

RESOLUTION NO. 2000 - 51

A RESOLUTION AWARDED A PROFESSIONAL SERVICES CONTRACT TO GAIL FOUNTAINE FOR NEWSLETTER SERVICES.

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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of March 2000, that:

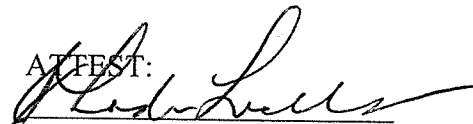
1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Editor for a term beginning April 1, 2000 and ending March 31, 2001,

2. The compensation is fixed at \$1,800.00 plus expenses, per newsletter issue published subject to approval by the Township Manager.

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

www.willingboro.org

COUNCIL MEMBERS

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

TOWNSHIP MANAGER

Norton N. Bonaparte, Jr.

March 29, 2000

**Ms. Gail Fontaine
150 Niagara Lane
Willingboro, New Jersey 08046**

Dear Ms. Fontaine:

Enclosed is a copy of Resolution No. 51-2000 adopted at the Willingboro Township Council meeting of March 28, 2000 awarding a Professional Services Contract as Newsletter Editor for a term beginning April 1, 2000 and ending March 31, 2001.

Thank you.

Sincerely,



**Rhoda Lichtenstadter, RMC
Township Clerk**

Enclosure

leb

INDEPENDENT CONTRACTOR AGREEMENT

Whereas, the Township of Willingboro requires the services of a Consultant to serve as Editor of the Township's Newsletter and media coordinator; and

Whereas, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Editor the Township's Newsletter and media coordinator; and

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

Whereas, the services of a Newsletter Editor and media coordinator can be performed by an independent Consultant at a cost below the level for which bids are required under the Local Public Contracts Law, and

Whereas, Gail Fontaine, has offered her services to the Township as an independent consultant qualified to perform the services of Newsletter Editor and media coordinator

Now, Therefore, It is Agreed by and between the Township of Willingboro and Gail Fontaine as follows:

- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Editor of the Township Newsletter and media coordinator
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 2000, to March 31, 2001, the Independent Consultant agrees to serve as Newsletter Editor for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager as well as serve as media coordinator.
- III. Compensation. During the term of this Agreement, the Independent Consultant shall be compensated at the rate of \$1800.00 plus expenses as approved by the Township Manager for each issue of the Township Newsletter published for which the Independent Consultant has served as Newsletter Editor. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township

within 30 days after publication of each issue along with the required voucher.

IV. Equal Opportunity.

1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant For employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the New Jersey Law Against Discrimination, NJSA.10:5-1 et seq. And all other applicable Federal and New jersey statutes of a similar nature.
2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against discrimination as set forth in NJSA 10:5-31 and the applicable regulations thereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

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

VI. New Jersey Law. This Agreement shall be governed by and construed in Accordance with the laws of the State of New Jersey. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Township of Willingboro and the Consultant.

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

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

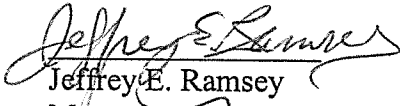
IX. Captions. The captions or the paragraph headings contained in this

Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

X Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

XI Termination. The parties hereto may terminate this Agreement by either party giving fifteen (15) days written notice to the other.

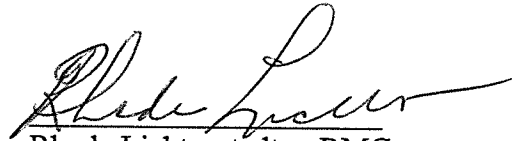
In Witness Whereof, this Agreement has been executed on this 6th day of April, 2000, for the purposes and the term specified herein.



Jeffrey E. Ramsey
Mayor



Gail Fontaine



Rhoda Lichtenstadter, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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Lavonne B. Johnson
Jeffrey E. Ramsey
Paul L. Stephenson*

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

September 22, 2000

Ms. Gail Fountaine
150 Niagara Lane
Willingboro, New Jersey 08046

Dear Ms. Fountaine:

Enclosed is a fully executed copy of the Independent Contractor Agreement.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb

RESOLUTION NO. 2000 - 52

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

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

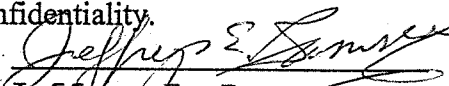
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Mar. 28, 2000, that an Executive Session closed to the public shall be held on Mar. 28, 2000, at 7:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 53

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 4th day of April, 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

PINNACLE REAL ESTATE 14026 THUNDERBOLT PLACE CHANTILLY, VA 20151-3225 BLOCK 1105 LOT 1 110 TYLER DRIVE VETERAN DEDUCTION	\$50.00
NORWEST ELECTRONIC TAX SERVICE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 1114 LOT 12 119 TIFFANY LANE APPEAL	112.76
NORWEST ELECTRONIC TAX SERVICE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 236 LOT 7 24 BABCOCK LANE APPEAL	206.75
FIRST AMERICAN REAL ESTATE STE 300 333 EARLE OVINGTON BLVD. UNIONDALE, NEW YORK 11553 BLOCK 727 LOT 80 36 GALLANT LANE 100% EXEMPT	1159.00
NORWEST ELECTRONIC TAX SERVICE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 523 LOT 38 94 MIDDLEBURY LANE VETERAN DEDUCTION	50.00

RESOLUTION NO. 2000 -54

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
1999	833/103	John & Heather A. Frank	\$50.00

WHEREAS, the above taxpayer was eligible for a Veteran's deduction for 1999 and missed the deadline for filing through no fault of their own; and


WHEREAS, the Tax Assessor recommends that the taxpayer be granted the deduction,

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 Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54-91.1 and 91.2; and

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


JEFFRY E. RAMSEY
MAYOR

ATTEST;


Rhoda Lichtensadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: March 24, 2000
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs
SUBJECT: Council Items

The attached resolution to cancel taxes per the Tax Assessor's recommendation in his letter of March 14, 2000.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter
Bill Tantum



TOWNSHIP OF WILLINGBORO

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

To
Council
for
action

To: Norton N. Bonaparte, Jr., Township Manager
From: William R. Tantom, Assessor
Date: March 14, 2000

RE: Property Tax Deduction
John J. & Heather A. Frank
81 Edge Lane
Block 833 Lot 103

This memorandum will serve to reiterate today's conversation regarding the above referenced matter.

Mr. and Mrs. Frank visited me in late 1999 to inquire about applying for a veteran's property tax deduction. It was apparent from our conversation that the veteran, John Frank, qualified for the deduction. I directed them to complete Form V.S.S. for the deduction, attach the required documents and file before the end of the year. Unfortunately, they were not in possession of the Mr. Frank's DD-214 at that time. Although, they immediately applied to the veteran's administration for a copy of his DD-214, they did not receive it until February, 2000. The application for property tax deduction was received on February 10, 2000 and was approved on February 16, 2000 for the tax year 2000.

Although I had told the Frank's that they would be eligible to receive the deduction for the 1999 tax year, I do not believe that they understood that the application had to be submitted during 1999. This misunderstanding can be rectified by recommending to Township Committee that taxes in the amount of the deduction, \$50, be "forgiven".

If you have any further questions or concerns, please contact Marie or me.

WRT:mlp

RESOLUTION NO. 2000 – 55

A RESOLUTION ESTABLISHING A WILLINGBORO
COMMITTEE ON VETERAN'S AFFAIRS.

WHEREAS, the Township of Willingboro has long benefited from the active role of veterans in the development of the community and in providing leadership in many civic organizations; and

WHEREAS, it is appropriate to establish the Willingboro Committee on Veteran's Affairs to advise the Township Council on issues of importance to veterans and to provide a coordinated effort to honor those men and women who have served in the United States Army, United States Navy, United States Marine Corps, United States Air Force, United States Coast Guard and the United States Merchant Marine; and

WHEREAS, the Willingboro Committee on Veteran's Affairs should include broad representation from among the veterans organizations active in the Township of Willingboro,

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:

1. There shall be a Willingboro Committee on Veteran's Affairs which consist of nine (9) members, including one representative from each of the following organizations:
Military Order Purple Heart
American Legion
Disabled American Veterans
Jewish War Veterans – Bookbinder Polsky Post
Marine Corp League Detachment 695
Northeast Chapter of the 24th Infantry Regimental Combat Assoc
Veteran's of Foreign Wars 4914
2. The Willingboro Committee on Veteran's Affairs shall also include one representative each of the Willingboro Township Council and the Willingboro Recreation Department and the Willingboro Township Manager.
3. The Veteran's Affairs Committee shall select a chairperson from among its Members who shall preside at all meetings of the Committee and who shall Report at least quarterly to the Willingboro Township Council on the Activities of the Willingboro Committee on Veteran's Affairs; and



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TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

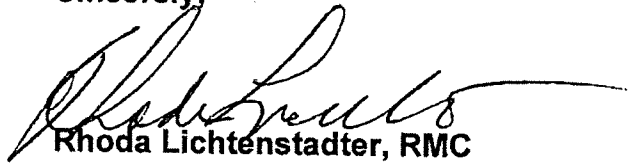
April 11, 2000

Mr. Frank Cook
15 Haskell Lane
Willingboro, New Jersey 08046

Dear Mr. Cook:

Enclosed is a copy of Resolution No. 55-2000 adopted at the Willingboro Township Council meeting of April 4, 2000 establishing a Willingboro Committee on Veteran's Affairs.

Sincerely,



Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/sb

cc: Albert Barber, 70 Mainbridge Lane
George Bussey, 165 Edge Lane
Ron Dash, 37 Madestone Lane
Jim Thompson, 25 Thornleigh Place

RESOLUTION NO. 2000 - 56

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

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

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

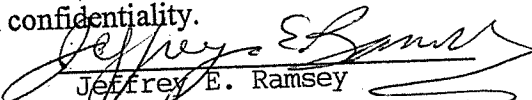
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

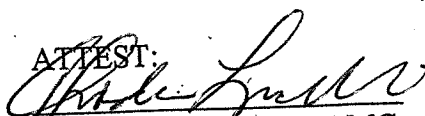
(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Apr. 4, 2000, that an Executive Session closed to the public shall be held on Apr. 4, 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.


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

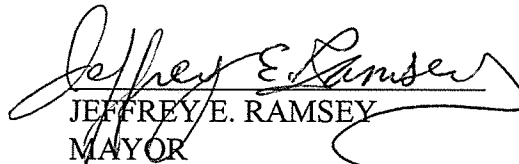
RESOLUTION NO. 2000 - 57

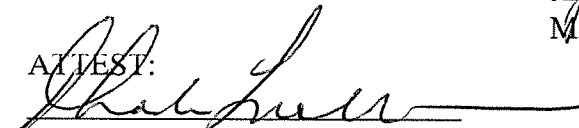
A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE
BOND FOR MCDONALDS.

WHEREAS, at the request of the applicant, MCDONALDS, and recommendation of the Engineer, by his letter dated April 17, 2000, a final inspection was performed and 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 25th day of April, 2000, that the performance guarantee be reduced in the amount of 144,196.68 leaving the improvement guarantee in effect at \$5,249.00 for the remaining work.

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

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk



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

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

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

April 17, 2000

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

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

John P. Augustino
Stephen L. Berger
Henry S. Dirkin
Mark E. Malinowski, PE
Hvin G. Patel, PE
Carl A. Turner, PE

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

Dear Rhoda:

Ronald J. DeFelicis, Jr., CLA
Richard L. Lenher, LS
Christina C. McGettigan, CLP
Kevin R. Ruble, LS
Rabachan Sethi, PE
Gary Zube, LS

At the request of the applicant, we have performed a final inspection of the above noted project. Our inspection and calculations indicate that it would be appropriate for Council to allow for a guarantee reduction of \$144,196.68 leaving \$5,249.00 for the remaining work. Additionally, a temporary Certificate of Occupancy is recommended conditioned upon the replacement of the deliberately placed non-conforming material (crushed stone) by the contractor. The owner should not be hindered by this activity nor should this cost be born by him.

Consultant
Kenneth Anderson, PE & LS, PP

Attached please find copy of inspector's report and my letter to the Project Manager regarding this incident.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, PE
Willingboro Township Engineer

CAT:db

Enclosure

cc: Norton Bonaparte w/attachment
Leonard Mason w/attachment

99-39-85\LET\CATREDUCTION-A17.DOC (00)

April 17, 2000

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

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

Mr. John Genther
Monument Management Corporation
P.O. Box 455
Malvern, PA 19355-0455

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

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

John P. Augustino
Stephen L. Berger
Gregory S. Dirkin
Thomas E. Malinowski, PE
Kevin G. Patel, PE
John A. Turner, PE

Dear John:

Our final inspection today revealed the site improvements generally comply with the approved plans.

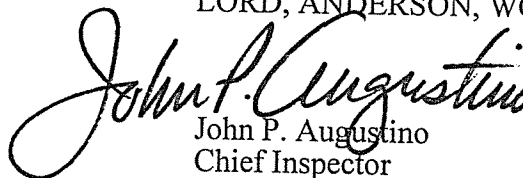
The following items were deficient and need repair:

1. Sweep and clean the access road and also remove asphalt debris along the fence.
2. The handicap space striping needs to be painted blue.
3. The brick pavers in the front planter need to be reset.
4. An as-built of the landscape installed needs to be supplied to LAWB.
5. There are at least five (5) suspect puddling areas in the new paving. These will be monitored after the rain.

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.


John P. Augustino
Chief Inspector

JPA: dac

Cc: Carl Turner, PE – Willingboro Township Engineer

99-39-85\LTRSUPAAGENTHER-A17.DOC (00)

PERFORMANCE GUARANTEE REDUCTION (1)

McDonald's Corporation
 Block 842
 Lots 14.02, 14.03, 15
 Willingboro, NJ
 LAWB Job No. 99-39-85

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
1	Site Demolition	LS	LS	\$12,000.00	\$12,000.00
2	Roadway Excavation Unclassified	CY	800	\$6.00	\$4,800.00
3	Mill Existing Pavement				
	a) On-Site Pavement	SY	1960	\$2.00	\$3,920.00
	b) Alley Pavement	SY	840	\$2.00	\$1,680.00
4	Dense Graded Aggregate	SY	130	\$6.00	\$780.00
5	Bituminous Stabilized Base Course, Mix I-2 (4" Thick)	SY	1500	\$8.60	\$12,900.00
6	Bituminous Concrete Surface Course, Mix I-5 (2" Thick)				
	a) On-Site Pavement	SY	3615	\$4.50	\$16,267.50
	b) Alley Pavement	SY	840	\$4.50	\$3,780.00
7	Reinforced Concrete Slab (5" Thick) Drive Thru	SY	165	\$36.00	\$5,940.00
8	Reinforced Concrete Apron	SY	70	\$27.00	\$1,890.00
9	Concrete Curb	LF	1200	\$10.00	\$12,000.00
10	Concrete Sidewalk	SY	150	\$27.00	\$0
11	Brick Pavers	SF	180	\$10.00	\$1,800.00
12	Striping	LS	1	\$1,200.00	\$1,000.00
13	Signs				
	"Stop"	EA	5	\$125.00	\$625.00
	"Do Not Enter"	EA	5	\$125.00	\$625.00
	"Handicapped Parking"	EA	2	\$125.00	<u>\$250.00</u>
Total Reduction this sheet					\$80,258.50

PERFORMANCE GUARANTEE REDUCTION (1)

McDonald's Corporation
Block 842
Lots 14.02, 14.03, 15
Willingboro, NJ
LAWB Job No. 99-39-85

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
14	Grease Trap	EA	1	\$1,500.00	\$1,500.00
15	4" Dia. Schedule 40 PVC	LF	263	\$10.00	\$2,630.00
16	6" Dia. High Density Polyethylene Pipe	LF	110	\$10.00	\$1,100.00
17	Re-Set Type "A" Inlet	EA	1	\$250.00	\$250.00
18	2" Dia. Water Service	LF	125	\$25.00	\$3,125.00
19	4" Dia. PVC San. Sewer	LF	125	\$18.00	\$2,250.00
20	Clean Outs	UT	3	\$100.00	\$300.00
21	Light Standard (Single)	EA	7	\$1,750.00	\$12,250.00
22	Light Standard (Double)	EA	1	\$2,000.00	\$2,000.00
23	Soil Erosion and Sediment Control	LS	1	\$5,000.00	\$5,000.00
24	Landscaping (see attached)	LS	1	\$9,626.40	<u>\$8,626.40</u>
Total Reduction this Page					\$39,031.40
Total Reduction Page No. 1					\$80,258.50
Total Reduction					\$119,289.90
Total					\$144,196.68
Total Remaining					\$5,249.00

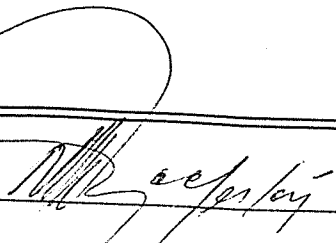
SAMPLES TAKEN TODAY

NO. MATERIAL	QUANTITY	UNIT	PRODUCER/SOURCE	SEAL NO.

REMARKS: CONTRACTOR EXCAVATE FOR SIDEWALK CONSTRUCTION. THE SUB-GRADE WAS NOT SHAVED NOR COMPACTED TO ACCOMMODATE THE REQUIRED BASE. CONTRACTOR INSTALLED 3/4" CRUSHED STONE BASE WHICH WAS NOT THE MATERIAL SPECIFIED ON THE PLANS. I POINTED OUT MY OBSERVATION IN RELATION TO WHAT WAS SPECIFIED ON PLAN TO THE SITE SUPERINTENDENT. THE SITE Supt. WENT TO THE CONTRACTOR AND TOLD HIM THAT THE PLANS CALLED FOR D.G.A OR RECYCLED CONCRETE. THE CONTRACTOR TOLD THE SITE Supt. HE WAS NOT TAKING OUT THE STONE HE ALREADY PLACED BUT WOULD INSTALL D.G.A FROM THERE ON WHEN THE SIDEWALK WAS WIDER. ALTHOUGH CONTRACTOR AGREED TO USE D.G.A ON THE REMAINING SECTION OF SIDEWALK BASE HE CONTINUED USING THE 3/4" STONE. JOHN AUGUSTINO CHIEF INSPECTOR & CARL TURNER TWP. ENGINEER WERE INFORMED OF THE SITUATION.

SKETCH: CONTRACTOR PROCEED & POURED CONCRETE ON 3/4" CRUSHED STONE BED

NO JOINT FILLER FOR EXPANSION WAS PLACED BETWEEN THE ENDS OF THE SIDEWALK. AT APPROXIMATELY 12.45 PM A REPRESENTATIVE FROM MCDONALD'S CAME TO ME AND SAID HE UNDERSTOOD I WAS BEING TOUGH ON THE CONTRACTOR AND THEY WERE NOT BUILDING A TAJMAHAL. I TOLD HIM I WAS JUST FOLLOWING WHAT WAS ON THE PLAN DETAILS AND THE GENERAL NOTES, THAT WERE THERE.

INSPECTOR: 

DATE: 3.30.2000

LORD, ANDERSON, WORRELL & BARNETT, INC.

DAILY INSPECTION REPORT

Project Name: M^r DONALD'S Report No. _____
 Municipality: WILLINGBORO TWP. Project No. 99-39-85
 Contractor: CREA CONCRETE & MASONRY Date: 3.30.2000
 Location of Work: SIDEWALK AROUND BUILDING Day: THURSDAY
 Weather: FAY & SUNNY Temp. 48° A.M. 56° P.M.

CREW	CLASSIFICATION	EQUIPMENT
1	FOREMAN / OPERATOR	1 BACKHOE
4	CONCRETE LABORERS	1 VIBRATING PLATE
		1 UTILITY TRUCK

ITEM	DESCRIPTION	QUANTITY	UNIT	PREVIOUS	TODAY	TOTAL

MATERIALS RECEIVED TODAY			
MATERIAL	QUANTITY	UNIT	PRODUCER/SOURCE
4700 3500 P.S.I. CONCRETE	6.5	CYDR	VINELAND GROUP INC.
3500 P.S.I. "	6.5	cyms	" " "

TICKET # - CONTROL #



Member of the Scancem Group

MAYS-LANDING SAND & GRAVEL CO.
856-785-2022

Vineland Group Inc.

P.O. Box 957
Marlton, N.J. 08053
856-768-6800

249653

VINELAND TRANSIT MIX CONCRETE CO.
856-768-6800

MATERIAL ORDER & DISPATCH
1-800-608-6789

DANGER WARNING: FRESHLY MIXED CONCRETE CONTAINS CEMENT AND OTHER CHEMICALS THAT MAY CAUSE BURNS OR IRRITATION TO EYES AND SKIN UPON DIRECT CONTACT. HANDLE WITH CARE. PROTECT SKIN WITH WATERPROOF BOOTS AND GLOVES, LONG SLEEVED SHIRTS AND LONG PANTS. WASH OR FLUSH EXPOSED AREAS IMMEDIATELY WITH WATER AND GET PROMPT MEDICAL ATTENTION WHERE NECESSARY. KEEP CHILDREN AWAY. CALL 1-800-608-6789 TO OBTAIN ADDITIONAL MATERIAL SAFETY DATA.

MATERIALS ARE SOLD IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DELIVERY TICKET AND ON OUR "SUPPLY CONTRACT" QUOTATION PREVIOUSLY FURNISHED.

SOLD TO: CREA, STEPHEN D. DELIVERY TO: WILLINGBORO BEV RANDCAS RD

DELIVERY INSTRUCTIONS: WORKING AT THE MCDONALDS-NEAR THE WILLINGBORO VOLUNTEER FIRE CO

ORDER NO. 40 TICKET NO. 5752 TRUCK NO. 242 DRIVER NAME FRASCELLA, NICK P.O. NO. PHONE NO. 520-5472

CUSTOMER CODE CREASD PROJECT/QUOTE NO. CREASD999 TICKET TIME 08:30 DUE ON JOB 09:30 SOURCE CODE 2 TICKET DATE 30-Mar-00 LOT/BLOCK NO.

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT OF MEAS	UNIT PRICE	AMOUNT
6.50	6.50	6.51	1947500	3500#A AE 3/4AGG	CY		
6.50	6.50	1.00	14HE	1% HIGH EARLY	YD		
1.00	1.00	1.00	M65	ENVIRONMENT CHARG	LOA		
1.00	1.00	1.00	M66	FUEL SURCHARGE	LOA		
6.50	6.50	0.00	M42	FREIGHT CHARGE N	YD		
				WINTER CONCRETE			

AGGREGATE PRODUCTS CONCRETE PRODUCTS PRICING

GROSS WT.	LEAVE PLANT	ARRIVE JOB	START POUR	MATERIAL TOTAL	\$
	9:30	9:45	9:56	FREIGHT	\$
TARE WT.	FINISH POUR	LEAVE JOB	ARRIVE PLANT	OTHER	\$
NET WT.	10:32	:	:	TAXABLE AMOUNT	\$
QUARRY NAME	USE	HOW UNLOADED	REQ. SLUMP	TAX	\$
QUARRY TICK. NO.	SIDEWALK		4.00	TOTAL THIS TICKET	\$
SUB-BASE MATERIALS AVAIL -CALL YOUR PLANT	GALLONS ADDED	FINAL SLUMP	TESTS	TOTAL THIS ORDER	\$
			<input type="checkbox"/> AIR <input type="checkbox"/> SLUMP <input type="checkbox"/> CYLINDERS <input type="checkbox"/> BEAMS		

DRIVER'S SIGNATURE:

PLEASE READ REVERSE SIDE BEFORE SIGNING
TERMS & CONDITIONS AND RECEIPT OF THE ABOVE MATERIALS ARE ACCEPTED "AS DELIVERED".
RECEIVED IN GOOD CONDITION BY:
CUSTOMER AUTHORIZED AGENT FOR CUSTOMER

TICKET # - CONTROL #



Vineland Group Inc.

P.O. Box 957
Marlton, N.J. 08053
856-768-6800

249677

MAYS LANDING SAND & GRAVEL CO.
856-785-2022

VINELAND TRANSIT MIX CONCRETE CO.
856-768-6800

MATERIAL ORDER & DISPATCH
1-800-608-6789

DANGER WARNING: FRESHLY MIXED CONCRETE CONTAINS CEMENT AND OTHER CHEMICALS THAT MAY CAUSE BURNS OR IRRITATION TO EYES AND SKIN UPON DIRECT CONTACT. HANDLE WITH CARE. PROTECT SKIN WITH WATERPROOF BOOTS AND GLOVES, LONG SLEEVED SHIRTS AND LONG PANTS. WASH OR FLUSH EXPOSED AREAS IMMEDIATELY WITH WATER AND GET PROMPT MEDICAL ATTENTION WHERE NECESSARY. KEEP CHILDREN AWAY. CALL 1-800-608-6789 TO OBTAIN ADDITIONAL MATERIAL SAFETY DATA.

MATERIALS ARE SOLD IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DELIVERY TICKET AND ON OUR "SUPPLY CONTRACT" QUOTATION PREVIOUSLY FURNISHED.

OLD TO CREA, STEPHEN D.	DELIVERY TO WILLINGBORO 3EV RANCOOAS RD
-----------------------------------	---

DELIVERY INSTRUCTIONS
WORKING AT THE MCDONALDS-NEAR THE WILLINGBORO VOLUNTEER FIRE CO

ORDER NO. 40	TICKET NO. 5776	TRUCK NO. 208	DRIVER NAME DENISE FIELDS	P.O. NO.	PHONE NO. 820-5472
CUSTOMER CODE CREASD	PROJECT/QUOTE NO. CREASD999	TICKET TIME 13:20	DUE ON JOB ASAP	SOURCE CODE 2	TICKET DATE 30-Mar-00
LOT/BLOCK NO.					

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT OF MEAS	UNIT PRICE	AMOUNT
6.50	13.00	13.00	1947500	3500#A RE 3/4AGG	CY		
6.50	13.00	1.00	17HE	1% HIGH EARLY	YD		
1.00	2.00	1.00	M65	ENVIRONMENT CHARG	LOA		
1.00	2.00	1.00	M66	FUEL SURCHARGE	LOA		
6.50	13.00	0.00	M42	FREIGHT CHARGE N	YD		
WINTER CONCRETE							

AGGREGATE PRODUCTS			CONCRETE PRODUCTS			PRICING	
GROSS WT.	LEAVE PLANT	ARRIVE JOB	START POUR	MATERIAL TOTAL	\$		
	2:17	2:33	2:40	FREIGHT	\$		
NET WT.	FINISH POUR	LEAVE JOB	ARRIVE PLANT	OTHER	\$		
QUARRY NAME	USE SIDEWALK	HOW UNLOADED	REQ. SLUMP	TAXABLE AMOUNT	\$		
			4.00	TAX	\$		
QUARRY TICK. NO.	GALLONS ADDED	FINAL SLUMP	TESTS <input type="checkbox"/> AIR <input type="checkbox"/> SLUMP <input type="checkbox"/> CYLINDERS <input type="checkbox"/> BEAMS	TOTAL THIS TICKET	\$		
				TOTAL THIS ORDER	\$		

PLEASE READ REVERSE SIDE BEFORE SIGNING

TERMS & CONDITIONS AND RECEIPT OF THE ABOVE MATERIALS ARE ACCEPTED "AS DELIVERED".

