted by that time.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter

RESOLUTION NO. 2000 - 50

A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE BOND FOR RIVERVIEW SPORTSWEAR.

WHEREAS, at the request of the applicant, RIVERVIESPORTSWEAR, and recommendation of the Engineer, by his letter dated March 23, 2000, that the referenced site has met the requirements of the resolution granting site plan approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of March, 2000, that the performance guarantee be reduced in the amount of \$273,177.62 leaving the improvement guarantee in effect at \$50,569.58.

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

JEFFREY E RAMSEY

MAYOR

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

March 23, 2000

MAR 2 4 2000

OFFICE OF THE TWP CLERK WILLINGBORO, NEW JERSEY

G

Thomas J. Miller, PE & PP, CME

Robert W. Lord, PE & LS, PP

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

Jeffrey S. Richter, PE & PP

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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Gerald J. DeFelicis, Jr., CLA

Patrick Duffy, PE

Gordon L. Lenher, LS

Theresa C. McGettigan, CLP

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultant
C. Kenneth Anderson, PE & LS, PP

RE: Bond Reduction

Riverview Sportswear

LAWB File No. 98-39-85

Dear Rhoda:

At the request of the applicant, we have performed a bond reduction inspection for the project known as the Riverview Sportswear. Our inspection and calculations indicate that it would be appropriate for Council to allow for a guarantee reduction of \$273,177.62. This leaves the amount of the improvement guarantee in effect at \$50,569.58, according to the attached table.

Please call if you have any questions.

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, P.E. Township Engineer

CT:db

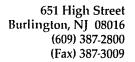
Enclosure

cc: Michael Macaluso

98-39-85\LET\CAT\BONDREDUCT-M23.DOC (00)

RIVERVIEW SPORTSWEAR LAWB File No. 98-39-85

As of 3/00, the following Performance Bond Items Remain Incomplete			
13	Landscaping & Contingency	LS	\$50,569.58
	a. Kousa Dogwood		
	b. Shademaster Honey Locust		
	c. Dwarf Japanese Holly		
	d. White Pine		





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

Robert W. Lord, PE & LS, PP Raymond L Wortell, II, PE & LS, PP, CMF

TRANSMITTED VIA FACSIMILE

March 23, 2000

Phomas J. Miller, PE & PP, CMF lettrey S. Richter, PF & PP

> Riverview Sportswear 1 Ironside Court Willingboro, NJ 08046

John P. Augustino Stephen L. Berger

Christopher I. Bouffard, PLS & PP

Barry S. Dirkin

Mark F. Malinowski, PE

Ashvin G. Patel, PF Carl A. Turner, PF Attention: Michael Macaluso

RE: Riverview Sportswear

Bond Reduction Request LAWB File No. 98-39-85

Dear Mr. Mike:

Patrick Duffy, PE Gordon L. Lenher, LS

Gerald I. Del'elicis, Ir., CLA

Theresa C. McGettigan, CLP

C. Kenneth Anderson, PE & LS, PP

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Consultant

I have reviewed the files on this project and held discussions with the Chief Inspector regarding your request for bond reduction. A bond reduction was found to be in order. I have requested that the bond be reduced in the amount of \$273,177.62, leaving a balance for remaining outstanding items of \$50,569.58.

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

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, P.E. Township Engineer

CT:db

cc:

Norton N. Bonaparte, Jr., Township Manager

Rhoda Lichtenstadter, Township Clerk

98-39-85\LET\CAT\MACALUSO-M23.DOC (00)