RECEIVED IN GOOD CONDITION BY AUTHORIZED AGENT FOR CUSTOMER

CUSTOMER, _____

DRIVER'S SIGNATURE

RESOLUTION NO. 2000 – 58

A RESOLUTION OF ACCEPTANCE OF CREDIT
CARDS FOR GOVERNMENT OBLIGATIONS.

WHEREAS, the Government Electronic Payment Acceptance Act (P.L. 1995) And recent adoption of rules implementing the Act in the New Jersey Administrative Code (N.J.A.C. 5:30-9 et. Seq.) allows for the acceptance of Credit Card payments.


WHEREAS, it is the desire of the Township to provide economic efficiencies to government operations and make the government more “customer friendly”,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of April, 2000, that the Township Council will permit departments to accept credit cards for payment of fees and charges as permitted by N.J.A.C. 5:30-9 et. Seq.)

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

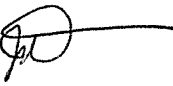

JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: April 19, 2000
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Council Items

The attached resolution will allow the Township Departments to accept Credit Card payments for municipal fees and charges. Currently, we are contemplating accepting Visa and MasterCard in the Recreation Department. Other Departments may be interested in the future.

The Recreation Department provided for the fees in their 2000 budget. Fees are 1.88% plus .28 for Visa plus and 2.15% plus .28 Master Card. The equipment is \$19.00 per month and no contract is necessary.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter ✓
Harry McFarland

RESOLUTION NO. 2000 – 59

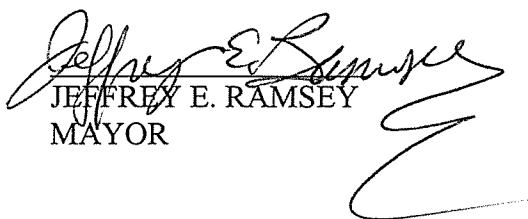
A RESOLUTION AWARDING A BID FOR LEASING AND
PURCHASING POLICE VEHICLES.


WHEREAS, the Township Council of the Township of Willingboro has
Requested bids be submitted for the leasing and purchasing of Police Vehicles; 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 HERTRICH, MILFORD, DELAWARE, for the award of schedule A & B of
The bid proposal for the leasing of vehicles under Option C and for the award of
Schedule C of the bid proposal for the purchase under option A in the total amount
Of \$102,058.50 ;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 25th day of April, 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.


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Hertrich, M. Fred DeLaure
7 Leased Police Vehicles

Approved Amount 102,058.50

The money necessary to fund said contract is in the amount of \$ 73,428.50 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 00-77-316. These funds are not being certified as being available for more than one pending contract.

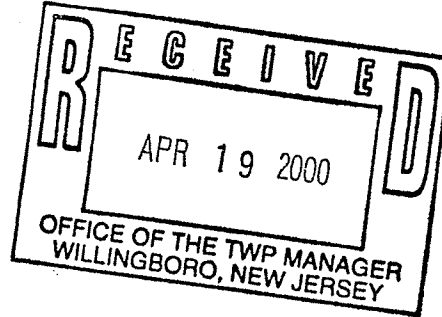
Douglas W. Austin for Joanne Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

WILLINGBORO TOWNSHIP POLICE

INTER-OFFICE MEMO

*To
down
for
ACD*



TO: NORTON N. BONAPARTE, JR.
TOWNSHIP MANAGER

FROM: BENJAMIN C. BRAXTON
DIRECTOR OF PUBLIC SAFETY


DATE: APRIL 19, 2000

SUBJECT: **BID OPENING FOR POLICE VEHICLES**

As you are aware, on Tuesday, April 18, 2000 at 10:30AM, there was a bid opening for Police vehicles. There were only two bids, Hertrich from Milford Delaware and Winner Ford from Cherry Hill, New Jersey. As the bids stand at present, Hertrich is approximately \$2000 less per vehicle than Winner Ford. Also, Winner Ford violated some of the conditions and rules for bid submission and it is believed that their bid is illegal. With the above stated information, the Police department makes the following recommendations for the purchase of critically needed vehicles as follows:

The leasing of seven marked patrol vehicles, and four unmarked patrol vehicles which would make our lease payment \$73,428.50. This includes a deduction of trade-ins of five current high mileage vehicles. The department would also like to purchase a new Expedition for K-9 patrol through capital budgeting (this is a truck that can be purchased under capital). The cost of the expedition is \$28,630.00, which is less than the \$34,000.00 put in the budget for purchasing used vehicles for the Detective Division.

The Police department feels that the above scenario would be the most advantageous for the Police department and the Township for economic reasons. If you have any concerns, please do not hesitate to contact me.


Benjamin C. Braxton
Director of Public Safety

Schedule (A) Four Door Full Size Patrol Vehicle, Schedule (B) Four Door Full Size Unmarked Detective Vehicle, Schedule (C) Four Door Full Size 4WD Sport Utility Vehicle and Schedule (D) Four Door MID Size 4WD Sport Utility Vehicle or Equal. Bids opened by Joda Lichtenstadter, Twp. Clerk, Tuesday, April 18, 2000 at 10:30 a.m. Present was a representative from Winner Ford of Cherry Hill, NJ and also were Mr. Braxton and Officer Bieniek.

" Bid Return Sheet " (Schedule A)

<u>Option "A" - Purchase Price</u>	<u>Hertrich</u>	<u>Winner Ford C.H.</u>
Purchase price of vehicle (unit price)	<u>\$20,642.00</u>	<u>\$22,438.11</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
"Base Care" Warranty (3yr - 100,000 miles "0" deductible)	<u>3,075.00</u>	<u>3,075.00</u>
Price per unit deduct trade (if applicable) include warranty	<u>23,717</u>	<u>-</u>
<u>Option "B" - Lease Purchase 36 Monthly Payments</u>		
Purchase price of vehicle (unit price)	<u>20,642.00</u>	<u>22,438.11</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
Total payment for term of lease (36 months) per vehicle	<u>22,415.40</u>	<u>25,216.45</u>
Monthly payment per vehicle	<u>622.65</u>	<u>700.45</u>
Annual percentage rate	<u>5.75%(030164)</u>	<u>7.25%</u>
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	<u>3,075.00</u>	<u>3,075.00</u>
Total monthly cost include warranty (include trade in figure if applicable)	<u>715.40</u>	<u>-</u>
<u>Option "C" - Lease Purchase 3 Annual Payments</u>		
Purchase price of vehicle (unit price)	<u>20,642.00</u>	<u>22,438.11</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
Total payment for term of lease (3 years) per vehicle	<u>21,845.88</u>	<u>24,368.49</u>
Annual payment per vehicle	<u>7,281.96</u>	<u>8,122.83</u>
Annual percentage rate	<u>5.95%(352774)</u>	<u>7.35%</u>
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	<u>3,075.00</u>	<u>3,075.00</u>
Total Annual payment cost (including warranty) per vehicle (Delivery 90-120 days) (Including trade-in figure if applicable)	<u>8,366.74</u>	<u>-</u>

The Following items must be submitted with the proposal form for:

1. Bid Guarantee	<u>X</u>	<u>X</u>
2. Certificate of Consent of Surety	<u>X</u>	<u>X</u>
3. Disclosure Statement	<u>X</u>	<u>X</u>
4. Non-Collusion Affidavit	<u>X</u>	<u>X</u>
5. Affirmative Action Affidavit (signed and dated)	<u>X</u>	<u>X</u>
6. Any other document required by bid specifications:		
Bid Certification	<u>X</u>	<u>X</u>
Conflict of Interest	<u>X</u>	<u>X</u>

To Officer Bieniek for review and recommendations.

cc: Council, Manager & Solicitor

/eb

" Bid Return Sheet " (Schedule B)

Option "A" - Purchase Price

	<u>Hertrich</u>	<u>Winner Ford C.H.</u>
Purchase price of vehicle (unit price)	<u>\$20,663.00</u>	<u>\$22,593.00</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
"Base Care" Warranty (3yr - 100,000 miles "0" deductible)	<u>3,075.00</u>	<u>3,075.00</u>
Price per unit deduct trade (if applicable) include warranty	23,738	-

Option "B" - Lease Purchase 36 Monthly Payments

Purchase price of vehicle (unit price)	<u>20,663.00</u>	<u>22,593.00</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
Total payment for term of lease (36 months) per vehicle	<u>22,438.08</u>	<u>25,083.36</u>
Monthly payment per vehicle	<u>623.28</u>	<u>696.76</u>
Annual percentage rate	<u>5.75%(030164)</u>	<u>7.25%</u>
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	<u>3,075.00</u>	<u>3,075.00</u>
Total monthly cost include warranty (include trade in figure if applicable)	716.04	-

Option "C" - Lease Purchase 3 Annual Payments

Purchase price of vehicle (unit price)	<u>20,663.00</u>	<u>22,593.00</u>
Trade-in figure (if applicable)	<u>N/A</u>	<u>N/A</u>
Total payment for term of lease (3 years) per vehicle	<u>21,868.11</u>	<u>24,239.97</u>
Annual payment per vehicle	<u>7,289.37</u>	<u>8,079.99</u>
Annual percentage rate	<u>5.95%(352774)</u>	<u>7.35%</u>
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	<u>3,075.00</u>	<u>3,075.00</u>
Total Annual payment cost (including warranty) per vehicle (including trade-in figure if applicable)	8,374.15	-

Hertrich
(Delivery 90-
120 days) A.R.O.

/eb

" Bid Return Sheet " (Schedule C)

Option "A" - Purchase Price

Purchase price of vehicle (unit price)

Hertrich
\$27,660.00

Winner Ford C.H
\$30,222.90

Trade-in figure (if applicable)

N/A

N/A

"Base Care" Warranty (3yr - 100,000 miles "0" deductible) (Add'tl .cost for 5.4L V-8 \$571. each)

970.00

N/A

Price per unit deduct trade (if applicable) include warranty

28,630

-

Option "B" - Lease Purchase 36 Monthly Payments

Purchase price of vehicle (unit price)

27,660.00

30,222.90

Trade-in figure (if applicable)

N/A

N/A

Total payment for term of lease (36 months) per vehicle

30,036.24

33,473.52

Monthly payment per vehicle

.834.34

929.82

Annual percentage rate

5.75%(030164)

6.45%

Extended Warranty "Base Care" per vehicle (Add \$17.23 per payment for 5.4L V-8 Engine)
(3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents

970.00

N/A

Total monthly cost include warranty (include trade in figure if applicable)

863.60

-

Option "C" - Lease Purchase 3 Annual Payments

Purchase price of vehicle (unit price)

27,660.00

30,222.90

Trade-in figure (if applicable)

N/A

N/A

Total payment for term of lease (3 years) per vehicle

29,273.19

32,478.61

Annual payment per vehicle

9,757.73

10,826.20

Annual percentage rate (Add \$201.44 per payment for 5.4L V-8 Engine)

5.95%(352774)

6.55%

Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents

970.00

N/A

Total Annual payment cost (including warranty) per vehicle (Including trade-in figure if applicable) (Delivery 60 - 90 days A.R.O.)

10,099.92

-

Pro guard
Warranty
Premium Care
96,000 miles
0-Ded -\$2,880.00
Cover everything
but ware items
Cost for any
4x4 vehicle

" Bid Return Sheet " (Schedule D)

Option "A" - Purchase Price

	<u>Hertrich</u>	<u>Winner Ford C.H.</u>
Purchase price of vehicle (unit price)	\$23,706.00	\$23,649.70
Trade-in figure (if applicable)	N/A	N/A
"Base Care" Warranty (3yr - 100,000 miles "0" deductible)	825.00	N/A
Price per unit deduct trade (if applicable) include warranty	24,531	-

Option "B" - Lease Purchase 36 Monthly Payments

Purchase price of vehicle (unit price)	23,706.00	23,649.70
Trade-in figure (if applicable)	N/A	N/A
Total payment for term of lease (36 months) per vehicle	25,742.52	26,467.56
Monthly payment per vehicle	715.07	735.21
Annual percentage rate	5.75% (.030164)	7.0%
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	825.00	Not available Police trucks N/A
Total monthly cost include warranty (include trade in figure if applicable)	739.96	-

Option "C" - Lease Purchase 3 Annual Payments

Purchase price of vehicle (unit price)	23,706.00	23,649.70
Trade-in figure (if applicable)	N/A	N/A
Total payment for term of lease (3 years) per vehicle	25,088.58	25,609.98
Annual payment per vehicle	8,362.86	8,536.66
Annual percentage rate	5.95% (.352774)	7.1%
Extended Warranty "Base Care" per vehicle (3yrs - 100,000 miles - "0" deductible) must supply warranty coverage documents	825.00	N/A
Total Annual payment cost (including warranty) per vehicle (Delivery 60 - 90 days) A.R.O.	8,653.90	-

/eb



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

www.willingboro.org

COUNCIL MEMBERS

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

April 27, 2000

Mr. Michael Wright
Hertrich Fleet Sales
695 North DuPont Highway
Milford, Delaware 19963

Dear Mr. Wright:

Enclosed please find a copy of Resolution No. 59-2000 adopted at the Willingboro Township Council meeting of April 25, 2000 awarding the bid for Leasing and Purchasing Police Vehicles to Hertrich Fleet Services, Milford, Delaware.

Also enclosed is your original Bid Bond along with a copy of the bid return sheet.

Thank you for taking part in our bidding process.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosures

/eb



TOWNSHIP OF WILLINGBORO

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Lavonne B. Johnson

Jeffrey E. Ramsey

Paul L. Stephenson

TOWNSHIP MANAGER

Norton N. Bonaparte, Jr.

April 27, 2000

Mr. Paul Erdbrink
Winner Ford of Cherry Hill
250 Haddonfield-Berlin Road
Cherry Hill, New Jersey 08034

Dear Mr. Erdbrink:

Enclosed please find a copy of Resolution No. 59-2000 adopted at the Willingboro Township Council meeting of April 25, 2000 awarding the bid for Leasing and Purchasing Police Vehicles to Hertrich Fleet Services, Milford, Delaware.

Also enclosed is your original Bid Bond along with a copy of the bid return sheet.

Thank you for taking part in our bidding process.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosures

/eb

RESOLUTION NO. 2000 – 60

A RESOLUTION AWARDDING 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

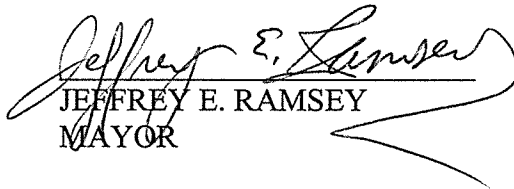
WHEREAS, bids have been received, opened and read in public; and

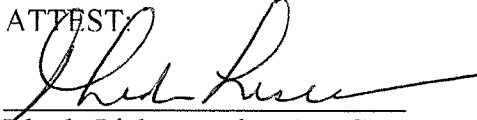
WHEREAS, it appears to be in the best interest of the Township to accept
the bids of JORDANS GRAPHICS, OCS PRINTING, ADVANCED PRINTING,
PROGRESSIVE FORMS AND LABELS; and

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 25th day of April, 2000,
that the bid be accepted as per the attached bid return sheet; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST

Rhoda Lichtenstadter, RMC
Township Clerk

SCHEDULE OF AWARD:

JORDANS GRAPHIC COMMUNICATIONS:

ITEMS: 12,21,22,27,28,

OCS PRINTING

ITEMS: 5,7,8,9,10,11,15,16,18,19,20,24,25,26,30

ADVANCED PRINTING

ITEMS: 6,13,14,17,

PROGRESSIVE FORMS & LABELS

ITEMS: 1,2,3,4,23,29

Jordan's Graphic Communications
Mr. Frank Jordan
7300 Industrial Center – Bldg. 311
7300 N. Crescent Blvd.
Pennsauken, NJ. 08110
856-663-1001

OCS Printing, Inc.
1045 Asbury Ave.
Ocean City, New Jersey 08226
609-398-~~7375~~
7290

Advanced Printing
522 Rt. 9N Suite 387
Manalapan, New Jersey 07726
732-617-8000

Progressive Forms & Labels
200 Corporate Circle
~~Pittsburgh, Pa.~~ 17110
717-671-8300
Harrisburg

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

Jordan's CCS Advanced Print, Progressive
Forms & Labels

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

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

2000 Printing Bid - Bids opened Friday, April 14, 2000 at 10:30 a.m. by Rhoda Lichtenstadter.
 Present was a representative from Jordan's Graphics.
 (7 Bid Packets mailed and 2 were faxed totalling 9)

BID RETURN SHEET

Jordan's OCS Advanced Progressive
 Graphics Printing Printing Forms & Label

GENERAL ITEMS:	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
1. Envelope #10 (Cream/Cambridge Writing)	40,000	\$ 83.50/M	\$ 52.50	\$ 52.00/M	\$ 23.70/M	
2. Window Envelope/Dlo Not Forward #10	40,000	25.00/M	22.95	24.50/M	21.56/M	
3. Window Envelope #10 (General)	10,000	25.00/M	22.95	30.50/M	21.56/M	
4. Envelope #10 (White)	30,000	24.25/M	20.95	22.00/M	20.00	

TOWNSHIP CLERK'S OFFICE:

5. Solicitor/Redder License	100	70.25/H	35.00/Lot	156.00	N/B	
6. Taxi Cab License, Numbered books of 50 bound & performed at stub	2 (bks)	96.90 Per bk	130.00/Lot	94.00 Per bk	N/B	

FINANCE DEPARTMENT:

7. 6 X 9 Envelopes for Certificates	3,000	68.52/M	47.00	78.00/M	N/B	
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The following items must be submitted with the proposal form for:

	1. Bid Guarantee	2. Certificate of Consent of Surety	3. Disclosure Statement	4. Non-collusion Affidavit	5. Affirmative Action Affidavit (signed and dated)	6. Any other document required by bid specifications
	X (ck)	X	X	X	X	
	X	X	X	X	X	
	X	X	X	X	X	
	X	X	X	X	X	
	X	X	X	X	X	
	X	X	X	X	X	

cc: Council, Manager & Solicitor

Jordan's
Graphics

OCS
Printing

Advanced
Printing

Progressive
Forms & Label

INSPECTIONS DEPARTMENT:

APPROXIMATE QUANTITIES

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

- 8. Trash Ticket - 4" X 11" / Red paper 1,000 \$ 141.80/M
- 9. Courtesy Notice (2 pages/ NCR) 25 per pad 1,000 95.21/M
- 10. Fence Permit, 2 pg NCR, Numbered 500 15.88/4
- 11. Property Maintenance Violation 1,000 120.96/M
- 12. Grass Notice, 2pg/NCR (25 to a pad) 40 (pads) 95.21/M

ASSESSOR'S OFFICE:

- 13. Property Record & Appraisal Card Commercial & Property 500 57.07/H
- 14. Property Record & Appraisal Card Residential 1,100 57.07/H

MUNICIPAL COURT:

- 15. Order Payment of Fines, (Crim/hah) 2pg/color/NCR 1,000 88.66/M
- 16. Intoxicated Driver Penalty Provisions 4 pg/color, NCR 1,000 161.18/M
- 17. Notice to Defendant following Conviction 2 pg/color, NCR 1,000 88.66/M

RECREATION/PUBLIC WORKS DEPARTMENT:

- 18. Program Registration Form NCR, Numbered 150 Per Pad 10 (pads) 27.88 Per Pad
- 19. Surrey Reservation Log, Page 1 50 NCR Sets 10 (pads) 28.68/H

(1,500 forms)
141.00/M
121.00/500
N/B
N/B

** (Item #9)
1,000 forms not 1,000 Pads

RECREATION/PUBLIC WORKS DEPARTMENT: cont'd.

APPROXIMATE QUANTITIES

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000

Jordan's Graphics

OCS Printing

Advanced Printing

Progressive Forms & Label

20. Surrey Reservation Log Page 2
50 NCR Sets 10 (pads)

\$ 28.68/H

\$ 95.00/Lot

\$121.00/500

N/B

21. Pool Tag Registration
3 Carbonless copies per form,
White, Yellow & Pink 100 per pad

Based on 10 Pads
27.88/Per Pad

45.00/Per Pad

121.00/500

N/B

22. Envelope - Size #10, Cream, Black Ink
with Black Seal 4000

28.00

52.50

76.00/M

40.00/M

POLICE DEPARTMENT:
23. Warning Notice - 2 pgs/color/NCR &
numbered (50 per pad) 100 pads

4.86/Per Pad

325.00/Lot

168.00/M
50X100 5,000

Forms 167.00/M

24. Certification of Registration
2 Aided (perforated in two parts) 500

21.31/H

60.00/Lot

238.00/500

N/B

25. Juvenile Complaint Report
4 part NCR (perforated at top) 1,000

200.50/M

110.00/Lot

179.00/M

222.00/Total

26. Burglary Prevention Guide (Home) 1,000

101.00/M

95.00

379.00/M

N/B

27. Operation Identification (Home) 400

21.25/H

N/B

149.00/400

N/B

28. Operation Identification (Vehicle) 400

21.25

N/B

149.00/400

N/B

29. Uniform Arrest Report
4 pgs/color NCR (Perforated tops) 5,000

160.60/M

130.00

140.00/M

103.06/M

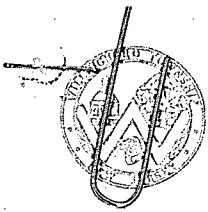
30. Violation Notice - 3 pgs/2 color with carbons
20 sets per pad (last page is the hard copy) 1,000

345.00/M

70.00

394.00/M

N/B



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

www.willingboro.org

COUNCIL MEMBERS

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

April 26, 2000

Mr. Frank Jordan
Jordan's Graphic Communications
7300 Industrial Center-Bldg. #11
7300 N. Crescent Blvd.
Pennsauken, NJ 08110

Dear Mr. Jordan:

Enclosed is a copy of Resolution No. 60-2000 adopted at the Willingboro Township Council meeting of April 25, 2000 awarding the 2000 Printing Bid.

Also enclosed is your check (No. 123758) in the amount of \$1,100.00 along with a copy of the bid return sheet.

Thank you for taking part in our bidding process.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosures

/eb

cc: OCS Printing
Advanced Printing
Progressive Forms & Label Systems, Inc.
Dept. Heads

RESOLUTION NO. 2000 - 61

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

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

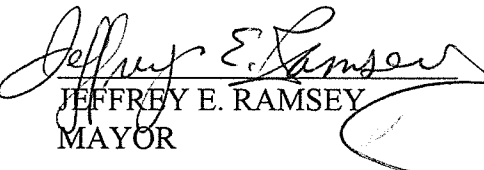
WHEREAS, the Township of Willingboro may accept donations for a specific municipal purpose as specified in the donation; and

WHEREAS, the Township of Willingboro does wish to establish a Veteran's Memorial in the Township; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds for that memorial.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 25th day of April, 2000, hereby requests the approval of the Division of Local government Services to appropriate moneys received in trust for this memorial and expenditures related thereto.

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

www.willingboro.org

COUNCIL MEMBERS

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

April 25, 2000

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

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 2000 – 61, adopted by Willingboro Township Council on April 25, 2000, requesting your approval for a Dedication by Rider.

Thank you for your cooperation.

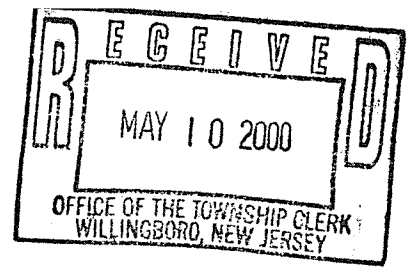
Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

RL

Encs.



RESOLUTION NO. 2000 - 61

A RESOLUTION REQUESTING APPROVAL OF
DIRECTOR OF DIVISION OF LOCAL GOV'T. SERV.
FOR "DEDICATION BY RIDER" .

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

WHEREAS, the Township of Willingboro may accept donations for a specific municipal purpose as specified in the donation; and

WHEREAS, the Township of Willingboro does wish to establish a Veteran's Memorial in the Township; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds for that memorial.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 25th day of April, 2000, hereby requests the approval of the Division of Local government Services to appropriate moneys received in trust for this memorial and expenditures related thereto.

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

APPROVAL of NJSA 40A:4-39 RESOLUTION
Rider Donations NJSA 40A:5-29
Veteran's Memorial
DEPARTMENT OF COMMUNITY AFFAIRS
Division of Local Government Services
Ulrich H. Steinberg, Jr., Director
By Christen M. Zapinski 5-5-00
Duly Appointed Designee Date

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

Apr 25, 2000

TOWNSHIP CLERK

RESOLUTION NO. 2000 - 62

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

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

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

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

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/25, 2000, that an Executive Session closed to the public shall be held on 4/25, 2000, at 7:05 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.

Jeffrey E. Ramsey
Jeffrey E. Ramsey
MAYOR

ATTEST:
Rhoda Lichtenstadter
Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 63

**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.**

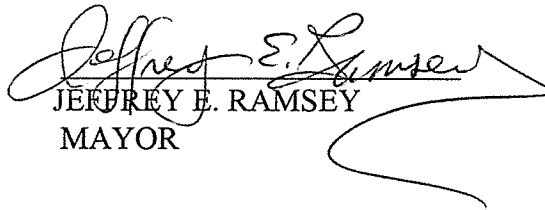
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

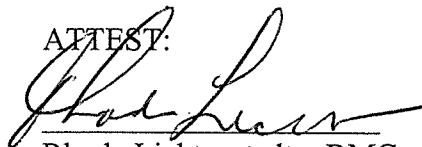
WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

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 2nd day of May, 2000, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

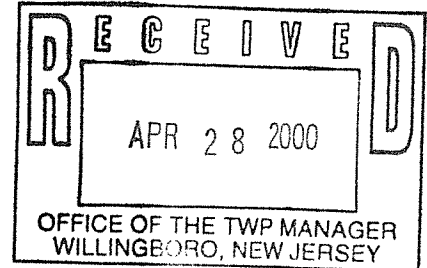
To
Council
for
Action

MEMO TO: Norton Bonaparte, Township Manager
Rhoda Lichtenstadter, Township Clerk

FROM: Leonard Mason

DATE: May 2, 2000

SUBJECT: PROPERTY MAINTENANCE VIOLATIONS




Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$1940.00 for the time period of March 7, 2000 thru May 2, 2000.

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

<u>ADDRESS</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
30 East Stokes Rd	\$ 300.00	Emergency board-up
43 Hewlet La	\$ 380.00	Emergency board-up
43 Hewlet La	\$ 435.00	Remove debris; take to landfill
2 Henderson La	\$ 170.00	Remove t&d; take to landfill
67 Holyoke	\$ 80.00	Remove all trash, tires, etc.
18 Snowflower La	\$ 80.00	Board windows & shed
2 Raleigh Pl	\$ 80.00	Rpr trim on porch
91 Shawmont La	\$ 130.00	Repl damaged porch column
22 Raeburn Pl	\$ 285.00	Emergency board-up (fire)
TOTAL	\$ 1940.00	

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 - 64

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

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

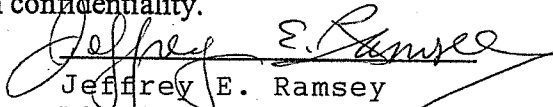
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 2, 2000, that an Executive Session closed to the public shall be held on May 2, 2000, at 7:20 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 65

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

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


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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/9, 2000, that an Executive Session closed to the public shall be held on 5/9, 2000, at 10:00p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. ~~2000~~ - 66

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

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

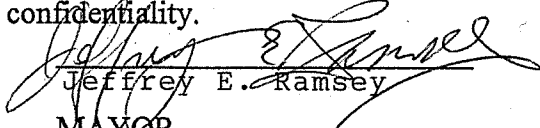
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

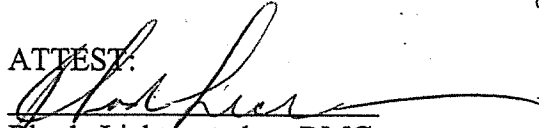
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/10, 2000, that an Executive Session closed to the public shall be held on 5/10, 2000, at 9:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey

MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 – 67

AWARD OF BID FOR AIR CONDITIONING AND
OTHER MISCELLANEOUS WORK AT JFK.

WHEREAS, the Township Council of the Township of Willingboro has requested
That bids be submitted for AIR CONDITIONING AND MISCELLANEOUS WORK
At the JOHN F. KENNEDY CENTER; and

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

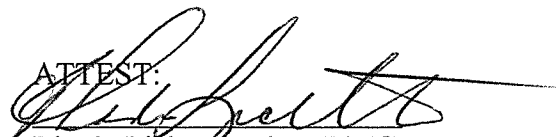
WHEREAS, it appears to be in the best interest of the Township to accept
The bid of AIR CONTROL TECHNOLOGIES, INC. in the amount of \$464,043; and

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 16th day of May, 2000,
That the bid be accepted as per the attached bid return sheet and recommendation of
Mr. John Gibson, Tarquini Organization; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

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

Control
AIR Technology, Inc
New Air Conditioning Units And Misc work
At Kennedy Center

The money necessary to fund said contract is in the amount of \$ 464,043.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number SEE BELOW. These funds are not being certified as being available for more than one pending contract.

04-0594-E1	14,500
04-0595-1B	56,900
04-0695-EMGMT	12,400
04-0296-BEMGMT	63,600
04-0298-COP	131,000
04-0598-B10	110,500
04-0598-B2	45,143

464,043



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

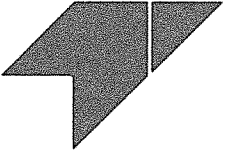
The **Tarquini** Organization

May 9, 2000

Joseph T. Tarquini, Jr., AIA, PP
John W. Gibson, Jr., AIA

Robert K. Annussek
Massoud Mohadjeri, AIA, PP
Janice R. Soper

*To
Council
for
Action*



Willingboro Township
Attn: Norton A. Bonaparte, Jr.
Township Manager
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: New Air Conditioning Units and
Miscellaneous Work at
The Kennedy Center
PN 99091

Dear Mr. Bonaparte:

Please be advised that we have reviewed the bid proposals for the above-referenced project which were publicly opened at the Township Administration Office on May 8, 2000 at 10:30 A.M., and have listed the lowest responsive Bidder with the respective bid amount consisting of the Base Bid and Alternate Numbers 1, 2, 3 and 4:

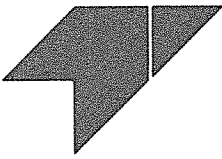
<u>NAME</u>	<u>AMOUNT</u>
Air Control Technology, Inc.	\$ 326,904.00 Base Bid-Area "A"
762 White Horse Pike	\$ 21,112.00 Alt. 1-Area "B"
Atco, NJ 08004-2162	\$ 38,976.00 Alt. 2-Area "C"
	\$ 36,256.00 Alt. 3-Area "D"
	\$ 40,795.00 Alt. 4-Area "E"
TOTAL CONTRACT VALUE	<hr/> \$ 464,043.00

Bids were received in alternates or areas of the building. These areas correspond to the same areas for the reroofing project. The Base Bid area includes the furnishing and installation of new units in the gymnasium and auditorium areas. These units will also be connected to either new or existing ductwork in these areas and will be operational. The work in the Base Bid would be awarded to Air Control Technologies, Inc. for a contract amount of \$326,904.00.

Should you desire to install new roof top units in the remaining building, you would select Alternates 1, 2, 3 and 4 for a total contract amount of \$464,043. The new roof top units in Alternates 1, 2, 3 and 4 will only be installed on the roof and will not be operational or connected to any ductwork as the uses of the individual rooms have not been determined as of yet. The units are sized for their respective areas. For your information, Alternate 4 area is the classroom wing surrounding the courtyard.

The **Tarquini** Organization

Willingboro Township
Attn: Mr. Norton A. Bonaparte, Jr.
PN 99091
May 9, 2000
Page Two



The bid proposal submitted by the above Bidder has been properly executed, and the Surety Company underwriting the bond is licensed to conduct business in the State of New Jersey, as required.

The Public Disclosure Statement, Application for Public Works Contractor Registration, Notice of Classification, and NJ Department of Treasury "Total Amount of Uncompleted Contracts" form were submitted by the above-mentioned Bidder in accordance with the bidding requirements.

We have retained one (1) copy of the bid proposal submitted by each of the Bidders and are returning all original bid proposals to you for your records. We have also enclosed a copy of the Bid Tabulation Sheet and the Bid Award Tabulation Sheet for your use.

Trusting you will find the above satisfactory, we request that you advise us of the Township's final decision, so that we may prepare agreements for final execution between you and the Bidder.

THE TARQUINI ORGANIZATION, a Professional Organization

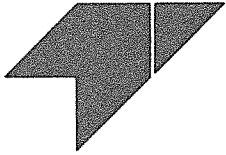


John W. Gibson, Jr., AIA
President

JWG:pw

Enclosures

cc: The Tarquini Organization, Attn: Joseph Kondracki
The Tarquini Organization, Attn: Janice Soper
File: O:\TTODATA\PROJECTS\99091\Construction\Bid Review Letter to Owner.doc



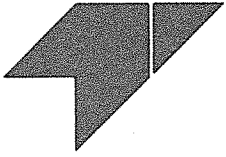
BID AWARD TABULATION SHEET

Project Name: NEW AIR CONDITIONING UNITS AND
MISCELLANEOUS WORK AT THE KENNEDY CENTER
429 JOHN F. KENNEDY WAY
WILLINGBORO, NEW JERSEY 08046

Project No.: 99091 Bid Date/Time: 5/8/00 @ 10:30 AM

Contract No.: SINGLE

CONTRACTORS	BRADFORD MECHANICAL, INC,	DELAWARE VALLEY MECH. CONTRACTORS	AIR CONTROL TECH. INC.	ALLIANCE COMPANY	
BASE BID-Area "A"	\$375,000.00	\$329,000.00	\$326,904.00	NO BID	
Alt. 1- Area "B"	\$30,000.00	\$39,000.00	\$21,112.00	NO BID	
Alt. 2- Area "C"	\$40,000.00	\$56,000.00	\$38,976.00	NO BID	
Alt. 3- Area "D"	\$44,000.00	\$54,000.00	\$36,256.00	NO BID	
Alt. 4- Area "E"	\$44,000.00	\$57,000.00	\$40,795.00	NO BID	
TOTAL	\$533,000.00	\$535,000.00	\$464,043.00	NO BID	



BID TABULATION SHEET

Project Name: NEW AIR CONDITIONING UNITS AND MISCELLANEOUS WORK AT THE KENNEDY CENTER
429 JOHN F. KENNEDY WAY
WILLINGBORO, NEW JERSEY 08046

Project No.: 99091 Bid Date/Time: 5/8/00 @ 10:30 AM

Contract No.: SINGLE

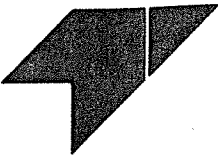
CONTRACTORS	BRADFORD MECHANICAL, INC,	DELAWARE VALLEY MECH. CONTRACTORS	AIR CONTROL TECH. INC.	ALLIANCE COMPANY	
BASE BID-Area "A"	\$375,000.00	\$329,000.00	\$326,904.00	NO BID	
Alt. 1- Area "B"	\$30,000.00	\$39,000.00	\$21,112.00	NO BID	
Alt. 2- Area "C"	\$40,000.00	\$56,000.00	\$38,976.00	NO BID	
Alt. 3- Area "D"	\$44,000.00	\$54,000.00	\$36,256.00	NO BID	
Alt. 4- Area "E"	\$44,000.00	\$57,000.00	\$40,795.00	NO BID	

The **Tarquini** Organization

June 19, 2000

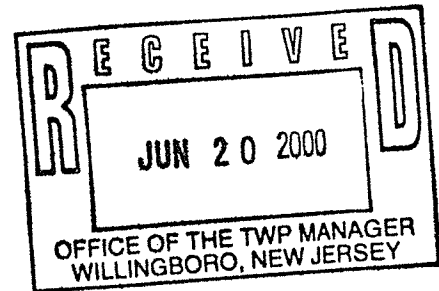
Joseph T. Tarquini, Jr., AIA, PP
John W. Gibson, Jr., AIA

Robert K. Annussek
Massoud Mohadjeri, AIA, PP
Janice R. Soper



Willingboro Township
Attn: Mr. Norton A. Bonaparte, Jr.
Township Manager
One Salem Road
Willingboro, New Jersey 08046

RE: New Air Conditioning Units and
Miscellaneous Works at
The Kennedy Center
PN 99091



Dear Mr. Bonaparte:

Enclosed please find six (6) copies of the Standard Form of Agreement Between Owner and Contractor (AIA Document A101) signed by Air Control Technology, Inc. for your execution. Please have the agreements signed on Page 6 by the appropriate individual representing the Owner.

Upon execution, please return three (3) complete sets of the Agreements, Insurance Certificates and Performance Bond to our office for distribution, by us, to the Contractor and our files.

Forward one (1) copy directly to your attorney and retain the remaining two (2) copies for your records.

If you should have any questions, please feel free to call.

THE TARQUINI ORGANIZATION, a Professional Association


John W. Gibson, Jr., AIA
President

JWG:lg

Enclosures – Agreement/Insurance Certificates/Performance Bond

cc: Air Control Technology, Inc., Attn: Mr. Anthony Piconne
The Tarquini Organization, Attn: Mr. Massoud Mohadjeri, AIA, PP
The Tarquini Organization, Attn: Contract Administration Department
File: O:\TTODATA\PROJECTS\99091\Construction\Letter Forwarding Contracts to Owner.doc

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 – PN 99091

AGREEMENT

made as of the 17th day of May in the year of Two Thousand

BETWEEN the Owner: Willingboro Township
 One Salem Road
 Willingboro, New Jersey 08046

and the Contractor: Air Control Technology, Inc.
 762 White Horse Pike
 Atco, New Jersey 08016

The Project is: New Air Conditioning Units and
 Miscellaneous Work at
 The Kennedy Center
 429 John F. Kennedy Way
 Willingboro, New Jersey 08046

The Architect is: The Tarquini Organization, PA
 1812 Federal Street
 Camden, NJ 08105

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, copyright 1987 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5292. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

AIA DOCUMENT A101 - OWNER-CONTRACTOR AGREEMENT - TWELFTH EDITION. AIA - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced under license number 100964 and can be produced without violation until December 1999.

Electronic Document Service A101-1987 1

The Owner and Contractor agree as set forth below.

ARTICLE I
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall substantially completed by July 24, 2000, based upon the Contractor receiving a Notice to Proceed on or before June 1, 2000.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

If the Contractor fails to complete fully, entirely and in conformity with the provisions of this Contract, the Project and every part and appurtenance thereof within the time stated above, or within such provisions of this Contract, then the Contractor shall and hereby agrees to pay the Owner for each and every calendar day that he is in default on time to complete the work, the amount of Four Hundred Dollars (\$400.00) which said amount per day is agreed to by the parties hereto, to be liquidated damages, not a penalty.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Four Hundred Sixty Four Thousand Forty Three Dollars and Zero Cents (\$464,043.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

\$329,904.00 – Base Bid-Area “A”
\$ 21,112.00 – Alternate 1-Area “B”
\$ 38,976.00 – Alternate 2-Area “C”
\$ 36,256.00 – Alternate 3-Area “D”
\$ 40,795.00 – Alternate 4-Area “E”
\$464,043.00 - Total

4.3 Unit prices, if any, are as follows:

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment to the Contractor not later than the twenty-fifth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of two percent (2%) of the amount due on each partial payment withheld when the outstanding balance of the contract exceeds \$500,000, and five percent (5%) of the amount due on each partial payment shall be withheld when the outstanding balance of the contract is \$500,000 or less. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of twenty-five percent (25%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Upon Substantial Completion of the work, the retainage will not be decreased.

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

5.8 Reduction or limitation of retainage, if any, shall be as follows:

NONE

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Zero Percent

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 28, 2000 and are as follows:

Document	Title	Pages
----------	-------	-------

See Project Manual Index

- 9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

Section	Title	Pages
---------	-------	-------

See Project Manual Index

- 9.1.5 The Drawings are as follows, and are dated, March 28, 2000 unless a different date is shown below:

Number	Title	Date
--------	-------	------

See Project Manual Section 00600, Schedule of Drawings

- 9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

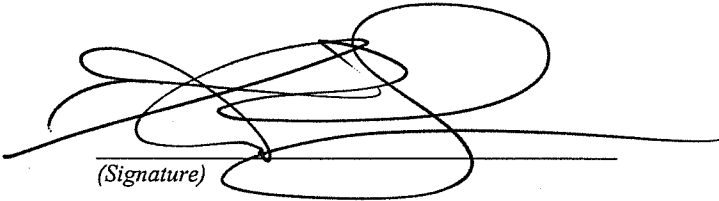
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER:

Willingboro Township
One Salem Road
Willingboro, New Jersey 08046

CONTRACTOR:

Air Control Technology, Inc.
762 White Horse Pike
Atco, New Jersey 08016



(Signature)



(Signature)

Norton Bonaparte Jr
(Printed name and title) Township Mgr

Anthony N. Piccone Pres
(Printed name and title)

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

00300-11

PN 99091

REQUIRED FORMS

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND (Pursuant to N.J.S 2A:44-147)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Air Control Technology, Inc. as Principal, and Reliance Ins. Co. as Surety, are hereby held and firmly bound unto Twp. of Willingboro in the penal sum of ** dollars (\$464,043) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. **Four Hundred Sixty Four Thousand, Fourty Three Dollars

Signed this 17th day of May, 2000.

The condition of the above obligation is such that whereas, the above named Principal did on the 17th day of May, 2000, enter into a Contract with Twp. of Willingboro, which said Contract is made a part of this the bond the same as though set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having adjust claim, as well as for the Obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the Drawings and Project Manual therefore shall in any way affect the obligation of said Surety on its bond.

Air Control Technology, Inc.

By: [Signature]

Anthony Piccirilli Pres.

Reliance Insurance Company

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[Signature: Kelly H. Walsh]
Witness as to Surety

By: [Signature: Bonnie A. Rodgers]

Bonnie A. Rodgers, Attorney-In-Fact

Countersigned at _____

By: _____ This _____ day of _____ 200__.

Contractor's Name: Air Control Technology, Inc.

Contractor's Address: 762 White Horse Pike, Atco, NJ 08004

1 ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

2
3 State of New Jersey)
4) SS
5 County of Camden)
6

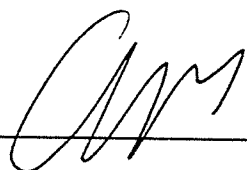
7 On this 10 day of June, 2000, before me personally came and
8 appeared Anthony N. Piccone to me known, who, being by me duly
9 sworn, did depose and say that he resides at 12 Evans Court, Berlin, NJ

10
11 that he is the President of Air Control Technology, Inc.
12 the corporation described in and which executed the foregoing instrument; that he
13 knows the seal of said corporation; that one of the impressions affixed to said
14 instrument is an impression of such seal; that it was so affixed by order of the
15 Directors of said corporation, and that he signed his name thereto by like order.
16

17
18
19
20 *Trisha H. Piccone*

21
22 (SEAL)

23 **TRISHA H. PICCONE**
24 **Notary Public of New Jersey**
25 **My Commission Expires Feb. 02, 2006**

26
27
28 
29

30 ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

31
32 State of _____)
33) SS
34 County of _____)

35 On this _____ day of _____, 200 __, before me personally came and
36 appeared _____ to be known to be one of the
37 members of the firm of _____ described in and who executed
38 the foregoing instrument and he acknowledged to me that he executed the same as and
39 for the act and deed of said firm.
40

41 (SEAL)

42 Contractor's Name Air Control Technology, Inc.

43 Contractor's Address 762 White Horse Pike, Atco, NJ 08004
44

1 ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

2
3 State of _____)
4) SS
5 County of _____)
6

7 On this _____ day of _____, 200__, before me personally came and
8 appeared _____ to be known to me to be the
9 person described in, and who executed the foregoing instrument and acknowledged that
10 he executed the same.

11
12 (SEAL) _____
13

14
15
16 The rate of premium on this bond is \$ 15.00 per thousand.

17
18 The total amount of premium charged is \$ 6,961.00.
19

20 (The above is to be filled in by Surety Company.)
21 (Power of Attorney of person signing
22 for the Surety Company must be attached.)
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42 Contractor's Name Air Control Technology, Inc.

43
44 Contractor's Address 762 White Horse Pike, Atco, NJ 08004

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A: 44-143
(for use when surety (ies) have a certificate U.S. Secretary of the Treasury
in accordance with 31 U.S.C. s9305)

- Reliance Insurance Company
- United Pacific Insurance Company
- Reliance National Indemnity Company
- Reliance Surety Company

surety (ies) on the attached bond hereby certify (ies) the following:

- (1) The surety (ies) meets the applicable capital and surplus requirements of R.S. 17:17-6 as the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety (ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 1999, which amounts have been certified on a Consolidated Certification by Deloitte & Touche (CPA), 1700 Market Street, Philadelphia, PA and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street, Trenton, New Jersey.

<input checked="" type="checkbox"/>	Reliance Insurance Company	\$1,240,205,170
<input type="checkbox"/>	United Pacific Insurance Company	\$ 83,831,853
<input type="checkbox"/>	Reliance National Indemnity Company	\$ 127,043,825
<input type="checkbox"/>	Reliance Surety Company	\$ 23,709,322

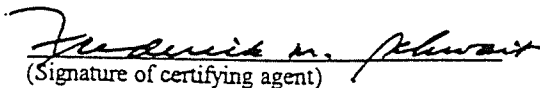
- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. s 9305, the underwriting limitation established therein on July 1, 1999 is as follows:

<input checked="" type="checkbox"/>	Reliance Insurance Company	\$104,673,000
<input type="checkbox"/>	United Pacific Insurance Company	\$ 5,298,000
<input type="checkbox"/>	Reliance National Indemnity Company	\$ 7,995,000
<input type="checkbox"/>	Reliance Surety Company	\$ 2,244,000

- (4) The amount of the bond to which this statement and certification is attached is \$ 464,043.00.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) above, then for each such contract of reinsurance:
 - (a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is Reliance Insurance Company, Philadelphia, PA.
 - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17: 51 B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE
(to be completed by an authorized certifying)
agent for each surety on the bond

I, Frederick M. Schwait, as Vice President for Reliance Ins. Co., a corporation insurance company domiciled in Pennsylvania, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


(Signature of certifying agent)

Frederick M. Schwait
(Printed name of certifying agent)

Vice President
(Title of certifying agent)

May 17, 2000
(Date)

RELiance SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELiance INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Kevin McCabe, Sandra L. Coulbourn, Kelly L. Walsh, Charles McCabe, Bonnie A. Rodgers., of Bridgeport, New Jersey their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this December 10, 1999.



RELiance SURETY COMPANY
RELiance INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

David T. Akers

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this, December 10, 1999, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17 day of May 2000.

Anita Zippert
Secretary



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

FINANCIAL STATEMENT DECEMBER 31, 1999

ASSETS

Cash and Short Term Investments.....	\$ 168,452,282
Securities (Long Term).....	4,473,527,489
Premium Balances	970,266,682
Accrued Interest and Dividends.....	44,531,524
Federal Income Taxes	162,585,379
Other Assets.....	907,050,621
Total Admitted Assets.....	<u>\$ 6,726,413,977</u>

LIABILITIES

Losses and Loss Adjustment Expense.....	\$ 2,728,098,975
Unearned Premiums.....	1,048,959,138
Other Taxes	33,111,618
Other Liabilities.....	1,676,039,076
Total Liabilities	<u>\$ 5,486,208,807</u>

CAPITAL AND SURPLUS

Capital Stock.....	\$ 44,586,703
Surplus	1,195,618,467
Total Policyholders' Surplus	1,240,205,170
Total Liabilities, Capital and Surplus	<u>\$ 6,726,413,977</u>

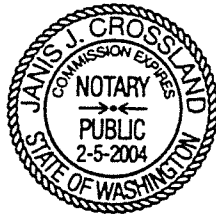
State of Washington)
County of King) SS.

Mark W. Alsup, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et seq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 1999.

Sworn to me this 24th day of April, 2000.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2004.



Mark W. Alsup

Vice President



ACORD CERTIFICATE OF LIABILITY INSURANCE EP ID JK AIRCO-1 DATE (MM/DD/YY) 05/22/00

PRODUCER
THE BARCLAY GROUP
 Walter S. Barclay Agency, Inc.
 202 Broad Street, P.O. Box 244
 Riverton NJ 08077

Walter S. Barclay Agency, Inc.
 Phone No. 856-829-1594 Fax No. 856-829-9498

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Selective Insurance
COMPANY B	TIG Insurance Company
COMPANY C	
COMPANY D	

INSURED

Air Control Technology Inc.
 Anthony Piccone
 762 White Horse Pike
 Atco NJ 08004

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	S1455460	06/16/99	06/16/00	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	S1455460	06/16/99	06/16/00	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	UB 44957	06/16/99	06/16/00	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 80592349	06/16/99	06/16/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 New Air Conditioning Units and Miscellaneous Work at the Kennedy Center Township of Willingboro is named as additional insured.

CERTIFICATE HOLDER

WILLING

Township of Willingboro
 One Salem Road
 Willingboro NJ 08046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Walter S. Barclay Agency *John J. Latona*
 - ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR AZ
AZRCO-1

DATE (MM/DD/YY)
06/07/00

PRODUCER
THE BARCLAY GROUP
Walter S. Barclay Agency, Inc.
202 Broad Street, P O Box 244
Riverton NJ 08077

Walter S. Barclay Agency, Inc.
Phone No. 856-829-1594 Fax No. 856-829-9498

INSURED

Township of Willingboro
c/o Air Control Technology
762 White Horse Pike
Atco NJ 08004

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

COMPANIES AFFORDING COVERAGE

- COMPANY A Selective Insurance
- COMPANY B
- COMPANY C
- COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BYNDER	05/07/00	06/07/01	GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGO \$
	<input type="checkbox"/> CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY \$
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH ER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT \$
	<input type="checkbox"/> OTHER	<input type="checkbox"/> EXCL			EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

New Air Conditioning Units and Misc. Work at the Kennedy Center. The Tarquini Organization is named as additional insured.

CERTIFICATE HOLDER

TARQUIN

The Tarquini Organization
1812 Federal Street
Camden NJ 08105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Walter S. Barclay Agency, Inc.

ACORD CORPORATION 1988

RESOLUTION NO. 2000 - 68

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

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

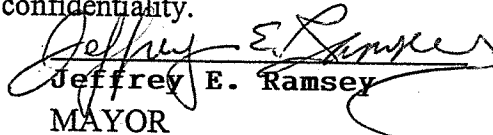
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/16, 2000, that an Executive Session closed to the public shall be held on 5/16, 2000, at 10:30 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

Resolution No. 2000 - 69

A Resolution of the Township Council of the Township of Willingboro
Certifying the Amount Necessary to be Appropriated for the 2000 - 20001 Budget
of the Willingboro Township School District.

Whereas, the 2000-2001 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

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

Whereas, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2000-2001 budget, and

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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 16th day of May, 2000, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2000-2001 school budget year:

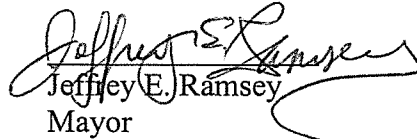
Original Tax Levy appearing on the ballot	
at the 2000 Annual School Election	\$18,285,098.00
Amount of Reduction to tax levy for base budget	0.00
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation for school purposes	\$18,285,098.00

and

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

Be It Further Resolved that certified copies of this Resolution, including the attached Statement, shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County

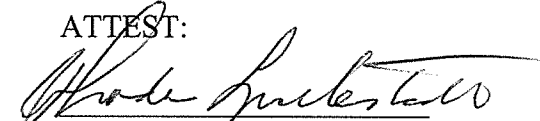
Superintendent of Schools and to the Burlington County Board of Taxation,
for their information and attention.


Jeffrey E. Ramsey
Mayor

It is hereby certified that true copy of a resolution by the
Township Council of the township of Willingboro assembled
In public session on May 16,2000.

It is further certified to the board of Education of the Willingboro Township
School District, to the Burlington County Superintendent of Schools and the
Burlington County Board of Taxation that the amount set forth in the Resolution
Is the amount determined to be necessary to provide a thorough and efficient
System of schools in the Willingboro Township School District for the 2000-
2001 school budget year.

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

**STATEMENT OF THE
WILLINGBORO TOWNSHIP COUNCIL
ON THE
2000-2001 WILLINGBORO SCHOOL BUDGET**

Since 1972 there have been a total of 29 school budgets submitted to the voters.

The voters have approved 8 of those budgets and have required the Township Council to act on 21 of the annual school budgets. The last budget to receive the approval of the voters was the 1987-1988 school budget.

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

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

The Board of Education must devote resources, including resources from the 2000-2001 budget, to address issues of school security, maintenance of facilities, including the athletic facilities, the provision of health care and the continuing need for funding diverted to the state mandated Charter Schools.

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

There also needs to be attention given at the State level to the very substantial impact on the school district by the placement of an extraordinary number of foster children into Willingboro. The School District is required to educate those children, but the funding for those children is not being fully funded by the State and the resulting impact on the taxpayers of Willingboro is unconsonable. In addition to the fiscal impact of the large numbers of foster children, there is an impact on the ability of the

school district to provide quality education and to increase the test scores by which the School District is evaluated. The transient nature of foster children presents unique challenges for public education and the scores of those children should not be included in the overall test score evaluation of the school district.

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

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

Last year the Township Council determined that the school budget was so tight that additional reductions could not be safely made without jeopardizing a thorough and efficient system of public schools.

The financial situation this year is even tighter. Shortfalls resulting from underbudgeting of the amount needed to compensate retiring staff and the funding needed to provide the required health care insurance for employees has resulted in a situation where there is essentially no available surplus. While surplus funds should not be excessively high, there is a real fiscal danger in not maintaining some surplus funds for unanticipated contingencies or to appropriate into future budgets.

The forecast for the next several years is that budgets will continue to be exceptionally tight and many desirable programs as well as needed maintenance will have to be carefully phased in over several years.

It would be advisable for the Board of Education and the School Administration to spend the next few months developing a five (5) year plan projecting the financial needs of the school district and the manner in which those needs will be addressed. The citizens need that information and need to have confidence in the fiscal planning undertaken by the school district.

When the Township Council held a public hearing on the school budget to solicit comments and suggestions from the public, there were recommendations that the school budget could be cut, but there were no specifics that could actually indicate that the school budget had excess funding.

There are others, including some school board members, who suggest that the very fact of the budget rejection by the voters requires the Council to cut the budget.

Nothing could be further from the truth. While the rejection of the school budget by the voters requires the Township Council to review the school budget and to certify the amount to be raised locally in order to provide a thorough and efficient system of public schools in Willingboro, there is certainly no mandate from the voters for major

reductions, which would require major cutbacks on educational programs. The Council has always tried to avoid making budget reductions which would impair the ability of the School District to provide a quality education to the young citizens of our community.

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

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

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

The Administration and the Board of Education need to find a means to provide the citizens with an understanding of the budget, the fiscal problems facing the School District, the impact of the budget on educational programming, the needs for school facility maintenance and the long term plans for the School District.

In addition, the school administration need to explore means in which the needs for the school district can be provided in a more efficient and cost effective manner. For example, the Township has had very good experience in using Joint Insurance Funds to meet the needs of the Township for liability insurance, worker's compensation insurance and for medical benefits insurance. The benefits are more than just the cost, they have assisted the Township in training programs for employees designed to prevent injuries and claims, not just to deal with the impact after the injury has occurred. There are several Joint Insurance Funds for school districts and the school administration should explore the various alternatives that may be available in that regard.

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

In previous years the Council has been able to suggest reductions in the free unappropriated balance, but this year there is no such flexibility.

In reviewing the budget and the impact of the present budget on programs, the Council believes that some programs which have been cut are needed and will require additional funds. There is a need to reinstate the summer school program, in order to provide the educational needs of the students. There is essential maintenance that needs to be done on school facilities, including the athletic facilities. Those needs cannot be ignored and they cost money.

The Township Council has determined that the sum of \$18,285,098.00 is necessary for the provision of a thorough and efficient system of public schools in the Willingboro School District, and therefore is certifying that amount.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

www.willingboro.org

COUNCIL MEMBERS

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

MEMO TO: Board of Education, Willingboro Township
Burlington County Superintendent of Schools
Burlington County Board of Taxation, Cty Tax Administrator

FROM: Rhoda Lichtenstadter, RMC ,Township Clerk

SUBJECT: Resolution and Statement – 2000 -2001 School Budget

DATE: May 19, 2000

Enclosed please find a certified copy of Resolution No. 2000 - 69, adopted by Willingboro Township Council at their meeting of May 16, 2000

Also please find attached to the resolution, a copy of the statement of the Council on the 2000 - 2001 School Budget.

Rhoda Lichtenstadter, RMC
Township Clerk
Enc.

RESOLUTION NO. 2000 – 70

A RESOLUTION AUTHORIZING A SHARED SERVICES
AGREEMENT WITH THE BURLINGTON COUNTY FREEHOLDERS.

WHEREAS, the 40 municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

WHEREAS, it is believed that jointly sharing services provided by various municipalities will be cost effective and efficient; and

WHEREAS, there is a need to facilitate the sharing of governmental services;

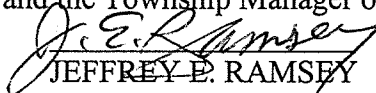
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of May, 2000, that it does actively support discussing and researching possible new and enhanced Shared Services between one or more neighboring towns, the County government and/or the local school district; and

BE IT FURTHER RESOLVED, that the following two representatives of the Township of Willingboro, Norton N. Bonaparte, Jr., and Denise Rose, are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum, and/or its subcommittees, for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and


BE IT FURTHER RESOLVED, that it is the understanding by all parties concerned that a more specific resolution will need to be adopted by each of the participating governmental agencies prior to the formal submission of an application for REDI Shared Services Grant; and

BE IT FURTHER RESOLVED, that the Governing Body hereby authorizes a nominal contribution to the retainer fund to pay for the facilitator/consultant services in the amount of \$500; based on population;

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Freeholders and the Township Manager of Maple Shade.


JEFFREY E. RAMSEY
MAYOR

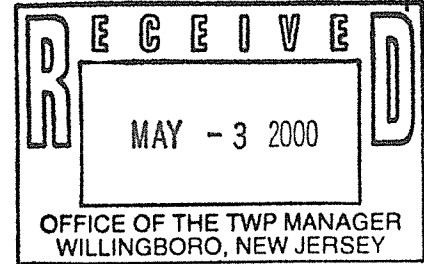
ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk



THE TOWNSHIP OF MAPLE SHADE
IN THE COUNTY OF BURLINGTON

April 19, 2000



Norton Bonaparte
Manager
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Dear Fellow Public Official:

The 12th Shared Services Forum was held, as scheduled, at 8:30 A.M. on Thursday, March 30, at the Burlington County Special Services School. Representatives from a total of twelve municipalities and Burlington County attended.

At the February 15 Forum meeting, attendees conducted an active discussion about creating a formal shared services organization out of the informal Forum process. There was unanimous agreement to explore this course of action. At our March 30 meeting, Dan Mason of Jersey Professional Management addressed us about other shared services activities in the State.

The twelve municipalities present voted unanimously to send a subcommittee of the Forum to meet with the County and discuss its assistance in applying for a County Challenge Grant for \$15,000/\$7,500.00 – County; \$7,500.00 – State.

The purpose of the grant would be to support the Forum process, which will promote shared services throughout the County, encourage the establishment of regional (neighborhood) municipal groups focused on common service needs; provide communication among these “neighborhood” focus groups; and monitor broader shared services efforts such as electrical aggregation, GIS, purchasing, etc.

The Forum participants also agreed that local support should be provided by both a formal resolution and a funding commitment, based on the following schedule:

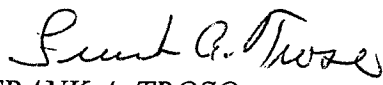
Under 5,000 population – \$100.00
5,000 – 15,000 population – \$250.00
15,000+ population – \$500.00

Page 2
April 19, 2000

A form of resolution accompanies this letter. All municipalities are urged to support creation of the Forum organization through adoption of this resolution. I would ask that the resolution be forwarded to Maple Shade, and we will, in turn, send them to the Board of Chosen Freeholders.

Shared Services Forum XIII has been scheduled for 8:30 A.M., Tuesday, May 16, at the Burlington County Special Services School. Breakfast will be served. We hope you will be able to attend. Please call me at (856) 779-9610, extension 161, or fax (856) 779-2524 to advise of your attendance. Do not hesitate to call if you have any questions.

Sincerely,


FRANK A. TROSO
Mayor


GEORGE D. HAEUBER
Township Manager

Attachments

*cc: Township Council
Robert Zaroni
Burlington County Purchasing
Ralph Shrom
Burlington County Board of Chosen Freeholders
Gerald F. Mornell, Shared Services Liaison*

A RESOLUTION SUPPORTING SHARED SERVICES

Resolution # 2000-_____

WHEREAS, the 40 municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

WHEREAS, it is believed that jointly sharing services provided by various municipalities will be cost effective and efficient; and

WHEREAS, there is a need to facilitate the sharing of governmental services;

NOW THEREFORE BE IT RESOLVED that the Mayor and Governing Body of the _____ (Twp-Borough-City) of _____ does actively support discussing and researching possible new and enhanced Shared Services between one or more neighboring towns, the County government and/or the local school district(s); and

BE IT FURTHER RESOLVED that the following two representatives of the _____ (Twp-Borough-City) of _____, _____, and _____, are hereby authorized and encouraged to participate in all meetings of the **Burlington County Shared Services Forum**, and/or its subcommittees, for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

BE IT FURTHER RESOLVED that it is the understanding by all parties concerned that a more specific resolution will need to be adopted by each of the participating governmental agencies prior to the formal submission of an application for a REDI Shared Services Grant, and

BE IT FURTHER RESOLVED that the Governing Body hereby authorizes a nominal contribution to the retainer fund to pay for the facilitator/consultant services in the amount of \$ _____ (\$100 - \$250 - \$500); based on population;

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Freeholders and the Township Manager of Maple Shade.

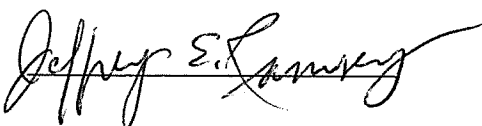
ADOPTED at a Regular Meeting of the _____ Council of the Township of _____ held on the _____th day of _____, 2000.

ATTEST:

Clerk

By: _____

APPROVED:



MEMO TO: Burlington County Board of Freeholders
Township Manager, Maple Shade

FROM: Willingboro Township Council

DATE: May 22, 2000

SUBJECT: RESOLUTION FACILITATOR/CONSULTANT

Attached please find a copy of Resolution No. 2000 – 70, adopted by Willingboro Township Council at their meeting of May 16, 2000 authorizing a \$500 retainer fund to pay for a facilitator/consultant on a shared services agreement.

Rhoda Lichtenstadter, RMC
Township Clerk

R1
Enc.

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

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

Name of Coordinator: Denise Rose

Title: Deputy Township Mgr. Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Police Information Systems
2	Interlocal SWAT
3	Recreation Facilities and Programs
4	Pool Programs
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 1 Service Name: Police Information Systems

A. Service Type: Regional - Police

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 64,000.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1997

c. In what year does the agreement expire: N/A

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No
If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

Yes, the Township has been able to reduce its clerical staff by 1.5 full time employees at a savings of \$45,000.00 in salary and wages as well as savings in police overtime.

D. Service Relationship:

Recipient

Name of Provider Agency: _____

Shared If shared, indicate percentage of this local unit: 20 %

Name the service partner agencies here:

Burlington County

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

The reduction in staff, even though it was through attrition was opposed by the Bargaining group.

Implementation Costs: Capital, operating, control or autonomy issues.....

This project carries a hefty price tag. The Capital outlay has exceeded \$200,000.00. Operating costs currently exceed the cost of clerical staff. Additionally, there have been many delays in getting the system operational resulting in the need to provide refresher training programs.

Attitudes and Perceptions: Citizens, elected officials, staff.....

Sworn police officers have resisted the program for a variety of reasons including the requirement that they learn to operate a computer and perform what some see as clerical work. Elected officials were concerned about the capital and operating costs as well as community autonomy. Citizens were generally concerned about program costs.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

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

Name of Coordinator: Denise Rose

Title: Deputy Township Mgr. Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager


List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Police Information Systems
2	Interlocal SWAT
3	Recreation Facilities and Programs
4	Pool Programs
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 2 Service Name: Interlocal SWAT

A. Service Type: Shared Service - Police

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 41,600.00 expenditure Revenue \$9,445.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1998

c. In what year does the agreement expire: 2003

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No

If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

Revenue received from recipient agencies has defrayed the cost of training, supplies and staffing.

D. Service Relationship:

Recipient

Name of Provider Agency: _____

Shared If shared, indicate percentage of this local unit: %

Name the service partner agencies here:

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Burlington County and municipalities within the county. Direct recipients in 1999 included Burlington & Mount Holly.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

A

Implementation Costs: Capital, operating, control or autonomy issues.....

C

The unit requires extensive in house training (twice per month), as well as basic & advanced ICAP training, courses and seven annual weapons qaulifications. The unit also required a substantial equipment expenditure.

Attitudes and Perceptions: Citizens, elected officials, staff.....

D

Citizens and elected officials initially opposed the creation of the Unit and then the provision of those services to the County and member municipalities due to the operating and capital costs. More importantly citizens and elected officials believed that only big urban cities need such units.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

A

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

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

Name of Coordinator: Denise Rose

Title: Deputy Township Mgr. Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Police Information Systems
2	Interlocal SWAT
3	Recreation Facilities and Programs
4	Pool Programs
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 3 Service Name: Recreation Facilities & Programs

A. Service Type: Recreation

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 400,000.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1998

c. In what year does the agreement expire: N/A

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No

If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

Township has saved approximately \$200,000.00 in the rental of space for recreation programming as well as the capital cost of building its own facility.

D. Service Relationship:

Recipient

Name of Provider Agency: _____

Shared If shared, indicate percentage of this local unit: 70 %

Name the service partner agencies here:

Willingboro Board of Education

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

B

The Township had to increase recreation staffing by 24 full time employees and had to re-deploy its building and grounds personnel.

Implementation Costs: Capital, operating, control or autonomy issues.....

D

The Township has had to increase its operating budget as well as its budget for capital improvement to the facilities.

Attitudes and Perceptions: Citizens, elected officials, staff.....

E

The Township negotiated with the Board of Education for more than four years to obtain the shared services agreement. Every point was a major obstacle in overcoming the Board resistance, especially in giving up unused resources for re-use by the Township.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

A

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

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

Name of Coordinator: Denise Rose

Title: Deputy Township Mgr. Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Police Information Systems
2	Interlocal SWAT
3	Recreation Facilities and Programs
4	Pool Programs
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 4 Service Name: Pool Program

A. Service Type: Recreation

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 60,000.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1998

c. In what year does the agreement expire: N/A

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No

If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

The Township has saved on rental payments for a pool as well as the capital cost of building its own facility.

D. Service Relationship:

Recipient

Name of Provider Agency: _____

Shared If shared, indicate percentage of this local unit: 70 %

Name the service partner agencies here:

Willingboro Board of Education

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

The Township had to increase recreation staffing by 4 full time employees and had to re-deploy its building and grounds personnel.

Implementation Costs: Capital, operating, control or autonomy issues.....

The Township has had to increase its operating budget as well as its budget for capital improvement to the facilities.

Attitudes and Perceptions: Citizens, elected officials, staff.....

The Township negotiated with the Board of Education for more than four years to obtain the shared services agreement. Every point was a major obstacle in overcoming the Board resistance, especially in giving up unused resources for re-use by the Township. Some citizens have been vocally opposed to spending local tax dollars to fund the program while others have been opposed to paying a use fee.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

Name of Coordinator: Denise M. Rose

Title: Deputy Township Manager Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

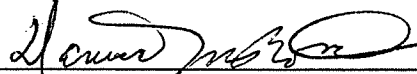
List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Interlocal Service Agreement Recycling
2	Cultural and Arts Programs
3	Internet Access
4	Road Striping
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise M. Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 1 Service Name: Interlocal Service Agreement Recycling

A. Service Type: Public Works

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 60,000.00

If the applicant is a provider, show the **total revenue** received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

- a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No
- b. In what year was the agreement originally executed..... 1997
- c. In what year does the agreement expire: 2002
- d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No
If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

The Township has saved approximately \$200,000.00 per year since it has not had to invest in equipment and personnel to collect and market recyclables.

D. Service Relationship:

Recipient
Name of Provider Agency: Burlington County

Shared If shared, indicate percentage of this local unit: %
Name the service partner agencies here:

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

Implementation Costs: Capital, operating, control or autonomy issues.....

As a requirement of the agreement, the Township saw an increase in the cost of solid waste disposal since it was required to have its trash tipped at the County Solid Waste Facility. This facility charges a slightly higher tipping fee than some other facilities. However, cost is offset by the cost saving of the recycling program.

Attitudes and Perceptions: Citizens, elected officials, staff.....

Elected officials were reluctant to pay increased tipping fees while foregoing the possibility of some revenue generation through sale of recyclables. These considerations were outweighed by the cost of obtaining equipment and staff for an inhouse program.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

Name of Coordinator: Denise M. Rose

Title: Deputy Township Manager Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Interlocal Service Agreement Recycling
2	Cultural and Arts Programs
3	Internet Access
4	Road Striping
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise M. Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 2 Service Name: Cultural & Arts Programs

A. Service Type: Recreation Programs

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 50,000.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1999

c. In what year does the agreement expire: N/A

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No

If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid. The Township has saved approximately \$30,000.00 in contractual service fees for a variety of cultural programs through its agreement. The Township provides facilities and support services while the College brings in artists, writers and musicians to teach master classes and perform, read or exhibit work.

D. Service Relationship:

Recipient

Name of Provider Agency: Burlington County College

Shared If shared, indicate percentage of this local unit: %

Name the service partner agencies here:

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

A

Implementation Costs: Capital, operating, control or autonomy issues.....

A

Attitudes and Perceptions: Citizens, elected officials, staff.....

A

Agency Differences: governance, ordinance/regulations, service and geography logistics...

A

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

Name of Coordinator: Denise M. Rose

Title: Deputy Township Manager Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Interlocal Service Agreement Recycling
2	Cultural and Arts Programs
3	Internet Access
4	Road Striping
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise M. Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 3 Service Name: Internet Access

A. Service Type: Not listed

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 8,000.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No

b. In what year was the agreement originally executed..... 1999

c. In what year does the agreement expire: 2002

d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No

If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

The Township saved approximately \$20,000.00 in telephone line and use charges, \$8,000.00 in ISP charges, and \$10,000.00 in personnel costs.

D. Service Relationship:

Recipient

Name of Provider Agency: _____

Shared If shared, indicate percentage of this local unit: 20 %

Name the service partner agencies here:

Burlington County
Willingboro Free Public Library

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

Implementation Costs: Capital, operating, control or autonomy issues.....

Attitudes and Perceptions: Citizens, elected officials, staff.....

Library and County was somewhat reluctant to include Township.

Agency Differences: governance, ordinance/regulations, service and geography logistics...

New Jersey Regional Efficiency Aid Program Local Unit Aid Application Form

Refer to the REDI & REAP Local Government Final Application Notice when completing this application.

Local Unit Information

Name of Local Unit: **Township of Willingboro** County: Burlington

Address: One Salem Road
Willingboro, New Jersey 08046

Name of Coordinator: Denise M. Rose

Title: Deputy Township Manager Phone: (609) 877-2200 Fax: (609) 835-0782

E-mail (if available): DRose11957@aol.com

Name of Chief Executive Officer: Norton N. Bonaparte, Jr.

Title: Township Manager

List of Shared Services Eligible for REAP Aid: (some service descriptions have been edited in length)

Number	Description of Service
1	Interlocal Service Agreement Recycling
2	Cultural and Arts Programs
3	Internet Access
4	Road Striping
5	
6	
7	

**A separate REAP Service Application Form must be prepared for each service.
Please make copies of the attached forms as necessary.**

I hereby certify that the information on this REAP Program Local Unit Application Form is to the best of my knowledge, accurate and reliable.

Name of Chief Executive Officer/Coordinator: Denise M. Rose

Signature:  Date: May 10, 2000

Return this form by May 10, 2000 to:

N.J. REAP Program
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803
Fax: 609-984-7388

REAP Service Application Form

(Please be sure to correct preprinted information that is inaccurate. Refer to the REAP Final Application Information Notice when completing this form.)

Program #: 4 Service Name: Road Stripping

A. Service Type: Public Works

From the "Service Type" Listing, fill in the service type that best matches the specific service. If none matches, insert "Not Available." We will use the description of the service submitted on the Initial Application.

B. 1999 Total Budget for the Service: \$ 2,200.00

If the applicant is a provider, show the total revenue received from recipients. If the service does not have a budgeted expense or revenue attached to it, show an estimate of the amount of annual savings accrued by having the service. Explain how the estimate was calculated on a separate sheet.

Check this box if a separate explanation is included:

C. Certification of REAP Qualification:

- a. Was the Service entered into as a "regional service agreement?" (see instructions) Yes No
- b. In what year was the agreement originally executed..... 1999
- c. In what year does the agreement expire: 2002
- d. Has the Service resulted in savings in the costs of services? (see instructions) Yes No
If yes, explain the savings below. If the answer is no, the service is not eligible for REAP Aid.

The Township saved approximately \$25,000.00 that it would cost to perform service in-house or \$15,000.00 that it would cost to contract for the service.

D. Service Relationship:

Recipient

Name of Provider Agency: Burlington County

Shared If shared, indicate percentage of this local unit: %
Name the service partner agencies here:

Provider: List all recipients below (or attached an additional sheet). If all recipients of your services did not file REAP applications, you may not be allocated a full amount of aid this year. The REDI & REAP Information Notice includes information on this.

Degree of Difficulty Assessment

Please refer to the "Degree of Difficulty Assessment" instruction form and keep it handy when completing this section. You must describe the issues (or insert "none" if there were none) and insert the appropriate letter from the "A-E" scale in the box to the right of the issue. Use the attached "Extension Form" if additional space is needed.

A=no or none, B= minor, C= some, D=significant, and E=major

Personnel Issues: benefits, employment, pay and seniority issues.....

Implementation Costs: Capital, operating, control or autonomy issues.....

Attitudes and Perceptions: Citizens, elected officials, staff.....

Agency Differences: governance, ordinance/regulations, service and geography logistics...

TOWNSHIP OF WILLINGBORO

Resolution 2000 - 71

A Resolution of the Township Council of the Township of Willingboro Establishing and Appointing the Willingboro Municipal Alliance on Drug and Substance Abuse

Whereas, the Township of Willingboro has long benefitted from the active role of citizens who have volunteered their efforts to combat drug and substance abuse, and

Whereas, it is appropriate to formally establish the Willingboro Municipal Alliance on Drug and Substance Abuse to advise the Township Council on means to combat drug and substance abuse, especially among young citizens, and to conduct programs to reach out to and educate young citizens on the dangers of drug and substance abuse, and

Whereas, the Willingboro Municipal Alliance on Drug and Substance Abuse should provide an opportunity for broad community participation while providing for fiscal and operational accountability,

Now, therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this **18th** day of **May, 2000**, that:

1. There shall be a Willingboro Municipal Alliance on Drug and Substance Abuse which shall be governed by an Executive Council which shall consist of eleven (11) members, as follows:
 - a. A member of the Township Council appointed annually by the Township Council;
 - b. The Township Manager of the Township of Willingboro, or the designated representative of the Township Manager;
 - c. A representative of the Police Department appointed annually by the Director of Public Safety;

- d. The Superintendent of Schools for the Willingboro School District, or the designated representative of the Superintendent of Schools;
- e. A representative of the Willingboro Clergy Association, appointed annually by the Willingboro Clergy Association;
- f. Six (6) citizen members, who shall be residents of the Township of Willingboro, appointed by the Township Council of the Township of Willingboro.

2. The appointees of the Township Council to the Executive Council shall be appointed for terms of two years, except that of those first appointed, three shall be appointed for terms expiring on December 31, 2000, and three shall be appointed for terms expiring on December 31, 2001. Subsequent appointments shall be for full two year terms. Any vacancies shall be filled for the unexpired term only. It is intended that the appointees of the Township Council shall be appointed in a manner which will draw on the diversity in the community and will seek to involve representatives of community organizations, churches and schools as well as on citizens who are not formally affiliated with those groups.

3. There shall be a General Membership of the Willingboro Municipal Alliance on Drug and Substance Abuse which shall be open to any resident of the Township of Willingboro who wishes to support and participate in the work of the Willingboro Municipal Alliance on Drug and Substance Abuse. All members of the Willingboro Municipal Alliance on Drug and Substance Abuse shall be entitled to participate in and vote on matters involving the Willingboro Municipal Alliance on Drug and Substance Abuse, except that all matters relating to financial, budgetary, contractual and matters of legal liability shall be determined by the Executive Council

of the Willingboro Municipal Alliance on Drug and Substance Abuse. At least 60% of the General Membership shall consist of individuals who are residents of the Township of Willingboro.

4. The Executive Council shall select a Chairperson and Vice Chairperson from among its citizen members. The Chairperson, or, in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the General Membership or the Executive Council.

5. The Executive Council of the Willingboro Municipal Alliance on Drug and Substance Abuse may:

- a. with the approval of the Township Council, make application for and receive grants designed to further the work of the Willingboro Municipal Alliance on Drug and Substance Abuse;
- b. establish a proposed budget for the operations of the Willingboro Municipal Alliance on Drug and Substance Abuse, which budget shall be limited to funds received through grants and any funds which may be authorized by the Township Council as part of the Willingboro Township Budget;
- c. within the limits of the approved budget, make grant funding available to non-profit organizations serving the Township of Willingboro in order to conduct programs in furtherance of the work of the Willingboro Municipal Alliance on Drug and Substance Abuse.

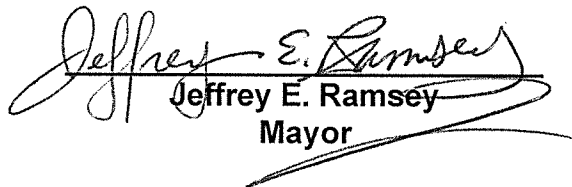
6. All expenditures of funds shall be in accordance with all applicable laws and regulations applicable to the expenditure of funds by the Township of Willingboro, specifically including all procedures established by the Township of Willingboro for purchase orders, vouchers and the approval of payments. All bank accounts for the Willingboro Municipal Alliance on Drug and Substance Abuse shall be maintained by

the Chief Financial Officer of the Township of Willingboro in the same manner as dedicated accounts of the Township of Willingboro are maintained.

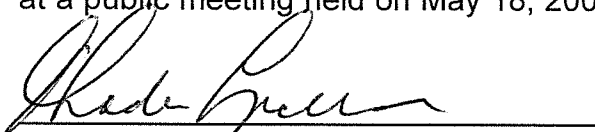
7. The Willingboro Municipal Alliance on Drug and Substance Abuse shall report at least quarterly to the Willingboro Township Council on the activities of the Willingboro Municipal Alliance on Drug and Substance Abuse, and

Be It Further Resolved, that the Township Manager shall provide assistance to the Willingboro Municipal Alliance on Drug and Substance Abuse as the Township Manager determines appropriate after consideration of the fiscal and staffing constraints of Township, and

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


Jeffrey E. Ramsey
Mayor

The foregoing Resolution is certified to be a true copy of the original Resolution which was adopted by the Willingboro Township Council at a public meeting held on May 18, 2000.


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 72

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

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


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


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 18, 2000, that an Executive Session closed to the public shall be held on May 18, 2000, at 8:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 200 – 73

A RESOLUTION MAKING APPLICATION FOR
2001 ROID GRANT.

WHEREAS, the Township of Willingboro, a Municipal Corporation, desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$14,500, State with \$4500 local share for a total contract of \$19,000 for 2001 to carry out and develop programs for developmentally challenged individuals;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of May, 2000, that the Township of Willingboro does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs; does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said agreement between Willingboro Township and the New Jersey Department of Community Affairs.

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


JEFFREY E. RAMSEY
MAYOR

CERTIFICATION:

I, Rhoda Lichtenstadter, RMC, Clerk of the Township of Willingboro, hereby certify that at a meeting of the Governing Body held on May 30, 2000, the above resolution was duly adopted.


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO RECREATION DEPARTMENT

John F. Kennedy Center, 429 J.F.K. Way, Willingboro, NJ 08046
609-871-5700


RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES

New Jersey Department of Community Affairs
Office of Recreation

PROPOSED BUDGET -- 2001 (Project L.I.F.E.)

<u>PERSONNEL</u>	<u>State Share</u>	<u>Local Share</u>	<u>Total</u>
Program Leaders (5-10)	\$3,000.00	\$2,000.00	\$5,000.00
Bus Driver	\$1,000.00	\$500	\$1,500.00
Total Personnel	\$4,000.00	\$2,500.00	\$6,500.00
 <u>CONSULTANTS & CONTRACT SERVICES</u>			
Total Consultants & Contract Services	\$0	\$0	\$0
 <u>TRAVEL</u>			
Bus Rental (weekly trans.)	\$1,000.00	\$0	\$1,000.00
Total Travel	\$1,000.00	\$0	\$1,000.00
 <u>SPACE COST & RENTALS</u>			
Total Space Cost & Rentals	\$0	\$0	\$0

<u>CONSUMABLE SUPPLIES</u>	State Share	Local Share	Total
Program Supplies	\$500.00	\$0	\$500.00
Total Consumable Supplies	\$500.00	\$0	\$500.00
 <u>RENTAL OR PURCHASE OF EQUIPMENT</u>			
Total Rental or Purchase of Equipment	\$0	\$0	\$0
 <u>OTHER COSTS</u>			
Total Other Costs	\$0	\$0	\$0
 GRAND TOTALS	 \$5,500.00	 \$2,500.00	 \$8,000.00

Signature: 
 (Mayor/County Executive)

Date: 5-30-00

Signature: _____
 OPTIONAL (Recreation Director/other)

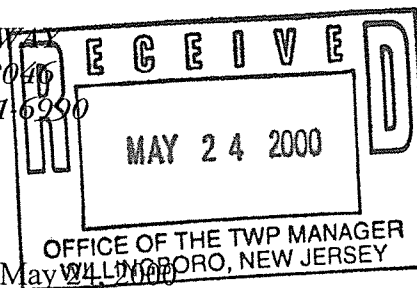
Date: _____

73



TOWNSHIP OF WILLINGBORO

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



Memorandum

DATE: May 24, 2000

To: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
From: HARRY W. McFARLAND
Subject: 2001 ROID GRANT RESOLUTION

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

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

Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/jc
Att: 1

*ROID
PLEASE
MAY 30
Thanks
N.*

SAMPLE RESOLUTION
(Resolution is for funds in 2001)

WHEREAS, the Willingsboro Township, a Municipal Corporation ^{\$14,500}
(municipality or county) desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$ 14,500.00 ← State with \$ 4500 local share for a total contract of \$ 19,000.00 for 2001 to carry out (describe intent of project) and develop programs for developmentally challenged individuals

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

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

_____ (Signature)	_____ (Signature)
_____ (type or print Name)	_____ (type or print Name)
_____ (Title)	_____ (Title)

CERTIFICATION:

I, _____ (Name of Clerk), Governmental Clerk of _____ (municipality or county) hereby certify that at a meeting of the Governing Body held on _____ the above resolution was duly adopted.

AFFIX GOV'T. SEAL

(Signature of Governmental Clerk)

2

RESOLUTION NO. 2000 - 74

WHEREAS, the Levittown Memorial Post # 4914 VFW, the Sacred Heart Council #5337 Knights of Columbus and Foster Military Lodge, Temple Association, have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46,l; and

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

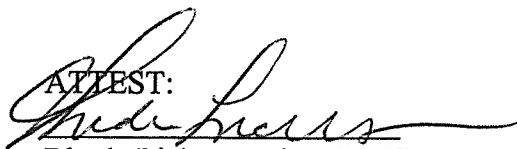
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of May, 2000, that the Township Council makes the following findings.

- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant clubs are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 AND 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33: and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Levittown Memorial Post #4914 VFW, #0338-31-002-001, The Sacred Heart Council #5337, Knights of Columbus, #0338-31-003-002, and Foster Military Lodge, Temple Association, #0338-31-004-001, for the period July 1, 2000 through June 30, 2001; and

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

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Levittown Memorial Post #4914, the Sacred Heart Council #5337 Knights of Columbus, Foster Military Lodge and the Division of Alcoholic Beverage Control for their information and attention.

ATTEST:


Rhoda Lichtenstadter, RMC, Twp. Clerk


JEFFREY E. RAMSEY
MAYOR

RESOLUTION NO. 2000 - 75

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

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

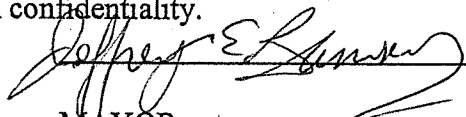
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

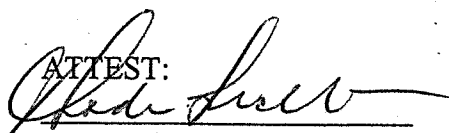
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5-30, 2000, that an Executive Session closed to the public shall be held on 5-30, 2000, at 10:25 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

✓

RESOLUTION TO AMEND BUDGET - 76

WHEREAS, the local municipal budget for the year 2000 was approved on the 1st day of March, 2000, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2000 be made:

Recorded Vote

Aye

Ayrer
Johnson
Stephenson
Campbell
Ramsey

Nay

Abstained

Absent

	<u>From</u>	<u>To</u>
GENERAL REVENUES		
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations Extraordinary Aid	0.00	\$1,000,000.00
Total Section B: State Aid Without Offsetting Appropriations	\$4,364,876.00	5,364,876.00
3. Miscellaneous Revenues:		
Total Section B: State Aid Without Offsetting Appropriations	4,364,876.00	5,364,876.00
Total Miscellaneous Revenues	6,711,200.00	7,711,200.00
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	8,851,200.00	9,851,200.00
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	15,039,300.00	13,980,400.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	15,039,300.00	13,980,400.00
7. Total General Revenues	23,890,500.00	23,831,600.00

CURRENT FUND - APPROPRIATIONS

(M) Reserve for Uncollected Taxes	2,156,500.00	2,097,600.00
9. Total General Appropriations	23,890,500.00	23,831,600.00
Summary of Appropriations		
(M) Reserve for Uncollected Taxes	2,156,500.00	2,097,600.00
Total General Appropriations	23,890,500.00	23,831,600.00

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

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the 13th day of June, 2000.

Certified by:



 Municipal Clerk

June 13, 2000

RESOLUTION NO. 2000 77

**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.**

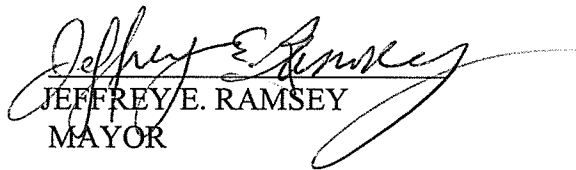
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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 13TH day of June, 2000, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


JEFFREY E. RAMSEY
MAYOR

ATTEST


Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO: Norton N. Bonaparte, Township Manager
Rhoda Lichtenstadter
FROM: Leonard Mason
DATE: June 2, 2000
SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$13,520.00 for the time period of May 2, 2000 thru June 6, 2000.

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

<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
<u>GRASS CUTTING @\$80.00 EACH</u>			
55 Pembroke	307-22		
23 Twisting	1131-3		
54 Pennant	315-16		
100 Pennypacker	327-35		
18 Pastoral	323-5		
10 Sandstone	130-18		
16 Sandstone	130-19		
35 Sandstone	128-18		
39 Sandstone	128-17		
20 Glenview	716-1		
12 Garland	709-3		
30 Montrose	507-5		
100 Evergreen	805-60		
15 Ember	837-21		
21 Excell	840-29		
85 Thornhill	1105-14		
16 Pensdale	301-5		
48 Ember	833-75	\$ 100.00	Grass;trim bushes
37 Elsin	808-3	\$ 100.00	Grass;rem branches, etc.

72 Northampton	1009-95	\$ 80.00	Board shed window; install padlock on door
85 Thornhill	1105-14	\$11880.00	Demolish fire damg'd.prop
TOTAL		\$13520.00	

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

Leonard Mason
LM.

Leonard Mason
Director of Inspections

ba

RESOLUTION NO. 2000 78


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 13th day of June, 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

RHODES, RICHARD & ELIZABETH 28 MERIBROOK CIRCLE BLOCK 312 LOT 8 26 PEACOCK LANE OVERPAYMENT TAXES	29.81
FRANK, JOHN & HEATHER 81 EDGE LANE BLOCK 833 LOT 103 81 EDGE LANE VETERAN DEDUCTION	50.00
COUNTRYWIDE HOME LOANS 400 COUNTRYWIDE WAY SIMI VALLEY, CALIFORNIA 93065-6298 BLOCK 833 LOT 12 247 EVERGREEN DRIVE VETERAN DEDUCTION	50.00
MARGARET A & ROSCOE A. JONES 120 BROOKLAWN DRIVE BLOCK 217 LOT 10 120 BROOKLAWN DRIVE OVERPAYMENT TAXES	672.49
INDEPENDENCE ABSTRACT & TITLE AGENCY 402 S. WHITEHORSE PIKE AUDUBON, N.J. 08106 BLOCK 119 LOT 30 73 SOMERSET DRIVE PAID IN ERROR	80.90
RALPH J. SOSNOWSKI 196 ROCKLAND DRIVE BLOCK 901 LOT 235 196 ROCKLAND DRIVE OVERPAYMENT TAXES	63.00

RESOLUTION NO. 2000 – 79


A RESOLUTION AUTHORIZING APPLICATION FOR
STATE AID FROM NJDOT.


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 13th day of June, 2000,
That application be made to the Commissioner of Transportation for aid under the Fiscal
Year 2001 Municipal Aid Program portion of the New Jersey Transportation Trust Fund
Authority Act and any other funds available; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
Trenton, New Jersey 08625-0600

CHRISTINE TODD WHITMAN
Governor

JAMES WEINSTEIN
Commissioner

March 30, 2000

Honorable Jeffrey E. Ramsey
Mayor, Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey :

I am pleased to announce that the Fiscal Year 2001 Municipal Aid Program is underway. As you know, the Transportation Trust Fund annually provides \$130 million in state aid to counties and municipalities for local transportation initiatives. This past fiscal year, Commissioner Weinstein approved \$55.9 million for 400 formula projects distributed to municipalities statewide, while \$58.5 million was allotted to the counties for county projects. We are currently evaluating discretionary projects totaling some \$15 million and anticipate approval in the very near future.

As New Jersey is becoming more multi-modal in its transportation system, I am encouraging municipalities to submit applications for pedestrian and bicycle projects as well as their normal roadway project at this time. The applications for the categories of bicycle projects and pedestrian projects will be evaluated independently of the roadway projects. In this way, municipalities are presented with the opportunity to receive funding in more than one category.

Applications are available on-line at the NJ DOT Web Site . state.nj.us/transportation/lgs/ and through your Local Aid District Office. A separate application should be completed for each project and submitted to your Local Aid District Office on or before June 30, 2000. Please contact the Local Aid District Office for any information or assistance.



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

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

HAND DELIVERED

June 13, 2000

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

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

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

RE: 2001 NJDOT State Aid Application
Salem Road – Section II
LAWB File No. 2000-39-34

John P. Augustino
Stephen L. Berger
Harry S. Dirkin
Mark E. Malinowski, PE
Shvin G. Patel, PE
Earl A. Turner, PE

Dear Ms. Lichtenstadter:

Ronald J. DeFelicis, Jr., CLA
Jordan L. Lenher, LS
Teresa C. McGettigan, CLP
Twin R. Ruble, LS
Arbachan Sethi, PE
Tary Zube, LS

Consultant
Kenneth Anderson, PE & LS, PP

As you know, the New Jersey Department of Transportation provides funding to counties and municipalities under the Transportation Trust Fund Act for improvements to enhance transportation. Willingboro Township has been quite successful in securing funding for reconstruction of municipally owned streets over the past several years. The most recent Transportation Trust Fund allocations to Willingboro Township included approximately \$520,000 for the reconstruction of Garfield Drive and \$175,000 for Salem Road, Section I. I have enclosed herewith three (3) original copies of the NJDOT Resolution, Application and Agreement for State Aid to Counties and Municipalities under the New Jersey Transportation Trust Fund Authority Act. This application seeks funding in the amount of \$530,978 for the balance of the reconstruction of Salem Road.

As you know, Council must pass a resolution authorizing the application to be filed with the NJDOT. The application, in itself, is the text of the resolution. Please place this resolution on the Council Agenda of June 13, 2000. It is imperative that the resolution is passed at that meeting. The application must be in the hands of the NJDOT no later than June 30, 2000, or it will not receive consideration for funding.

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

Ms. Rhoda Lichtenstadter, Clerk
June 13, 2000
Page 2

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

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

Carl A. Turner, PE
Willingboro Township Engineer

CAT: dac

Enclosures

Cc: Mr. Norton N. Bonaparte, Jr. – Township Manager
Mr. Harry McFarland, Director of Public Works/Recreation

2000-39-34\CAT\rhoda-NJDOTAPPL-U13.DOC (00)

EXTRACT from the minutes of the regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Complex, One Salem Road, Willingboro, New Jersey on June 27, 2000 at 7:00 p.m.

PRESENT: AYRER, JOHNSON, CAMPBELL, ~~RAMSEY~~

ABSENT: STEPHENSON

* * * * *

~~Cons James~~ ~~AYRER~~ introduced and moved the adoption of the following resolution, and DEPUTY MAJOR CAMPBELL seconded the motion:

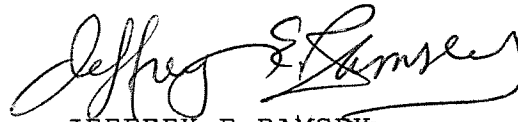
NO. 2000 - 80
RESOLUTION AUTHORIZING THE ISSUANCE OF NOT
EXCEEDING \$2,500,000 TAX ANTICIPATION NOTES OF
2000 OF THE TOWNSHIP OF WILLINGBORO, IN THE
COUNTY OF BURLINGTON, NEW JERSEY.

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

Section 1. In anticipation of the collection of taxes during the current fiscal year, there are hereby authorized to be issued tax anticipation notes of the \$2,500,000, each to be known as "Tax Anticipation Note of 2000," in amounts not exceeding \$2,500,000. The proceeds of such notes shall be applied only to

purposes provided for in the budget or for which taxes are levied for the current year.

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


JEFFREY E. RAMSEY
MAYOR

WITNESSETH:

RHODA LICHTENSTADTER, RMC
TOWNSHIP CLERK

CERTIFICATE WITH RESPECT TO TAX ANTICIPATION NOTES

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

1. The gross borrowing power in respect to tax anticipation notes for the fiscal year of 2000, being 30 percent of the tax levy for all purposes of the fiscal year of 1999, plus 30 percent of the amount of miscellaneous revenues realized in cash during the fiscal year of 1999, is \$12,951,766.

2. The amount of notes outstanding in anticipation of the collection of taxes of the fiscal year of 2000, except such notes as will be renewed by or paid from the proceeds of the notes to be issued, is \$2,500,000.

3. The net borrowing power, being the excess of the first over the second of the two above amounts, is \$10,451,766.

4. This certificate is made with respect to \$2,500,000 Tax Anticipation Notes of 2000 about to be authorized by the Township Council of the Township of Willingboro.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of June, 2000.



Joanne G. Diggs, Chief Financial Officer

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

(a) All notes issued hereunder shall mature at such times as may be determined by the chief financial officer, provided that no note shall mature later than 120 days following the end of the fiscal year.

(b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer.

(c) All notes shall be in the form prescribed by the Local Budget Law and otherwise as determined by the chief financial officer and such officer's signature upon the notes shall be conclusive as to such determination;

(d) Notes issued hereunder may be renewed from time to time, provided, however, that no renewal note shall be issued later than the last day of the fiscal year.

(e) All notes shall be executed by the Mayor and the Chief Financial Officer and attested by the Township Clerk.

Section 4. The chief financial officer is authorized and directed to determine all matters in connection with the notes not determined by this or by a subsequent resolution and such officer's signature upon the notes shall be conclusive as to such determination.

Section 5. The chief financial officer is hereby authorized to sell the notes from time to time at public or private

sale in such amounts as such officer may determine at not less than par and to deliver them from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

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

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

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

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

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

(b) The covenants and undertakings contained in this Section are made for the benefit of the holders or beneficial owners of the notes issued under this resolution.

(c) The chief financial officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of notes prior to their offering. Such officer is hereby authorized to enter into written contracts or undertaking to implement this resolution and is further authorized to amend such contracts or undertakings as needed to comply with the Rule or upon the advise of Bond Counsel.

(d) In the event that the Township fails to comply with this resolution or the written contract or undertaking, the Township shall not be liable for monetary damages, remedy of the holders or beneficial owners of the notes being hereby specifically limited to specific performance of the covenants contained in this resolution or the written contract or undertaking.

Section 10. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES: Ayres, Johnson, Campbell, Ramsey

NAYES: None

Absent: Stephenson

CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 27, 2000 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the 27 this Jun day of 2000, 2000.



Rhoda Lichtenstadter, Clerk

(SEAL)

he had all the information that was supplied tonight beforehand, he would have been better able to make an informed decision. He then asked Council what their pleasure was. After some further discussion and the fact that the Mayor said he would like to read over the agreement again, Council could adopt a resolution at the meeting of July 11th. Ms. James said they do have language that does identify who they are and who they're not and what the technology use is so that can be inserted along with for the renewal terms a mutual discretion clause, and scope of the technology....and Mr. Kearns asked that their attorney send it to him....she will also furnish the positioning of the radios It will be on the July 11th agenda. Ms. James left.

TAX ANTICIPATION NOTE – Mrs. Joanne Diggs.

Mrs. Diggs explained the reason for it. She said over the last few months they have sort of found themselves in a cash crunch and there are a couple of reasons why. One of the reasons is that since we are halfway through the year and quite a bit of our income this year comes from the state, 25%, that's higher than it's ever been but we haven't received any money yet from the state, the state schedule starts after July, all the state aid and another reason is our surplus is low, lower than it's been for many, many years and another reason is that we haven't gone out to fund several of our ordinances. There are two ordinances from 1999 that we did not fund on purpose so therefore we don't have that cash from the capital account to fund the current account so that's why we are in a cash crunch until taxes start coming in this year and our state aid starts coming in this year.

Therefore, she said, the legislature has a procedure called a tax anticipation note where you can borrow money before your taxes come in to tide you over until the taxes, the taxes pay back the note but of course we do incur the interest, the interest would be about for 6 months.....she did not know the interest because she didn't know the rate.....but she is guessing maybe \$80,000

She then went through the entire schedule of the projection of debt and how much was saved by not funding those projects. (schedule attached)

RESOLUTION NO. 2000 – 80

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$2,500,000 TAX ANTICIPATION NOTES OF 2000 OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY.

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

Res. No. 2000 – 80 cont'd.

Section 1. In anticipation of the collection of taxes during the current fiscal year, there are hereby authorized to be issued tax anticipation notes of the \$2,500,000, each to be known as "Tax Anticipation Note of 2000," in amounts not exceeding \$2,500,000. The proceeds of such notes shall be applied only to purposes provided for in the budget or for which taxes are levied for the current year.

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

On motion by Councilman Ayer

Second by Deputy Mayor Campbell

To adopt Res. No. 2000 – 80

Roll Call Vote:	Councilman Ayer	aye
	Councilwoman Johnson	aye
	Deputy Mayor Campbell	aye
	Mayor Ramsey	aye

Res. No. 2000 – 80 is adopted.

CURFEW ORDINANCE

Mr. Bonaparte said as a follow up to the June 13th meeting. There was a request to have it continued to this meeting and Director Braxton is here to respond to questions that Council may have in terms of the directions Council may want to go in deciding.

Mayor Ramsey said we had a lot of discussion about that at the last meeting and a lot of concerns from the residents about changing the penalties and forms of day time curfew. Councilman Ayer said he thought a day time curfew should be the responsibility of the board and Mr. Kearns said they can't adopt a curfew ordinance but we have no data before us that indicates that the truancy situation is such a problem to do that. He said he would be very reluctant to jump into a day time curfew. He said he thinks that in order to have any kind of a liberty restricting ordinance like a curfew meet judicial scrutiny you really have to have a foundation for it and what we have is some citizens that have said we ought to have a day time curfew but we have no hard foundation for it at this point. If that comes, and if we get that information then certainly it may be something to consider. He cautioned that they also have to take a look at not only that but how it is going to be enforced. He said day time curfews can meet specific needs at specific locations, the City of Baltimore had one at one time but you have to have some foundation to justify it.

He said as far as penalties are concerned, those penalties were picked in 1980 when it was adopted. It was adopted in 1980, it was dealing with a very specific kind of problem that was being experienced and there was information that the Council had from the Police Department that there were a large number of burglaries and break ins taking place

PROJECTED DEBT SERVICE EXPENSES

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Existing Debt	3,823,762	3,728,434	2,007,535	1,987,470	2,027,960	1,419,280	1,423,910	1,426,140	1,432,521	1,443,388	980,310	988,481
Library 4,000,000, JFK Roof 1,000,000, Town Center Infrastructure 2,000,000												
Ordinance #6 1999	6,650,000											
Ordinance #7 1999	1,326,130											
Ordinance 2000	1,695,385											
Year 2000 Bond	9,671,515		815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553
Tax Anticipation Note (TAN)	2,500,000		80,000									
Projected Debt-20 years												
Completion of Library	2,600,000											
JFK Renovation	4,000,000											
Municipal Complex	3,300,000											
	9,900,000											
Yearly General Capital Expense at \$2.5 Million with bonding every three years and a 12 year repayment schedule												
2001 Ban 2,500,000 at 5%				125,000								
2002 Ban 2,500,000 at 5%					125,000							
2003 Ban 2,500,000 at 5%						125,000						
2003 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2001-2003)						862,029						
2004 Ban 2,500,000at 5%							125,000					
2005 Ban 2,500,000at 5%								125,000				
2006 Ban 2,500,000at 5%									125,000			
2006 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2004-2006)									862,029			
2007 Ban 2,500,000at 5%										125,000		
2008 Ban 2,500,000at 5%											125,000	
2009 Ban 2,500,000at 5%												125,000
Delay bonding until 2011. Existing Debt. Service will end.												
2009 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2007-2009)												
	3,823,762	3,728,434	2,903,088	3,798,023	3,963,513	3,966,862	4,096,492	4,223,722	4,842,133	4,978,000	4,639,921	4,773,094

PROJECTED DEBT SERVICE EXPENSES

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Existing Debt	3,823,762	3,728,434	2,007,535	1,987,470	2,027,960	1,419,280	1,423,910	1,426,140	1,432,521	1,443,388	980,310	988,481
Library 4,000,000, JFK Roof 1,000,000, Town Center Infrastructure 2,000,000												
Ordinance #6 1999	6,650,000											
Ordinance #7 1999	1,326,130											
Ordinance 2000	1,695,385											
Year 2000 Bond	9,671,515		815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553	815,553
Tax Anticipation Note (TAN)	2,500,000		80,000									
Projected Debt-20 years												
Completion of Library	2,600,000											
JFK Renovation	4,000,000											
Municipal Complex	3,300,000											
	9,900,000			870,000	870,000	870,000	870,000	870,000	870,000	870,000	870,000	870,000
Yearly General Capital Expense at \$2.5 Million with bonding every three years and a 12 year repayment schedule												
2001 Ban 2,500,000 at 5%				125,000	125,000							
2002 Ban 2,500,000 at 5%					125,000							
2003 Ban 2,500,000 at 5%						125,000						
2003 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2001-2003)						862,029	862,029	862,029	862,030	862,030	862,029	862,030
2004 Ban 2,500,000at 5%							125,000	125,000				
2005 Ban 2,500,000at 5%								125,000	125,000			
2006 Ban 2,500,000at 5%									125,000			
2006 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2004-2006)						862,029	862,029	862,029	862,030	862,029	862,029	862,030
2007 Ban 2,500,000at 5%										125,000	125,000	125,000
2008 Ban 2,500,000at 5%											125,000	125,000
2009 Ban 2,500,000at 5%												125,000
Delay bonding until 2011. Existing Debt. Service will end.												
2009 Gen Pur Bond 7,500,000 for 12 years At 5.5% (Consolidate BANS 2007-2009)												
	3,823,762	3,728,434	2,903,088	3,798,023	3,963,513	3,966,862	4,096,492	4,223,722	4,842,133	4,978,000	4,639,921	4,773,094

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 Number: (973) 622-5056

June 23, 2000

Joanne G. Diggs,
Director of Finance
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Re: **Resolution Authorizing Issuance of \$2,500,000 Tax Anticipation Notes**

Dear Mrs. Diggs:

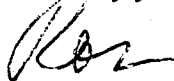
In accordance with your request, I have enclosed a resolution authorizing the above-captioned Notes. This resolution is expected to be approved by the governing body of the Township of Willingboro at its meeting of June 27, 2000.

On the morning of June 28, 2000, we expect to negotiate an interest rate for the Notes with Commerce Capital Markets, Inc., a subsidiary of Commerce Bank. I will confer with Steve Ryan as to the interest rate and whether we will recommend it to you for your acceptance.

As you know, the anticipated closing date for the Notes is June 30, 2000. Therefore, on the evening of June 28, 2000 it will be necessary for us to have the closing papers properly signed by the Mayor, the Clerk, and yourself. Please make sure that these officials are available to execute the documents.

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

Sincerely yours,




Ronald J. Ianoale

RJI/sg
encl.

cc: Rhoda Lichtenstadter, Clerk, w/encl.
William John Kearns, Jr., Esq., w/encl.
Stephen Ryan, CPA, w/encl.

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: June 22, 2000
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Cash Projections

As you know we have run into a cash flow crunch over the past couple of months. Normally we rely on cash in the Capital Account to get, through when cash in current is low, however this year is different for two reasons. First we did not borrow funds for our 1999 Capital ordinance to keep debt service at a minimum for the year 2000 budget and secondly we have begun spending funds for the preliminary work at the plaza. These factors have depleted our capital fund.

To get through the next month until taxes start coming in and we issue the \$9 million bond for our current capital projects we need to issue a Tax Anticipation Note for \$2.5 million. I have discussed this with both Steve Ryan and Ron Ianoale who is preparing the resolution for the June 27 council meeting.

I will be happy to discuss this with you at your convenience.

c. Ron Ianoale
Steve Ryan
Rhoda Lichtenstadter

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

FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

Name: Joanne G. Diggs

Company: Willingboro Township
Fax No.: 1-609-877-7352

From: Ronald J. Ianoale
Date: Saturday, Jun 23, 2000 9:01 a.m.
Fax No.: 1 973 622 7333

Pages: 9
(Including Cover Sheet)

IF YOU HAVE ANY PROBLEMS RECEIVING THIS TRANSMISSION, PLEASE CALL
FABIAN AT (973) 622-5263

Remarks:

To: Joanne Diggs

Please review the enclosed resolution and provide the information required on the "Certificate with Respect to Tax Anticipation Notes." We intend to accept bids for the TANS on June 27, 2000 and close on June 30, 2000. Please advise me whether it will be acceptable to accept bids before the governing body of the Township adopts the resolution on the evening of June 27, 2000.

The TANS will be dated June 30, 2000 and will mature on January 30, 2001. You will need to budget the interest expense for the payment of the TANS in the next fiscal year's budget.

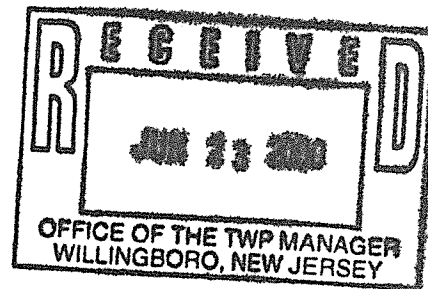
cc: Steve Ryan, CPA

CONFIDENTIALITY NOTE

The information contained in this message is intended only for the use of the addressee and may be **CONFIDENTIAL AND LEGALLY PRIVILEGED**. If you are not the intended recipient, you are hereby notified that any disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect) so that we may advise re disposition. Thank you.

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO



DATE: June 22, 2000

TO: Mr. Norton Bonaparte

FROM: Joanne G. Diggs *JG Diggs*

SUBJECT: Cash Projections

As you know we have run into a cash flow crunch over the past couple of months. Normally we rely on cash in the Capital Account to get, through when cash in current is low, however this year is different for two reasons. First we did not borrow funds for our 1999 Capital ordinance to keep debt service at a minimum for the year 2000 budget and secondly we have begun spending funds for the preliminary work at the plaza. These factors have depleted our capital fund.

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I will be happy to discuss this with you at your convenience.

c. Ron Ianoale
Steve Ryan
Rhoda Lichtenstadter

WILLINGBORO TOWNSHIP
CASH FLOW PROJCTIONS JUNE 15, 2000 TO AUGUST 30, 2000

	Date	Projected Cash Collections	Projected Cash Disbursements	Balance
Cash on Hand May 30, 2000				2,500,000
JUNE	Bill List	6/7/00	-653,737	1,846,263
	Payroll	6/8/00	-380,000	1,466,263
	School Board	6/14/00	-1,457,646	8,617
	Payroll	6/22/00	-380,000	-371,383
	Taxes	June	500,000	128,617
	Other	June	200,000	328,617
JULY	Dept Service	7/1/00	-1,283,186	-954,569
	Bill List	7/5/00	-600,000	-1,554,569
	Payroll	7/6/00	-380,000	-1,934,569
	Debt Service	7/15/00	-171,284	-2,105,853
	School Board	7/15/00	-1,557,709	-3,663,562
	State Aid	7/15/00	1,473,483	-2,190,079
	Payroll	7/20/00	-420,000	-2,610,079
	Taxes	July	1,500,000	-1,110,079
	Other	July	200,000	-910,079
				-910,079
	State Aid	8/1/00	420,995	
AUG	Payroll	8/3/00	-420,000	-1,330,079
	Bill List	8/7/00	-600,000	-1,930,079
	Taxes	8/10/00	4,200,000	2,269,921
	School Board	8/15/00	-1,557,709	712,212
	County Taxes	8/15/00	-1,500,000	-787,788
	Payroll	8/17/00	-420,000	-1,207,788
	Payroll	8/31/00	-420,000	-1,627,788
	Taxes		3,100,000	1,472,212
	Other		200,000	1,672,212

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

FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

Name: Joanne G. Diggs

Company: Willingboro Township
Fax No.: 1-609-877-7352

From: Ronald J. Ianoale
Date: Saturday, Jun 23, 2000 9:01 a.m.
Fax No.: 1-973-622-7333

Pages: 9
(Including Cover Sheet)

IF YOU HAVE ANY PROBLEMS RECEIVING THIS TRANSMISSION, PLEASE CALL
FABIAN AT (973) 622-5263

Remarks:

To: Joanne Diggs

Please review the enclosed resolution and provide the information required on the "Certificate with Respect to Tax Anticipation Notes." We intend to accept bids for the TANS on June 27, 2000 and close on June 30, 2000. Please advise me whether it will be acceptable to accept bids before the governing body of the Township adopts the resolution on the evening of June 27, 2000.

The TANS will be dated June 30, 2000 and will mature on January 30, 2001. You will need to budget the interest expense for the payment of the TANS in the next fiscal year's budget.

cc: Steve Ryan, CPA

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July 6, 2000

Ronald J. Ianoale
McManimon & Scotland
One Riverfront Plaza Fourth Floor
Newark, New Jersey 07102-5408

Dear Mr. Ianoale:

In accordance with your request, enclosed please find the remainder of the paper work that should accompany Res. No. 2000 – 80 – Bond Anticipation Note.

If you need any further assistance, please let me know.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Encs.

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2000-81

A Resolution of the Township Council of the Township of
Willingboro Awarding a Contract for the Repair and Replacement
of Roofing at John F. Kennedy Center

WHEREAS, there is an urgent need to replace and repair roofing at John F. Kennedy need exists for replacement specifications and monitoring work associated with the roof replacement at the Emergency Services Building and an infrared moisture survey and evaluation of the condition of the roof at the John F. Kennedy Center; and

WHEREAS, bids were received and opened and read in public on May 8, 2000, which revealed that the total prices quoted, including all options set forth in the specifications, were:

Best Roofing of NJ, Inc. with a total bid of \$922,910.00;
Jottan, Inc., with a total bid of \$939,114.00;
USA General Contractors with a bid of \$953,010.00,

and

WHEREAS, Jottan, Inc. initiated litigation in the New Jersey Superior Court challenging the bid of Best Roofing of NJ, Inc., which litigation is entitled: *Jottan, Inc. v. Township of Willingboro and Best Roofing of NJ, Inc.* with Docket Number BUR-L-1519-00, and

WHEREAS, by an Order entered by the Hon. Harold B. Wells, III, A.J.S.C., a Summary Judgment was entered by which the bid of Best Roofing of NJ, Inc. was disqualified, and

WHEREAS, the Hon. Harold B. Wells, III, A.J.S.C. denied an application by Best Roofing of NJ, Inc. for a stay of the Order, and

WHEREAS, the roofing work on the John F. Kennedy Center is time sensitive and is of critical importance, due to the existing leaking roof which has made it necessary to cancel scheduled programs during inclement weather, including classes conducted by Burlington County College; circumstances which will be necessitated again if the roofing repairs are not completed before the seasonal inclement weather arrives in the fall,

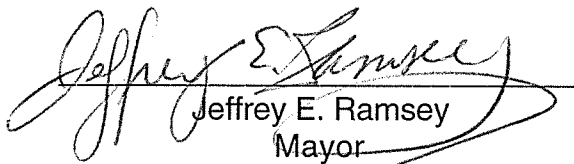
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on July 5, 2000, as follows:

1. The roofing repair and replacement contract is awarded in accordance with the specifications and the bid submitted, including all alternative

categories set forth in the specifications, to Jottan, Inc., as the lowest responsive bidder, in light of the Order disqualifying the bid of Best Roofing of NJ, Inc.,

2. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Jottan, Inc. in a form approved by the Township Attorney, and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be spread upon the minutes of the Township Council and shall be provided to Best Roofing of NJ, Inc., Jottan, Inc. and USA General Contractors for their information and attention.


Jeffrey E. Ramsey
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

JOHAN, Inc.

The money necessary to fund said contract is in the amount of \$ 939,114.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 1A-0699-13. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs ^{CMFO} FOR JOANNE DIGGS
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

RESOLUTION NO. 2000 – 82

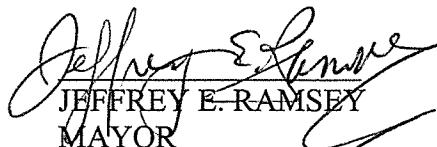
AN APPLICATION FOR STATE AID FOR SIDEWALK
INSTALLATION ON JFK FROM DEER PARK COURT
TO MILLBROOK DRIVE.

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

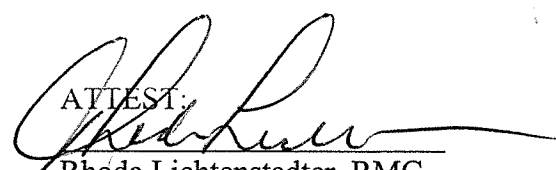
WHEREAS, Willingboro Township is eligible to receive funding under this Program:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, assembled in Public session this 27th day of June, 2000, that application be made to the Commissioner Of Transportation for aid under the Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available for the sidewalk Installation on John F. Kennedy Way from Deer Park Court Drive to Millbrook Drive,

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

**WILLINGBORO TOWNSHIP
RESOLUTION NO. _____**

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

WHEREAS, Willingboro Township is eligible to receive funding under this program;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of Willingboro Township, County of Burlington, State of New Jersey that application be made to the commissioner of Transportation for aid under the Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available for the sidewalk installation on John F. Kennedy Road from Deer Park Court Drive to Millbrook Drive; 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.

WILLINGBORO TOWNSHIP COUNCIL

ATTEST: _____

I herein certify that the foregoing Resolution was adopted by the governing body of Willingboro Township on June 00, 2000.

Post-it® Fax Note	7671	Date	6/26/00	# of pages	1
To	Rhoda L.	From	Dottie C.		
Co./Dept.	Willingboro Twp.	Co	L.A.W.B., Inc.		
Phone #		Phone #	609.387.2800		
Fax #	609-835-0782	Fax #	609.387.3009		

RESOLUTION NO. 2000 - 83

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

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

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

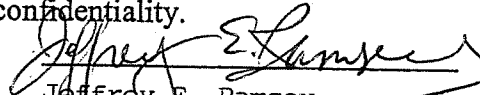
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

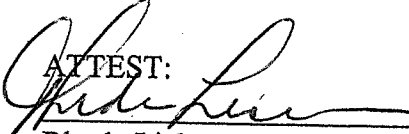
(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6-27, 2000, that an Executive Session closed to the public shall be held on 6-27, 2000, at 10:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 84

**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.**

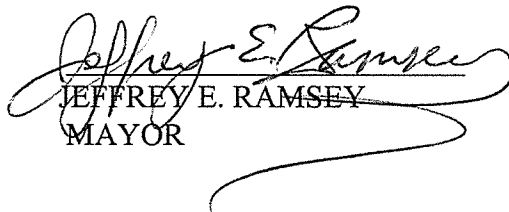
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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 11th day of July, 2000, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


JEFFREY E. RAMSEY
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

*To Council
for Approval*

MEMO TO: Norton N. Bonaparte, Township Manager
Rhoda Lichtenstadter
FROM: Leonard Mason
DATE: July 6, 2000
SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$17,807.00 for the time period of June 13, 2000 thru July 11, 2000.

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

<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
Grass cutting:	178 properties @	\$ 80.00	\$ 14240.00
	8 properties @	\$ 100.00	\$ 800.00
Property maintenance per attached	(14 properties)		\$ 2687.00
Secure property @60 Melbourne La	(542-7)		80.00
TOTAL			\$ 17807.00

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

ba

Leonard Mason



Director of Inspections

55 Sandstone La	128-12			Cut grass
204 Somerset Dr	130-6			Cut grass
32 Gallant La	727-81			Cut grass
21 Surrey La	103-11			Cut grass
18 Snowflower La	112-4			Cut grass
97 Shawmont La	106-27			Cut grass
75 Sheffield Dr	107-25			Cut grass
95 Sheffield Dr	107-21			Cut grass
65 Sherwood La	108-25			Cut grass
33 Sandal La	1300-14			Cut grass
44 Mandolin	535-32			Cut grass & shrubs; remove debris, tires, stones, etc
26 Torrington La	1107-11			Cut grass
181 Pageant La	305.02-49			Cut grass
100 Pennypacker	327-35			Cut grass; remove debris
8 Eastgate La	824-3			Cut grass
60 Torrington La	1108-8			Cut grass
21 Excell La	840-29			Cut grass
37 Elsin La	808-3			Cut grass
2 Henderson La	621-1			Cut grass
28 East La	806-9			Cut grass
15 Ember La	837-21			Cut grass
55 Mosshill La	507-12			Cut grass
16 Pensdale La	301-5			Cut grass
46 Gardenbrook La	714-32			Cut grass
1 Garrett La	713-19			Cut grass
66 Sussex Dr	103-6			Cut grass
97 Gabriel La	707-4			Cut grass
100 Gainscott La	703-61			Cut grass
29 Stirrup La	121-15			Trim hedges
45 Eddington La	814-20			Cut grass
85 Thornhill La	1105-14			Cut grass
18 Pastoral La	323-5			Cut grass
66 Sussex Dr	103-6			Cut grass
95 Sheffield Dr	107-21			Cut grass
65 Sherwood La	108-25			Cut grass
29 Stirrup La	121-15			Cut grass
55 Sandstone La	128-12			Cut grass
204 Somerset Dr	130-6			Cut grass
32 Gallant La	727-81			Cut grass
21 Surrey La	103-11			Cut grass
10 Sandstone La	130-18			Cut grass
16 Sandstone La	130-19			Cut grass
35 Sandstone La	128-18			Cut grass
225 Somerset Dr	131-15			Cut grass
97 Gabriel La	707-4			Cut grass
100 Gainscott La	703-61			Cut grass
1 Garrett La	713-19			Cut grass; clean up property
72 Parish La	304-22			Cut grass
67 Holyoke La.	617-20			Cut grass
1 Southampton	111-1			Cut grass
76 Torrington La	1109-18			Cut grass
19 New Coach Pl	1003-78			Cut grass
Boston Chicken	3-4.02			Cut grass; rake up trash
39 Nimitz La	1022-10			Cut grass
66 Hasting La				Cut grass
2 Henderson La	621-1			Cut grass
12 Hasting La	623-5			Cut grass
41 Babcock La	239-39			Cut grass
39 So JFK Way	412-53			Cut grass
9 Elmore La	831-4			Cut grass
45 Eddington La	814-20			Cut grass
85 Thornhill La	1105-14			Cut grass

63 Hewlet La	618-20			Cut grass
63 Hewlet La	618-20			Cut grass
75 Mainbridge La	501-28			Remove all safety/fire hazards (logs, gutters, hose, etc)
23 Millbrook Dr	541-23			Secure sliding glass door in rear of property
44 Medallion La	535-32			Remove fallen portion of rear fence; remove tire, stair railing, etc.
1 Marchmont La	513-2			Remove branches, tires & propane cylinders
47 Midfield La	527-23			Remove all trash & debris & all safety/fire hazards in rear of property
63 Hewlet La	618-20			Remove roof shingles from recycling buckets & patio; remove siding & carpet from rear patio
17 Buxmont La	219-21			Remove all trash & debris & fallen structure in rear of property
22 Bucknell La	222-10			Dispose of any & all trash & debris; cut grass; trim shrubs, bushes & trees
41 Babcock La	239-39			Empty trash cans of stagnant water & debris and place in rear of property; remove accumulation of pine cones, needles, etc.
66 Hasting La	623-21			Remove rolled chicken wire, limbs, logs, metal swing set, etc.
34 Buttonbush La	221-9			Cut lawn; trim bushes, shrubs, hazardous tree branches; clean up trash & debris
100 Pennypacker Dr	327-35			Remove dried branches and rain gutter in yard
37 Elsin La	808-3			Remove wood branches, fallen tree & rake yard
19 Terrell La	1108-11			Remove dead tree near curb.
29 Stirrup La	121-15			Cut grass
3 Stretton Cir	117-4			Cut grass
55 Sandstone La	128-12			Cut grass
204 Somerset Dr	130-6			Cut grass
32 Gallant La	727-81			Cut grass
21 Surrey La	103-11			Cut grass
18 Snowflower La	112-4			Cut grass
97 Shawmont La	106-27			Cut grass
75 Sheffield Dr	107-25			Cut grass
95 Sheffield Dr	107-21			Cut grass
65 Sherwood La	108-25			Cut grass
72 Northampton Dr	1009-95			Cut grass
32 Niagara La	1023-33			Cut grass
2 Henderson La	621-1			Cut grass
12 Hasting La	623-5			Cut grass
42 Barrington La	242-13			Cut grass
66 Hasting La	623-21			Cut grass
19 Holyoke La	617-6			Cut grass
63 Hewlet	618-20			Cut grass
21 Holmes La				Cut grass
18 Boxwood La	234-5			Cut grass
14 Meribrook Cir	501-41			Cut grass
45 Eddington La	814-20			Cut grass
76 Torrington La	1109-18			Cut grass
33 Pennypacker Dr	325-7			Cut grass
59 Pennant La	314-27			Cut grass
72 Parish La	304-22			Cut grass
30 Montrose La	507-5			Cut grass
46 Gardenbrook La	714-32			Cut grass
1 Garrett La	713-19			Cut grass; clean up property
66 Sussex Dr	103-6			Cut grass
30 East Stokes Rd	818-62			Cut grass
9 Elmire La	831-4			Cut grass
51 Pembroke La	307-23			Cut grass
131 Tiffany La				Cut grass
Thrush Way (vacant lot)	1114-24			Cut grass

46 Peachfield La	330-14			Cut grass
18 Pastoral La	323-5			Cut grass
29 Stirrup La	121-15			Cut grass
97 Gabriel La	707-4			Cut grass
100 Gainscott La	703-61			Cut grass
28 Gaffney La	702-22			Cut grass
100 Evergreen Dr	805-60			Cut grass
59 Edison La	842-12			Cut grass
225 Somerset Dr	131-15			Cut grass
10 Sandstone La	130-18			Cut grass
16 Sandstone La	130-19			Cut grass
35 Sandstone La	128-18			Cut grass
39 Sandstone La	128-17			Cut grass
20 Glenview La	716-1			Cut grass
12 Garland La	709-3			Cut grass
43 Barker La	245-16			Cut grass
49 Belmont La	243-28			Cut grass
52 Belmont La	241-17			Cut grass
19 Hawthorne La	612-25			Cut grass
43 Hewlet La	618-26			Cut grass
54 Pennant La	315-16			Remove bottles, litter & debris
48 Ember La	833-75			Cut grass; trim bushes around dwelling
37 Elsin La	808-3			Remove all fallen branches; rake yard; cut grass
18 Pastoral La	323-5			Cut grass
10 Sandstone La	130-18			Cut grass
16 Sandstone La	130-19			Cut grass
35 Sandstone La	128-18			Cut grass
39 Sandstone La	128-17			Cut grass
20 Glenview La	716-1			Cut grass
100 Pennypacker Dr	327-35			Cut grass; remove dangling rain gutter
12 Garland La	709-3			Cut grass
30 Montrose La	507-5			Cut grass
100 Evergreen Dr	805-60			Cut grass
15 Ember La	837-21			Cut grass
21 Excell La	840-29			Cut grass
85 Thornhill La	1105-14			Cut grass
16 Pensdale La	301-5			Cut grass
55 Pembroke La	307-22			Cut grass
23 Twisting La	1131-3			Cut grass
52 Hampshire La	606-14			Cut grass
47 Midfield La	527-23			Cut grass
29 Botany Cir	237-10			Cut grass
6/4/00 La	239-39			Cut grass
75 Mainbridge	501-28			Cut grass
41 Middlebury La	523-44			Cut grass
36 Mullshire La	534-11			Cut grass
29 Belhurst La	201-10			Cut grass
14 Endwell La	821-5			Cut grass
17 Beechnut La	18-3.01			Cut grass
48 Ember La	833-75			Cut grass
3 Stretton Cir	117-4			Cut grass
48 Gardenbrook La	714-32			Cut grass
151 Edge La	833-83			Cut grass
12 Garland La	709-3			Cut grass

RESOLUTION NO. 2000 -85

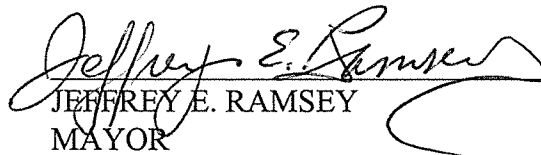
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 11th day of July, 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

EISEN, EDWARD B & SONDR 33 MIDDLETON LANE BLOCK 539 LOT 41 33 MIDDLETON LANE VETERAN DEDUCTION	50.00
CRUSADER SERVICING CORP. 6526 CASTOR AVENUE PHILADELPHIA, PA. 19149 BLOCK 1113 LOT 18 28 THORNLEIGH PLACE OVERPAYMENT TAXES	1123.01
INTEGRITY TITLE AGENCY 1415 RT. 70 EAST STE. 405 CHERRY HILL, NEW JERSEY 08034 BLOCK 716 LOT 1 20 GLENVIEW LANE OVERPAYMENT TAXES	744.81
RAN. VLY. PRF. ARTS. BLDG 220 SUNSET ROAD BLOCK 25 LOT 2 220 SUNSET ROAD DUE TO APPEAL	1942.51

RESOLUTION NO. 2000 - 86

A RESOLUTION AWARDDING A BID FOR LAWN
AND LANDSCAPING, PAINTING AND REROOFING
AND CARPTENTRY.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Lawn & Landscaping, Painting of Homes and Re-Roofing and Carpentry Repairs; and

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

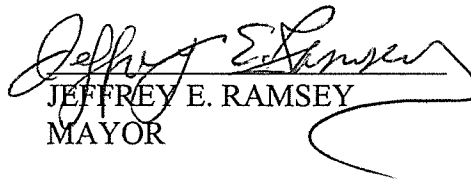
WHEREAS, it appears to be in the best interest of the Township to accept the bids as per the attached sheets; and


WHEREAS, the bids of the above have been found to be correct and satisfactory both in form and in content; and

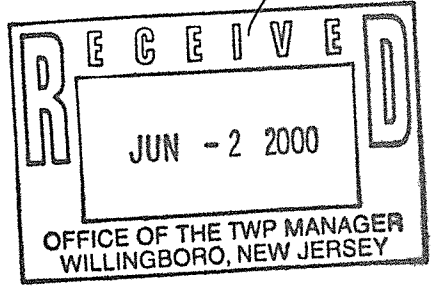
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certifications.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of July, 2000, that the bids be accepted as per the attached recommendations.

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk



MEMO TO: Norton Bonaparte, Township Manager

FROM: Leonard Mason, Director of Inspections

DATE: June 1, 2000

SUBJECT: RECOMMENDATION FOR BID AWARD

I have reviewed the following bids and recommend the bids be awarded to:

LAWN & LANDSCAPING & LIGHT HAULING

Primary Contractor	Green Thumb Landscaping
Alternate Contractor	Calin Construction (Hauling only)

RE-ROOFING & CARPENTRY

Primary Contractor	L & W Contractors
Alternate Contractor	Framo Brothers

PAINTING

Primary Contractor	L & W Contractors
Alternate Contractor	No Bid

Copies of the bid specifications are attached for your review. If you have any questions, I am available to discuss them with you.

Leonard Mason
Leonard Mason

Director of Inspections

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RESIDENTIAL LAWN & LANDSCAPING & LIGHT HAULING - Bids sent out 13
 Opened by Mr. Len Mason & Edith Baldwin on Thursday, May 25, 2000 at 10:30 AM in the Manager's Conference Room.

BID PROPOSAL

RESIDENTIAL LAWN & LANDSCAPING & LIGHT HAULING

The undersigned, having carefully inspected vacant houses in Willingboro, either personally or through its duly authorized representatives, and also having carefully read and examined the 2000 Lawn and Landscaping Maintenance and Light Hauling Affidavits annexed to Proposal and Specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Form of Contract and the Contract Documents, mentioned herein, and to commence the performance on June 5, 2000.

The basic consideration which the undersigned required and proposed for performance is as follows:

Lawn Mowing & Edging	GREEN THUMB	CALIN
	\$ 25.00 Per Unit	\$ -
Shrubbery & Hedges & Tree Trimmings	\$ 6.00 Per hr.	\$ -
	\$25.00 Per Lawn	
Light Hauling & Removal of Household Trash	\$25.00 Per Unit	\$ 27.00 Per Unit

The following items must be submitted with the proposal form for:

- Bid Guarantee _____
- Certificate of Consent of Surety _____
- Disclosure Statement _____
- Non-Collusion Affidavit _____
- Affirmative Action Affidavit (signed & dated) _____
- Bid Certification _____

TO MR. MASON FOR REVIEW AND RECOMMENDATIONS.

BID RETURN SHEET

RE-ROOFING AND CARPENTRY REPAIRS

FRAMO BROS.

L & W Contractors

1. Contractor will be responsible for removing all deteriorated roofing tabs on the principal structure roof, patios and reroof with 20-year warranty asphalt shingles, self-sealing tabs.

Contractor will be responsible for installing drip edging on the entire roof of the structure including additions, if necessary.

Contractor will be responsible for removing all debris from the site.

Price per square:

Labor & Materials REROOFING
 Walk \$145.00 Per Sq.
 Jack \$180.00 Per Sq.
Removal One Layer
 Walk \$195.00
 Jack \$230.00
Removal Two Layers
 Walk \$245.00
 Jack \$280.00
 Sheathing 4x8½ \$49.50

Price per square:

Labor & Materials
 \$115.00 Per Sq.
 Jacked \$135.00
 Remove to plywood One Layer
 Walkable \$130.00
 Jacked \$155.00
 Remove to plywood Two Layers
 Walkable \$170.00
 Jacked \$190.00 - Remove & install new plywood - \$45.00 Per sheet

2. Contractor will be responsible for replacing in a workmanlike manner, fascia trim, all boards on the structure with lumber as designated by the Department of Code Enforcement.

Contractor will be responsible for carpentry, removing deteriorated boards on the structure and replacing with siding board where necessary.

Contractor will be responsible for removing all debris from the site.

Price:

Labor & Materials FASCIA ONLY
 Prime & Paint
 1x6 L.F. \$5.75
 1x8 L.F. \$7.14

Price:

Labor & Materials
 1x6 per ft. \$6.00
 1x8 per ft. \$7.00

The following items must be submitted with the proposal form for:

- Bid Guarantee _____
- Certificate of Consent of Surety _____
- Disclosure Statement _____
- Non-Collusion Affidavit _____
- Affirmative Action Affidavit (signed & dated) _____
- Bid Certification _____

**PAINTING OF RESIDENTIAL PROPERTIES - Bids sent out 20
Opened by Mr. Len Mason & Edith Baldwin on Thursday, May 25, 2000 at 11:00 AM in the Manager's Conference Room.**

BID RETURN SHEET

The undersigned, having carefully inspected vacant houses in Willingboro, either personally or through its duly authorized representatives, and also having carefully read and examined the 2000 Painting Bid, Affidavits annexed to Proposal and Specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Form of Contract and the Contract Documents, mentioned herein, and to commence the performance on June 5, 2000.

The basic consideration which the undersigned required and proposed for performance is as follows:

Painting of Exterior Trim	_____	\$ 750.00
Painting of Garage Doors and/or Shutters	_____	\$ 475.00
Painting of Entire House	_____	\$ 1,450.00

The following items must be submitted with the proposal form for:

Bid Guarantee	_____
Certificate of Consent of Surety	_____
Disclosure Statement	X
Non-Collusion Affidavit	X
Affirmative Action Affidavit (signed & dated)	X
Bid Certification	X

TO MR. MASON FOR REVIEW AND RECOMMENDATIONS.

RESOLUTION NO. 2000 - 87

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

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

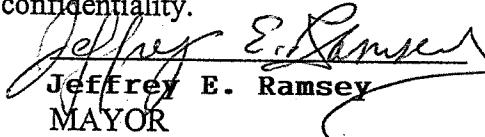
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7/11, 2000, that an Executive Session closed to the public shall be held on 7/11, 2000, at 10:40 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Jeffrey E. Ramsey
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2000 - 88

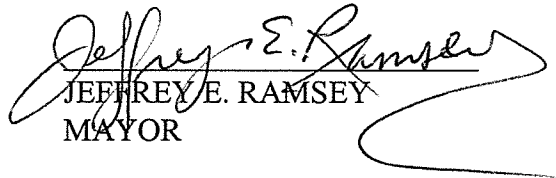
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THEODORE & JUDITH EVANS FOR CLINICAL COUNSELING SERVICES.

WHEREAS, the need exists for Clinical Counseling Services for juveniles; and

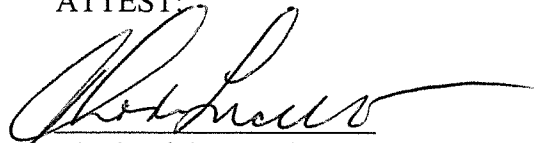
WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of July, 2000, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theodore E. Evans and Judith Evans, in an amount not to exceed \$75,000; and
2. This contract is awarded without competitive bidding as professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

PERSONAL PROFILE THEODORE E. EVANS, LCSW

Theodore E. Evans is the consultant at Willingboro Clinical Services and President of Evans & Evans, Inc. He earned his Master's degree in Social Work from Hunter College in New York City and completed graduated courses at Columbia University. Mr. Evans' post-Masters specialized training has included the following: Strategic Family Therapy studies at the Philadelphia Child Guidance Clinic and Institute for the Family and advanced clinical training in Eriksonian hypnosis.

Mr. Evans is licensed as a Clinical Social Worker in the states of New York and New Jersey. He is certified by the National Board of Cognitive Behavioral Therapy as a Behavioral and Domestic Violence therapist and by the National Board of the American Psychotherapy Association.

Mr. Evans' professional career spans thirty seven years. He has worked in the juvenile and adult justice systems for most of these years. His titles include Youth Parole Worker, Senior Counselor at a community based Youth Development Center in Harlem, Administrative Assistant of a secure residential facility for violent juvenile offenders, Director of the first residential facility for addicted male adolescents in the state of New York (1975), Director of a group home for male juvenile delinquents and liaison officer between the New York State Division for Youth and the State Department of Corrections. At two of the institutions, Mr. Evans was responsible for supervising the educational program components. His work as a consultant and staff development trainer with Urban Processes Coordinated included juvenile residential facilities in New York and New Jersey.

Mr. Evans is totally committed to helping individuals and families to help themselves. His insights and delivery are direct and humorous and his observations of personal and professional relationships timely.

PROFESSIONAL SERVICES AGREEMENT
between the
TOWNSHIP OF WILLINGBORO
and
EVANS AND EVANS INC.

This agreement is made the 1st day of July, 2000 to be effective for the term January 1, 2000 through December 31, 2000 and retroactive to January 1st, 2000 by and between the **Township of Willingboro**, hereinafter referred to as the "Township", and **Evans and Evans Inc.**, licensed Clinical Social Workers and certified psychotherapists authorized to provide within the State of New Jersey, professional counseling services and departmental staff development and training services to the employees of the Township.

I. SCOPE OF SERVICES

1. Evans and Evans Inc., specifically Theodore E. Evans, President, will provide self-referred and Township-referred counseling and departmental staff development and training services for Township employees as the Township's Employee Assistance Program.
2. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township manager.
3. The specified hours of the availability of the employee for counseling may be adjusted, with the approval of the Township manager, to accommodate reasonable personal absences. Up to five (5) hours of personal leave may be allowed for counseling without charge to the employee's time.
4. Nothing in this agreement shall bar Evans and Evans Inc. from providing additional employee and/or departmental services on a private fee-paid basis, provided that those services extend beyond five (5) hours.
5. Confidential records shall be maintained on those employees involved in individual counseling. General information about departments can be shared by Evans and Evans Inc. with the Township manager.

6. When appropriate, Evans and Evans Inc. will refer to other agencies, therapists or organizations.

II. TERMS OF AGREEMENT

This agreement shall be for one (1) year commencing July 1, 2000, retroactive to January 1, 2000 and terminating on December 31, 2000. This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this agreement, the Township shall appropriate the sum of four thousand, eight hundred dollars (\$4800) to cover the cost of Evans and Evans Inc. services to Township departments and employees.

Compensation to Evans and Evans Inc. shall be paid once a month in the sum of four hundred dollars (\$400) to cover a period of twelve (12) months and totalling four thousand and eight hundred dollars (\$4800) for the year 2000. Payment will be retroactive from January 1st, 2000.

IV. SPECIAL PROVISIONS (NOT COVERED)

- A. The township will not pay for the following:
 1. office space
 2. telephone services
 3. electricity and any other services generally used to maintain an office.
- B. No additional costs to the Township shall be incurred which will result in the costs exceeding the four thousand eight hundred dollars (\$4800) appropriated.

V. OWNERSHIP OF RECORDS

It is the policy of the National Association of Social Workers (NASW) that all records remain confidential. There are two exceptions when this policy can be breached: (1) when the records are subpoenaed. (2) when the client signs a release form which authorizes that information can be shared with specific individuals, agencies and institutions.

VI. INSURANCE

Evans and Evans Inc. shall provide at its own cost and expense, proof of the following:

- A. **Workers Compensation**
No employee(s) of Evans and Evans Inc. shall be considered employees of the Township for this agreement.
- B. **Errors and Omissions**
Evans and Evans Inc. liability insurance will remain active with a limit of \$1,000,000 to \$3,000,000.

VII. INDEMNIFICATION AND HOLD HARMLESS

Evans and Evans Inc. shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the activities of Evans and Evans Inc.

VIII. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and may not be amended, modified, released or discharged in whole or in part, except by an instrument in writing signed by the parties hereto.

IX. NOTICES

Notices of this agreement shall be sent to:

Evans and Evans Inc.

Theodore E. Evans
President
68 East River Drive
Willingboro, N.J. 08046

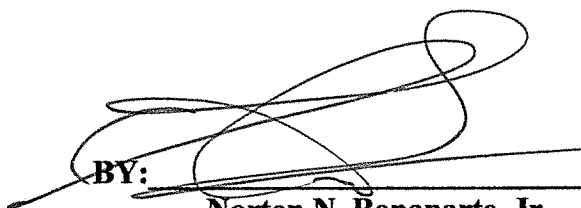
Township of Willingboro

Norton N. Bonaparte Jr.
Township Manager
Township of Willingboro
One Salem Road
Willingboro, N.J. 08046

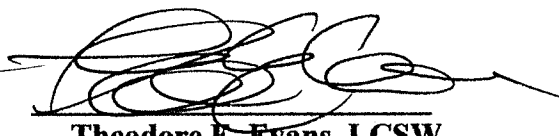
X. SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.

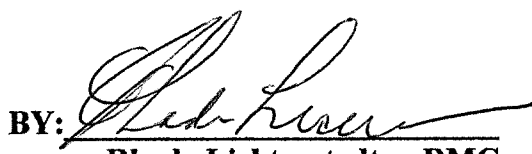
Township of Willingboro

BY: 

Norton N. Bonaparte, Jr.
Township Manager



Theodore E. Evans, LCSW
President, Evans & Evans Inc.

BY: 

Rhoda Lichtenstadter, RMC
Township Clerk



EVANS & EVANS, INC.

68 East River Dr.
Willingboro, NJ 08046
RELATIONSHIP THERAPY

Theodore E. Evans, LCSW
Judith F. Evans, LCSW

(609) 871-2589

EMPLOYEE ASSISTANCE PROGRAM

Goal: To develop consistency, establish cooperation and alleviate conflicts among Township employees and departments.

Purpose: The above goal can be achieved by creating open communication within and between departments. It will be imperative to institute a sense of "fairness" for all employees.

Conditions for scheduling meetings:

- ◆ Individual Meetings
 - content of meetings will be job-related or effect performance on the job
 - prior approval must be authorized by the supervisor to schedule a meeting
 - meetings will be scheduled between the hours of 9:00 A.M. and 5:00 P.M..
The location will be determined.
 - The employee will not be charged for the time (one hour) for the meeting.
 - There will be a maximum of five (5) meetings free of charge after which the employee will be charged a fee or referred.

- ◆ Staff development and training meetings
 - * Same conditions as above with the following exceptions:
 - The supervisor will contact Ted Evans directly to schedule a meeting
 - The length, location and number of meetings will be agreed upon between the Department Head and Ted Evans prior to the first meeting.

- ◆ To schedule meetings:

Contact me by letter or telephone at the above number. If I'm not in, please leave the following information on my voice mail: name, telephone number and extension with a brief description of the purpose of your call.

- ◆ Confidentiality: Confidentiality will not be breached with the exception of reporting the results of meetings to my superior, Norton N. Bonaparte and, possibly the President of the AFSME union.

Note: Please contact me if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

between the

TOWNSHIP OF WILLINGBORO

and

THEODORE E. EVANS and JUDITH EVANS

THIS AGREEMENT is made this 25th day of JULY 2000, to be effective for the term July 1, 2000 through June 30, 2001, by and between the Township of Willingboro, hereinafter referred to as the "Township", and Theodore E. Evans and Judith Evans, licensed Social Workers, authorized to provide professional services within the State of New Jersey, hereinafter referred to as "Consultant".

I. SCOPE OF SERVICES

During the term of this Agreement, the Consultant will provide

1. Theodore E. Evans will provide full time clinical counseling services for juveniles on the basis thirty-five [35] hours per week.
2. Judith Evans will provide part time clinical counseling services for juveniles on the basis of seven [7] hours per week.
3. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
4. The specified hours per week may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. Seventy [70] hours shall be allowed for personal leave.
5. The focus of the counseling and therapy services should be the juveniles who reside within the Township of Willingboro and who have become involved with the Police Department and who have been or are at risk of being charged with violations which would bring them before the Family Court. Counseling services and therapy shall be provided on a priority basis to individuals who reside within the Township of Willingboro and who are referred by the Willingboro Police Department or by the Willingboro Municipal Court. To the extent that working with the juvenile calls for involvement with the family, that additional interaction may be part of the program. It is not, however, the function of this program to provide a full range of family counseling programs. Individuals and families who need services beyond the scope of the program provided by the Township shall be referred to other sources for those services. Referrals shall not be to a specific individual or agency, but the client shall be provided with information on not less than two sources for those additional services.

6. Nothing in this Agreement shall bar the Consultant from providing additional client services on a private fee-paid basis, provided that those services are on the personal time of the Consultant and are not provided within Township facilities, and further provided that the client is advised, in writing, that those additional services are optional and that they are not part of the program conducted by the Township of Willingboro. A copy of the written notice, signed by the client, shall be maintained on file with the Township, in accordance with procedures established by the Township Manager.
7. The Consultant shall submit quarterly, semi-annual and annual statistical reports to the Township Manager with information on services provided and such other data as may be requested by the Township Manager.

II. TERM OF AGREEMENT

This Agreement shall be for one (1) year commencing July 1, 2000, and ending on June 30, 2001. The Agreement may be renewed upon the mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this Agreement, the Township shall appropriate the sum of Seventy-five Thousand dollars [\$75,000.00] to cover the cost of providing the services to be supplied by the Consultant.

Of that sum, the Township shall pay a salary to the individuals designated by the Consultant, as follows:

Theodore E. Evans	\$ 52,500 per annum
Judith Evans	\$ 7,500.00 per annum

Compensation for the those designated by the Consultant to be carried on the Township payroll shall be paid weekly or bi-weekly, at the option of the Township.

Further deductions from the specified allocation shall be made to cover the actual cost of all salary related benefits, including, but not limited to, pension contributions, social security contributions, unemployment contributions, and costs of worker's compensation coverage.

IV. SPECIAL PROVISIONS

- A. The Township will pay, out of the specified appropriation, other expenses as requested by the Consultant and approved by the Township Manager.
- B. The Township will provide the Consultant with office space in the Municipal Complex as designated by the Township Manager. The value of that space shall not be charged against the allocation for the program.
- C. The Township will provide telephone service to the office space used by the consultant for the use of the consultant in conjunction with the program.
- D. The program shall be subject to annual review by the Township Council to determine whether it should be continued. That review shall take place during the annual budget review by the Township Council.

- E. No additional costs to the Township shall be incurred which shall result in the costs exceeding the \$75,000.00 appropriation.

V. CONSIDERATION

The promises made and the obligations assumed by the Township are made and assumed in consideration of the promises made and the obligations assumed by the Consultant.

The promises made and the obligations assumed by the Consultant are made and assumed in consideration of the promises made and the obligations assumed by the Township.

VI. NEW JERSEY LAW

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

VII. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law provided, however, that no such invalidity shall in any way reduce services to be performed by the Consultant for the Township.

VIII. NO WAIVER

No inadvertent or incidental 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 thereof by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition hereof by either party.

IX. CAPTIONS

The captions of the paragraphs of this instrument are solely for convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

X. NO ASSIGNMENT

This Agreement shall not be assigned by the Consultant.

XI. OWNERSHIP OF RECORDS

All records and data of any kind relating to the Township shall belong to the Township and be surrendered to the Township upon expiration or termination of this Agreement, and/or upon reasonable request made by the Township. All counseling records relating to individuals receiving services from the Consultant shall be treated as Confidential and access to those records shall be limited to the Consultant and to any person or agency employed or retained by the Township to review, monitor, supervise or provide services substantially similar to the services provided by the Consultants.

XII. INSURANCE

The Consultant shall provide at his/her own cost and expense proof of the following insurance to the Township:

A. Workers Compensation

Statutory - in compliance with the Worker's Compensation Law of the State of New Jersey and to cover any employees of the consultant. No employees of the consultant shall be considered to be in any way employees of the Township.

B. Errors and Omissions

A minimum single limit of liability of \$1,000,000.00.

Failure by the Consultant to supply written evidence of required insurance shall result in default.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Township. The Consultant shall take no action to cancel or materially change any of the insurance required under this Agreement without the Township's prior approval.

XIII. TERMINATION

This Agreement is for a term of one year, [July 12000 to June 302001]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

XIV. EQUAL OPPORTUNITY CLAUSE

In consideration of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment for reasons of race, age, sex, religion, color, ancestry, marital status, handicap or national origin. Actions contemplated within this paragraph include employment, promotion, demotion, transfer, recruitment, discipline, lay-off, rates of pay or other forms of compensation and selection for training including apprenticeship. Additionally, the Consultant agrees to comply with N.J.S.A. 10:5-1 (Law Against Discrimination), complete the Contractor Certification of Compliance, P.L. 1975, C.127 (N.J.A.C. 17:27) attached hereto as Exhibit "A" and incorporated herein by reference, to provide a current New Jersey Certificate of Compliance with such statute or a copy of State Form AA302 pending receipt of such certificate and to execute such additional documents as may be required of a corporation doing business in the public sector within the State of New Jersey and to comply with the rules and regulations relating thereto.

XV. INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the professional activities of the Consultant, their employees and agents in connection with all activities undertaken by the Consultant pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the Township, its officers and employees, based upon any act or omission of the Consultant, that the Township, its officers and employees shall be held harmless from any and all costs, costs of defense and damages, and the same shall be the responsibility of the Consultant and/or its parent or

Successor companies.

XVI INDEPENDENT CONTRACTOR STATUS

The Consultant shall at all times be deemed an independent contractor except As to the two individuals designated by the Consultant to be carried on the Township payroll for salary and pension purposes. All employees of the Consultant shall be exclusively employees of the Consultant shall not be Employees of the Township. No agency relationship between the parties, Except as expressly provided for herein, shall exist as a result of the execution Of this Agreement or performance thereunder.

XVII ENTIRE AGREEMENT

This Agreement, contains the entire Agreement of the parties hereto and may Not be amended, modified, released or discharged in whole or in part, except By an instrument in writing signed by the parties hereto.

XVIII NOTICES

Notices under this Agreement shall be sent to:

Consultant:

Theodore E. Evans
Judith Evans
68 East River Drive
Willingboro, New Jersey 08046

Township of Willingboro:

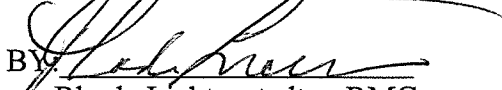
Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ. 08046


XIX SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of This Agreement.

Township of Willingboro:

BY: 
JEFFREY E. RAMSEY
MAYOR

BY: 
Rhoda Lichtenstadter, RMC
TOWNSHIP CLERK


THEODORE E. EVANS
CONSULTANT


JUDITH EVANS
CONSULTANT

RESOLUTION NO. - 2000 - 89

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 1999 has been filed by a Registered Municipal Accountant with the Municipal Clerk, as per the requirements of N.J.S.A. 40A:5-6 and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

Schedule of findings and Questioned Costs or Schedule of Findings and Recommendations, and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

Schedule of findings and Questioned Costs or Schedule of Findings and Recommendations as evidenced by the group affidavit form of the governing body; and

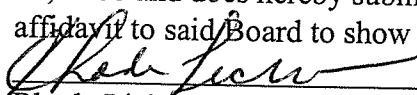
WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the Annual Audit, as per the regulations of the Local Finance Board; and

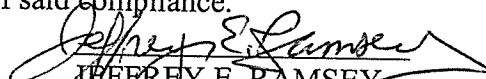
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, this 25th day of July, 2000, that the Township Council of the Township of Willingboro, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey, dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.


Rhoda Lichtenstadter, Twp. Clerk


JEFFREY E. RAMSEY
MAYOR

NO PHOTOCOPIES OF SIGNATURES

GROUP AFFIDAVIT FORM

CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY)
)SS.
COUNTY OF Burlington)

We, members of the governing body of the Township of Willingboro, County of Burlington, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Township Council of the Township of Willingboro. insert name of governing body

2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year.

3. We certify that we have personally reviewed and are familiar with, as a minimum, the section of the Annual Report entitled:

SCHEDULE OF FINDINGS AND RECOMMENDATIONS
OR
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Signatures of governing body members with (L.S.) labels and lines for initials.

Sworn to and subscribed before me this 25 day of July, 2000

Signature of Notary Public and title: Notary Public of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certification must be sent to the Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625

RESOLUTION NO. 2000 – 90

A RESOLUTION AWARDDING A BID FOR A
PORTABLE GENERATOR FOR PUBLIC WORKS
DEPARTMENT.

WHEREAS, the Township Council of the Township of Willingboro has
Requested that bids be submitted for a PORTABLE GENERATOR; and


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

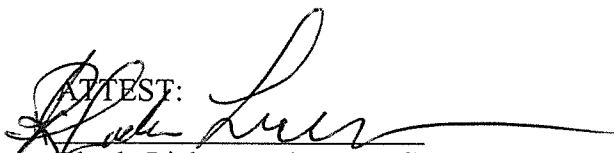
WHEREAS, it appears to be in the best interest of the Township to accept
The bid of CONTRACTOR SERVICES, Camden, New Jersey; and

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 25th day of July, 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.


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Portable Generator
Contractor Services

The money necessary to fund said contract is in the amount of \$ 18,950.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0599-C3. These funds are not being certified as being available for more than one pending contract.

6656 - R 90

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

**PORTABLE GENERATOR – Bids opened Thursday, June 22, 2000 at 10:30 A.M. by Edith Baldwin.
 Present was Mr. Harry McFarland. 3 bid packets were mailed.**

BID RETURN SHEET

CONTRACTOR SERVICE

SEELY EQUIPMENT

PRICE: \$18,950.00

\$20,304.00

TIME OF DELIVERY: 2 WEEKS

3-4 WEEKS ARO

Bid Requirements:

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

To Mr. McFarland for review and recommendations.

cc: Mayor, Council & Twp. Mgr.
 /eb

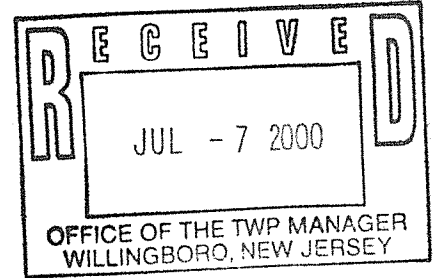
Township of Willingboro

Department of Recreation/Public Works

Interoffice Memorandum

July 7, 2000

TO: Norton N. Bonaparte, Township Manager
FROM: Harry W. McFarland, Superintendent
RE: Portable Generator



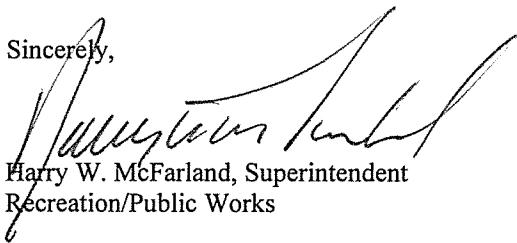
I am recommending that the Township accept the bid of Contractor Services in the amount of \$18,950.00 for the purchase of a 40kw trailer mounted diesel generator.

This unit will provide emergency service for our Public Works Department including the central fuel distribution center. The unit is mobile and can be used for special events and emergency situations throughout the community.

Two bids were received at our opening on June 22, 2000:

- Contractor Service - \$18,950.00
- Seely Equipment Supply - \$20,304.00

Sincerely,



Harry W. McFarland, Superintendent
Recreation/Public Works

HWM/mfjbh

RESOLUTION NO. 2000 – 91

A BID AWARD FOR THE RECONSTRUCTION
OF THE PARKING LOT AND DRAINAGE REPAIRS
AT FIRE STATION NO. 161.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the reconstruction of the parking lot and drainage repairs at Fire Station No. 161; 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 MEREDITH PAVING CORP., Riverton, New Jersey; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's certification; and


WHEREAS, due to an oversight, the resolution awarding this bid was not properly executed in a timely manner, resulting in the implementation of the contract in accordance with the letter of recommendation from the Township Engineer,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of July, 2000, that the bid be accepted as per the attached bid return sheet and the recommendation of the Township Engineer; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

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

Meridith Paving - Fire Station #161

The money necessary to fund said contract is in the amount of \$ 173,395.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number FE BELOW. These funds are not being certified as being available for more than one pending contract.

04-0297-B13 ²⁹¹⁻ 149,395 - 149,395 -
~~04-0598-B10~~ ^{50,000-} ~~50,000 -~~
04-0296-BFD 23,000 -

31600

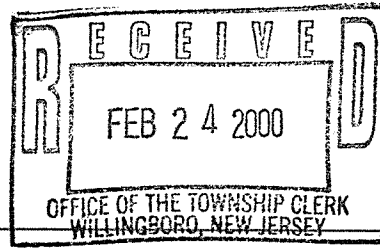
Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

**BID ANALYSIS
FIRE STATION # 161
TOWNSHIP OF WILLINGBORO
FEBRUARY 9, 2000 @ 10:00 AM
LAWB FILE NO. 98-39-15-01**

				ENGINEERS ESTIMATE		Meredith Paving Corporation P.O. Box 267 Riverton, NJ 08077 (856) 829-4343		Arawak Paving Company, Inc. 7503 Weymouth Road Hammonton, NJ 08037 (609) 561-4100	
ITEM	DESCRIPTION	QUANTITY	UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
1	Pavement Excavation, Unclassified	1,945	CY	\$25.00	\$48,625.00	\$7.00	\$13,615.00	\$30.00	\$58,350.00
2	Bit. Conc. Surface Course, Mix I-5, 2" Thk.	670	TN	\$45.00	\$30,150.00	\$45.00	\$30,150.00	\$37.00	\$24,790.00
3	Bit. Stab. Base Course, Mix I-2, 4" Thk.	1,345	TN	\$43.00	\$57,835.00	\$45.00	\$60,525.00	\$34.50	\$46,402.50
4	Dense Graded Aggregate, Var. Thickness	2,040	CY	\$25.00	\$51,000.00	\$12.00	\$24,480.00	\$0.01	\$20.40
5	Concrete Curb	345	LF	\$15.00	\$5,175.00	\$20.00	\$6,900.00	\$13.00	\$4,485.00
6	Removal of Existing Concrete Pad @Emergency Squad Area	1	LS	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$23,727.10	\$23,727.10
7	Reinforced Cement Concrete Pad	80	CY	\$250.00	\$20,000.00	\$375.00	\$30,000.00	\$225.00	\$18,000.00
8	Pavement Markings	1,450	LF	\$0.50	\$725.00	\$0.50	\$725.00	\$0.50	\$725.00
9	Grading, Topsoiling, Fertilizing & Seeding	100	SY	\$6.00	\$600.00	\$10.00	\$1,000.00	\$5.00	\$500.00
					\$220,110.00			\$172,395.00	\$177,000.00

				Cardinal Paving Company 1738 Rt. 206 Red Lion Circle Southampton, NJ 08088 (609) 859-4100		American Asphalt 116 Main Street W. Collingswood Hts., NJ 08059 (856) 456-2899		SJA Construction, Inc. 8004A Greentree Commons Marlton, NJ 08053 (856) 985-3400	
ITEM	DESCRIPTION	QUANTITY	UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
1	Pavement Excavation, Unclassified	1,945	CY	\$12.00	\$23,340.00	\$20.00	\$38,900.00	\$22.00	\$42,790.00
2	Bit. Conc. Surface Course, Mix I-5, 2" Thk.	670	TN	\$43.00	\$28,810.00	\$39.00	\$26,130.00	\$40.00	\$26,800.00
3	Bit. Stab. Base Course, Mix I-2, 4" Thk.	1,345	TN	\$37.00	\$49,765.00	\$34.00	\$45,730.00	\$35.50	\$47,747.50
4	Dense Graded Aggregate, Var. Thickness	2,040	CY	\$25.00	\$51,000.00	\$21.00	\$42,840.00	\$30.00	\$61,200.00
5	Concrete Curb	345	LF	\$14.25	\$4,916.25	\$15.00	\$5,175.00	\$16.00	\$5,520.00
6	Removal of Existing Concrete Pad @Emergency Squad Area	1	LS	\$5,500.00	\$5,500.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
7	Reinforced Cement Concrete Pad	80	CY	\$360.00	\$28,800.00	\$300.00	\$24,000.00	\$325.00	\$26,000.00
8	Pavement Markings	1,450	LF	\$0.30	\$435.00	\$0.60	\$870.00	\$0.55	\$797.50
9	Grading, Topsoiling, Fertilizing & Seeding	100	SY	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
					\$193,566.25			\$199,145.00	\$227,355.00



February 23, 2000

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

**Re: Recommendation of Award
Fire Station #161
Willingboro Township
LAWB File No. 98-39-15.01**

John P. Augustino

Stephen L. Berger

Harry S. Dirkin

Mark E. Malinowski, PE

Shvin G. Patel, PE

Carl A. Turner, PE

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 #161. 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 \$172,395.00 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 #161. Contract documents were purchased directly from LAWB by five (5) vendors.

Ronald J. DeFelicis, Jr., CLA

Arden L. Lenher, LS

Teresa C. McGettigan, CLP

Clwin R. Ruble, LS

Arbachan Sethi, PE

Henry Zube, LS

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
- Concrete Curb
- Removal of Existing Concrete Pad
- Reinforced Concrete Pad
- Pavement Markings
- Grading, Topsoiling, Fertilizing, & Seeding

Consultant

Kenneth Anderson, PE & LS, PP

B. Bid Solicitation:

All bids were due in the Township Clerk's Office no later than 10:00 AM on February 9, 2000. Five vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number. Proposals were received from the following:

- Meredith Paving Corporation
- American Asphalt Company
- Cardinal Paving Company
- Arawak Paving Company, Inc.
- SJA Construction, Inc.

All submitted proposals met the time and delivery criteria.

C. Price Analysis/Justification:

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. Meredith Paving Corporation submitted the low bid in the amount of \$172,395.00. A summary of the two bids received is as follows:

Meredith Paving Corporation	\$172,395.00
American Asphalt Company	\$199,145.00
Cardinal Paving Company	\$193,566.25
Arawak Paving Company, Inc.	\$177,000.00
SJA Construction, Inc.	\$227,355.00

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 \$220,110.00.

Based on the range of the bids received LAWB considers the bids to valid and competitive.

D. Responsibility

A reference inquiry of Meredith Paving Corporation was made by LAWB. This inquiry was limited to reference verification in addition to bond and surety submission.

The following written references were included with their bid submission and are attached for further reference.

- Richard A. Alaimo & Associates
- New Jersey Department of Transportation
- Borough of Morrisville

Based on the references, LAWB determines Meredith Paving Corporation 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.

LAWB recommends the award of a fixed price construction type contract with Not – to – Exceed dollar obligation of \$172,395.00 to Meredith Paving Corporation, for the scope of work mentioned herein. Meredith Paving Corporation 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

98-39-15.01\LETTERS\CAT\FIREAWARD-F23. DOC (00)

MEMORANDUM

TO ANDY ZORN
MEREOTH PAVING

FROM ANGIE LAMSON
EDGEWATER PARK
CREW 432

SUBJECT CONTRACTOR REPORTS DATE 2/6/95 TELEPHONE NO. 877-8245

Andy,

Nick and I have to attend a training session today. We'll be over tomorrow with contractor reports so you can get paid.

You and your men did an excellent job.

Thanks

Angie

BOROUGH OF MORRISVILLE

35 UNION STREET MORRISVILLE, PA 19067 • (215) 295-8181 FAX: (215) 295-8451 •

October 3, 1991

Meredith Paving Corporation
Mr. Andrew Zorn, Jr.
President
P. O. Box 267
Riverton, N. J. 08077

Re: Completion of Road Paving Project - September 1991

Dear Mr. Zorn:

The Mayor and Borough Council of Morrisville Borough have asked me to extend their congratulations on the fine work performed by your staff on the road repaving project in our Borough. We believe the work was completed on schedule with a minimum of inconvenience to residents; in addition, the workmanship is commendable.

Please extend our compliments to all those who participated in this effort.

Very truly yours,



Victor A. Cicero
Borough Manager

VAC/dmg

cc: Mayor and Borough Council
John Wilhelm

Morrisville Borough - Charles Demi (215)295-8181

1994 Roads Program

1998 Roads Program



Richard A. Alaimo Associates

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

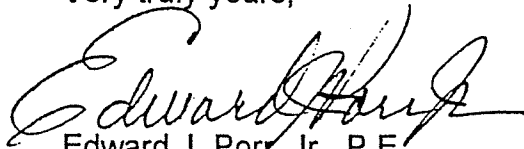
September 15, 1995

To Whom It May Concern:

RE: Meredith Paving Corporation
Road Paving & Pulverization

Meredith Paving Corporation has satisfactorily performed road pulverization and paving work in Mount Holly Township. Their work is timely and the quality is excellent.

Very truly yours,



Edward J. Porr, Jr., P.E.
Senior Project Engineer

EJP:eh

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

MEREDITH PAVING CORP.

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

Standard Havens bituminous concrete plant - NJDOT and PENNDOT approved -
with Libra automated and recordated controls, Fairbanks/Winslow electronic
automated truck scales, Barber Greene 225 and 245B pavers, Entyre asphalt
distributors, Cat & Gallion graders, Case, Clark & Michigan loaders and
backhoes, Bomag MPH 100 soil stabilizer, Jetta stone spreader, Ingram
rollers, Peterbuilt & Mack tandems, tri-axel and dump tractor/trailers

FINANCIAL RESOURCES: That information relative to his or their financial Resources can and may be obtained from the following:
(Give name, business and address.)

Martin, Ragone & Marroccia, P.A.

Robert Ragone, accountant

37 Union St. Medford, NJ

Meridian Bank

176 Route #70 Medford, NJ

Louise Armstrong, Cinnaminson P

List Name, Address and Telephone Number:

Robert Ragone, accountant

(609) 654-5180

Louise Armstrong, bank manager

(609) 829-1160

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey on July 25, 2000 at 7:00 p.m.

PRESENT: Ayer Johnson Campbell

ABSENT: Stephenson, Ramsey

* * * * *

_____ introduced and moved the adoption of the following resolution, and _____ seconded the motion:

Res No. 2000-92

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING \$7,400,000 IN PRINCIPAL AMOUNT.

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

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of Willingboro, in the County of Burlington, New Jersey authorized pursuant to the bond ordinances of the Township heretofore adopted and described in

Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of \$7,400,000.

Section 2. The principal amount of Bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Principal Amount of Bonds	Number of Ordinance	Description of Improvement and Date of Adoption of Ordinance	Useful Life
\$14,730	1998-5	Various capital improvements, finally adopted May 26, 1998	8.96 years
1,326,130	1999-5	Various capital improvements, finally adopted October 19, 1999	9.26 years
6,059,140	1999-6	Various capital improvements, finally adopted December 21, 1999	20 years
\$7,400,000			

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 18.05 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES: Ayres, Johnson, Campbell

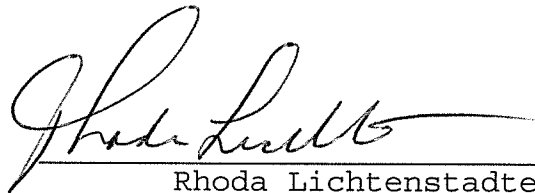
NAYS: None

Absent: Stephenson, Ramsey

CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on July 15, 2000 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 25 day of July, 2000.



Rhoda Lichtenstadter, Clerk

[SEAL]

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey on July 25, 2000, at 7:00 p.m.

PRESENT: *Dyner, Johnson Campbell*

ABSENT: *Stephenson, Ramsey*

* * * * *

Johnson introduced and moved the adoption of the following resolution and Dyner seconded the motion:

Res No. 2000-93

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF \$7,400,000 GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AND PROVIDING FOR THEIR SALE.

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

Section 1. The \$7,400,000 General Improvement Bonds of the Township of Willingboro, New Jersey, referred to and described in the resolution adopted by the Township Council pursuant to the Local Bond Law of the State of New Jersey on July 25, 2000 and

entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro, in the County of Burlington, New Jersey into a Single Issue of Bonds Aggregating \$7,400,000 in Principal Amount," shall be issued as General Improvement Bonds (the "Bonds"). The Bonds shall mature in the principal amounts on September 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2001	\$250,000	2010	\$405,000
2002	260,000	2011	430,000
2003	275,000	2012	455,000
2004	290,000	2013	480,000
2005	305,000	2014	505,000
2006	325,000	2015	535,000
2007	340,000	2016	570,000
2008	360,000	2017	600,000
2009	380,000	2018	635,000

The Bonds shall be subject to redemption prior to maturity in accordance with the terms of the Notice of Sale authorized herein. The Bonds shall be 18 in number, with one certificate being issued for each year of maturity, and shall be numbered R-1 to R-18, inclusive.

Section 2. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the

"Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of any multiple of \$1,000 (with a minimum purchase of \$5,000 required) through book-entries made on the books and the records of The Depository Trust Company and its participants.

The Bonds will bear interest payable semiannually on the first days of March and September in each year until maturity, commencing on March 1, 2001, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding February 15 and August 15 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial

Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk. The following matters are hereby determined with respect to the Bonds:

Date of Bonds: September 1, 2000,

Interest Payment

Dates: Each March 1 and September 1 until maturity, commencing on March 1, 2001.

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company:

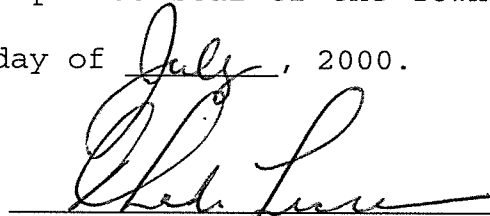
CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on July ~~25~~, 2000 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

the corporate seal of the Township this

25 day of July, 2000.


Rhoda Lichtenstadter, Clerk

[SEAL]

REGISTERED
NUMBER R-

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF BURLINGTON

TOWNSHIP OF WILLINGBORO

GENERAL IMPROVEMENT BOND

		RATE OF	
	MATURITY	INTEREST PER	
DATED DATE:	DATE:	ANNUM:	CUSIP:
9/01/00	9/01/___	_____ %	_____

TOWNSHIP OF WILLINGBORO, in the County of Burlington, New Jersey hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS (\$ _____), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the first days of March and September in each year until maturity, commencing on March 1, 2001. Interest on this bond will be paid to the Securities Depository by the Township of Willingboro and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the February 15 and August 15 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

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

The bonds of this issue maturing prior to September 1, 2010 are not subject to redemption prior to their stated maturities.

The bonds of this issue maturing on or after September 1, 2010 are redeemable at the option of the Township in whole or in part on any date on or after September 1, 2009 upon notice as required herein at the respective prices expressed as percentages of principal amount set forth below (the "Redemption Price"), plus in each case accrued interest to the date fixed for redemption:

Redemption Period (<u>both dates inclusive</u>)	Redemption <u>Price</u>
September 1, 2009 to August 31, 2010	101%
September 1, 2010 and thereafter	100%

Notice of Redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. Any failure of the depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the Township; the bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date. Payment shall be made upon surrender of the bonds redeemed.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township of Willingboro adopted July 11, 2000 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro, in the County of Burlington, New Jersey into a Single Issue of Bonds Aggregating \$7,400,000 in Principal Amount," and the various bond ordinances referred to therein, each in all respects duly approved and published as required by law (the "Authorization Proceedings").

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

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

IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the Date of Original Issue as specified above.

TOWNSHIP OF WILLINGBORO

By _____ (Facsimile) _____
Mayor

ATTEST:

By _____
Clerk

By _____ (Facsimile) _____
Chief Financial Officer

Section 4. The Bonds shall be sold upon sealed proposals on August 30, 2000 at 11:00 a.m. at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046 in accordance with the Notice of Sale authorized herein. The Township Clerk is hereby directed to arrange for the publication of the Notice of Sale and the Summary Notice of Sale in the forms provided herein, such publications to be not less than seven days prior to the date of sale. The Notice of Sale shall be published in the Burlington County Times and the Summary Notice of Sale shall be published in the Bond Buyer, a financial newspaper published and circulating in the City of New York, New York. Pursuant to N.J.S.A. 40A:2-34, the Township Council of the Township hereby designates the Chief Financial Officer as financial officer to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to this Township Council as required by law.

Section 5. The Notice of Sale and the Summary Notice of Sale shall be substantially in the following forms with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company:

TOWNSHIP OF WILLINGBORO

COUNTY OF BURLINGTON,

NEW JERSEY

NOTICE OF

\$7,400,000 GENERAL IMPROVEMENT BOND SALE

BOOK-ENTRY ONLY BONDS

BANK-QUALIFIED

CALLABLE

SEALED PROPOSALS will be received by the Chief Financial Officer of the Township of Willingboro, in the County of Burlington, New Jersey at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046 on August 30, 2000 until 11:00 a.m., at which time they will be publicly opened and announced for the purchase of the following Bonds of the Township dated September 1, 2000 and due (subject to prior redemption) on September 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2001	\$250,000	2010	\$405,000
2002	260,000	2011	430,000
2003	275,000	2012	455,000
2004	290,000	2013	480,000
2005	305,000	2014	505,000
2006	325,000	2015	535,000
2007	340,000	2016	570,000
2008	360,000	2017	600,000
2009	380,000	2018	635,000

All bidders for the Bonds must be participants of The Depository Trust Company, New York, New York or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository").

The Bonds maturing on or after September 1, 2010 are redeemable at the option of the Township in whole or in part on any date on or after September 1, 2009 upon notice as required herein at the respective prices expressed as percentages of principal amount set forth below (the "Redemption Price"), plus in each case accrued interest to the date fixed for redemption:

Redemption Period (both dates inclusive)	Redemption Price
September 1, 2009 to August 31, 2010	101%
September 1, 2010 and thereafter	100%

Notice of Redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the Owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. Any failure of the depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, the Bonds to be redeemed shall be selected by the Township; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption and no further interest shall accrue beyond the redemption date.

Each proposal must specify:

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the principal amount of Bonds the bidder will accept which shall be all of the Bonds or any lesser amount that is a multiple of \$1,000 and the purchase price specified in the proposal must be not less than \$7,400,000. The Bonds will be awarded to the bidder on whose

bid the total loan may be made at the lowest net interest cost. Such net interest cost shall be computed, as to each bid, by adding to the total principal amount of Bonds bid for the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

The right is reserved to reject all bids, and any bid not complying with the terms of this notice will be rejected.

Each bidder is required to deposit a certified, treasurer's or cashier's check payable to the order of the TOWNSHIP OF WILLINGBORO for \$148,000 drawn upon a bank or trust company, and such check must be enclosed with the proposal. When the successful bidder has been ascertained, all such deposits will be promptly returned to the persons making them, except the check of the successful bidder, which will be applied in part payment for the Bonds or to secure the Township from any loss resulting from the failure of the bidder to comply with the terms of its bid. Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two hours after opening of the bids, but such successful bidder may not withdraw its proposal until after 11:00 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

The Bonds will be delivered on or about September 14, 2000 at the offices of the Township's Bond Counsel, McManimon & Scotland, L.L.C., Newark, New Jersey or at such other place as may be agreed upon with the successful bidder. PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE IN IMMEDIATELY AVAILABLE FUNDS.

Each proposal must be enclosed in a sealed envelope and should be marked on the outside "Proposal for Bonds." If mailed, proposals should be addressed to or in care of the undersigned at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046.

The successful bidder may at its option refuse to accept the Bonds if prior to their delivery any change in the Internal Revenue Code of 1986, as amended (the "Code") shall provide that the interest thereon is taxable or shall be taxable at a future date for federal income tax purposes. In such case the deposit made by

the successful bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

It is anticipated that CUSIP identification numbers will be printed on the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the purchaser.

The obligation hereunder to deliver and to accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of the approving opinion of the law firm of McManimon & Scotland, L.L.C., Newark, New Jersey, which will be furnished without cost to the successful bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds and certificates in form satisfactory to that law firm evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor, the compliance with the requirements of the Code necessary to preserve tax exemption and the absence of litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds. A copy of the approving opinion will appear on the Bonds.

The successful bidder will be required to certify the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Bonds of each maturity were sold.

The Township has authorized the distribution of a preliminary official statement deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Final official statements will be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

The Bonds will be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Code.

Joanne G. Diggs, Chief Financial Officer

SUMMARY NOTICE OF SALE

TOWNSHIP OF WILLINGBORO, IN THE
COUNTY OF BURLINGTON, NEW JERSEY

\$7,400,000 GENERAL IMPROVEMENT BONDS

BOOK ENTRY ONLY BONDS
BANK QUALIFIED
CALLABLE

SEALED PROPOSALS will be received by the Chief Financial Officer of the Township of Willingboro at the Municipal Complex, 1 Salem Road, Willingboro, N.J. on August 30, 2000 until 11:00 a.m. for the purchase of the above Bonds of the Township dated September 1, 2000 and due (subject to prior redemption) on September 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2001	\$250,000	2010	\$405,000
2002	260,000	2011	430,000
2003	275,000	2012	455,000
2004	290,000	2013	480,000
2005	305,000	2014	505,000
2006	325,000	2015	535,000
2007	340,000	2016	570,000
2008	360,000	2017	600,000
2009	380,000	2018	635,000

The Bonds will be issued in book-entry form only, in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year. The Bonds are redeemable at the option of the Township in accordance with the terms set forth in the full Notice of Sale. The Township will furnish Bonds and the approving legal opinion of McManimon & Scotland, L.L.C., Newark, N.J.

The Bonds will bear interest at the rate or rates per annum in multiples of 1/8 or 1/20 of 1% (ascending rates and only one rate per maturity) specified by the successful bidder payable semiannually on March 1 and September 1 in each year until maturity, commencing on March 1, 2001. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost in accordance with the terms set forth in the full Notice of Sale.

The full Notice of Sale, the Official Statement and bid forms are available by contacting Joanne G. Diggs, the Chief Financial Officer at the Municipal Complex, 1 Salem Road, Willingboro, N.J. 08046, (609) 877-2200.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon & Scotland, L.L.C., complete except for omission of its date.

Section 7. The law firm of McManimon & Scotland, L.L.C. is authorized to arrange for the printing of the Bonds and the printing of the Official Statement to be prepared by the Township auditor. The law firm of McManimon & Scotland, L.L.C. is also authorized to arrange for the distribution of the Preliminary Official Statement on behalf of the Township to those financial institutions that customarily submit bids for such Bonds. The Township auditor is authorized to prepare the Official Statement necessary in connection with the issuance of the Bonds. The Mayor and the Chief Financial Officer are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

Section 8. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 9. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds in denominations of \$5,000, or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 11. It is hereby determined that the limitations as to the amounts of annual installments set forth in the Local Bond Law will adversely affect the financial position of the Township. Accordingly, the appropriate officers and representatives of the Township are authorized to apply on behalf of the Township to the Local Finance Board for approval of the maturity schedules provided herein for the Bonds pursuant to N.J.S.A. 40A:2-26(e). It is hereby determined that the financial position of the Township will be best served if the Bonds authorized herein mature in accordance with these schedules for the reason that these maturity schedules will result in level debt service requirements, that the debt service requirements will be more easily provided for by the taxpayers and the rate-payers and that these debt service requirements will help produce stability in the tax rate and/or the sewer rate.

Section 12. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) On or prior to August 1 of each year, beginning August 1, 2001, to each nationally recognized municipal securities information repository ("National Repository") and to the appropriate State information depository ("State Repository"), if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (i) Township and overlapping indebtedness including a schedule of outstanding debt issued by the Township, (ii) the Township's most current adopted budget, (iii) property valuation information, and (iv) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(b) in a timely manner to each National Repository or to the Municipal Securities Rulemaking Board, and to the State Repository, if any, notice of the following events with respect to the Bonds, if material (herein "Material Events"):

- (1) Principal and interest payment delinquencies on the Bonds;

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

(c) in a timely manner to each National Repository or to the Municipal Securities Rulemaking Board, and to the State Repository, if any, notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution.

Section 13. If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

Section 14. The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to

amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

Section 15. In the event that the Township fails to comply with the Rule or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages. The sole remedy is specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 16. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:

(part I)

Res No. 2000-94

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-26[e]

WHEREAS, THE TOWNSHIP OF WILLINGBORO desires to make application to the Local Finance Board for its review and/or approval of a proposed resolution authorizing a non conforming maturity schedule in accordance with N.J.S.A. 40A:2-26[e]

WHEREAS, THE TOWNSHIP OF WILLINGBORO believes that:

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF WILLINGBORO as follows:

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

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

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Recorded Vote

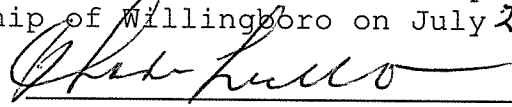
AYE
Ayer
Johnson
Campbell

NO

ABSTAIN

ABSENT
Stykenson
Ramsey

The foregoing is a true copy of a resolution adopted by the governing body of the Township of Willingboro on July 25, 2000.


Rhoda Lichtenstadter, Clerk

(part I)

ID #

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

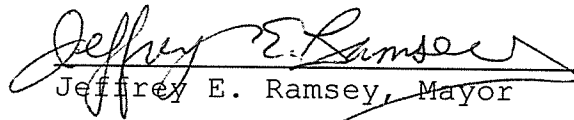
APPLICANT'S
NAME: TOWNSHIP OF WILLINGBORO

I, JEFFREY E. RAMSEY, MAYOR OF THE TOWNSHIP DO HEREBY DECLARE:

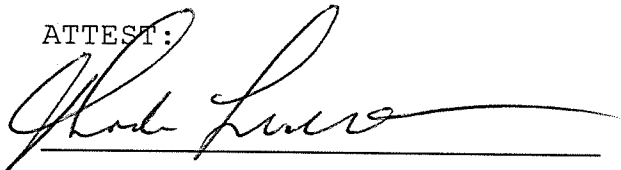
That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the Township of Willingboro on July 15, 2000; and

That the governing body of the Township of Willingboro has notified each participating local unit of its submission of this application to the Local Finance Board and has made available to each, a true copy of this application.



Jeffrey E. Ramsey, Mayor

ATTEST:


Date: July 25, 2000

✓

RESOLUTION *No 2000-95*

WHEREAS, an emergency has arisen with respect to

Additional downpayment monies are required to continue improvements and renovations at both the Township of Willingboro's Kennedy Center and Town Center. Originally these continuing projects were scheduled for authorization in the calendar year 2001.

and no adequate provision was made in the 2000 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$242,900 and three percent of the total operations in the budget for the year 2000 is \$517,331.58

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48,

1. An emergency appropriation be and the same is hereby made for **Down Payments on Improvements** in the amount of \$242,900.
2. That said emergency appropriation shall be provided in full in the 2001 budget.
3. That two certified copies of this resolution be filed with the Director of Local Government Services.

ROLL CALL:

Ayres - Aye
Johnson - Aye
Campbell - Aye
Stephenson - Absent
Ramsey - Absent


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

STATEMENT RE: EMERGENCY RESOLUTION

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official, and must be filed with the Municipal Clerk prior to the adoption of the emergency resolution. The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Need of Emergency Appropriation:

Additional downpayment monies are required to continue improvements and renovations at both the Township of Willingboro's Kennedy Center and Town Center. Originally these continuing projects were scheduled for authorization in the calender year 2001.

Date of Happening: July 18, 2000

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation?

No

Have any payments been made in connection with this emergency appropriation? No

If costs are in excess of \$17,500 for either labor or materials, or both, will bids be advertised for? Yes

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

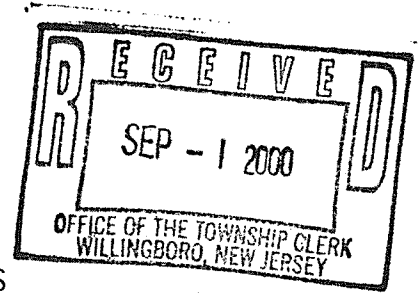
Will work be performed by contract, force account or otherwise? No

Joanne M. Degey
Chief Financial Officer

7/25/00
Date

cc.
J.D.
D.S.

R.L.



DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

TRENTON, NJ

EMERGENCY APPLICATION - N.J.S.A. 40A:4-46

Permission is hereby granted to the Township of Willingboro in the County of Burlington under the provisions of N.J.S.A 40A:4-46 to exclude from the 'CAP' the following emergency appropriation in the amount of \$242,900 for the purpose of:

Down Payment on Improvements

The resolution authorizing the emergency appropriation was adopted at the meeting of the governing body on July 25, 2000 and a certified copy was filed with the Division on August 9, 2000.

Approved for:
Ulrich H. Steinberg, Jr., Director
Local Government Services

By Christine M. Zapicchi
Christine M. Zapicchi, Chief
Bureau of Financial Regulation
and Assistance

Date: August 18, 2000

TO: Rhoda Lichtenstadter, Clerk
Township of Willingboro
1 Salem Road
Willingboro, New Jersey 08046

c: Chief Financial Officer

RESOLUTION - ORD No 2000-95

WHEREAS, an emergency has arisen with respect to

Additional downpayment monies are required to continue improvements and renovations at both the Township of Willingboro's Kennedy Center and Town Center. Originally these continuing projects were scheduled for authorization in the calendar year 2001.

and no adequate provision was made in the 2000 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$242,900 and three percent of the total operations in the budget for the year 2000 is \$517,331.58

1999 = 490,407.00

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48,

1. An emergency appropriation be and the same is hereby made for **Down Payments on Improvements** in the amount of \$242,900.
2. That said emergency appropriation shall be provided in full in the 2001 budget.
3. That two certified copies of this resolution be filed with the Director of Local Government Services.

ROLL CALL:

Ayrer - Aye
Johnson - Aye
Campbell - Aye
Stephenson - Absent
Ramsey - Absent

J. E. Ramsey

 JEFFREY E. RAMSEY
 MAYOR

ATTEST:
Rhoda Lichtenstadter
 Rhoda Lichtenstadter, RMC
 Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

July 25, 2000
[Signature]

 TOWNSHIP CLERK

STATEMENT RE: EMERGENCY RESOLUTION

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official, and must be filed with the Municipal Clerk prior to the adoption of the emergency resolution. The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Need of Emergency Appropriation:

Additional downpayment monies are required to continue improvements and renovations at both the Township of Willingboro's Kennedy Center and Town Center. Originally these continuing projects were scheduled for authorization in the calendar year 2001.

Date of Happening: July 18, 2000

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation?

No

Have any payments been made in connection with this emergency appropriation? No

If costs are in excess of \$17,500 for either labor or materials, or both, will bids be advertised for? Yes

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

Will work be performed by contract, force account or otherwise? No

Joanne W. Digi
Chief Financial Officer

7/25/00
Date

RESOLUTION TO AMEND CAPITAL BUDGET

Res # 2000 - 96

WHEREAS, the Council of the Township of Willingboro, County of Burlington desires to amend the 2000 Capital Budget by inserting thereon or correcting the items therein as shown in such budget for the following reasons:

Adding a new project which was not anticipated at the time of adoption of the capital budget.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Willingboro, County of Burlington that the following changes be made to the Capital Budget of the year 2000 :

AMENDMENT TO CAPITAL BUDGET OF THE TOWNSHIP OF WILLINGBORO COUNTY OF BURLINGTON, NEW JERSEY Project Schedule for 2000 Method of Financing

Table with 5 columns: PROJECT, ESTIMATED COST, CAPITAL IMP. FUND, DOWN PAYMENT ON IMPROVE., AUTHORIZED. Rows include Reconstruction of Municipal Library, Infrastructure and Road Improvements--Town Center, and Construction Re-Roofing at Kennedy Center.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of the Division of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget adopted by the governing body on the 25th day of July, 2000.

Certified by me:

7/25/2000 DATE

[Signature] CLERK

Trenton, New Jersey

Approved _____, 20__

DIRECTOR, DIVISION OF LOCAL GOVERNMENT SERVICES

RESOLUTION TO AMEND CAPITAL BUDGET

Res. No. 2000-96

WHEREAS, the Council of the Township of Willingboro, County of Burlington desires to amend the 2000 Capital Budget by inserting thereon or correcting the items therein as shown in such budget for the following reasons:

Adding a new project which was not anticipated at the time of adoption of the capital budget.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Willingboro, County of Burlington that the following changes be made to the Capital Budget of the year 2000 :

**AMENDMENT TO
CAPITAL BUDGET OF THE
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON, NEW JERSEY**
Project Schedule for 2000
Method of Financing

RECEIVED
DIV. OF LOCAL GOVT
SERVICES
AUG 7 11 55 AM '00

<u>PROJECT</u>	<u>ESTIMATED COST</u>	<u>CAPITAL IMP. FUND</u>	<u>DOWN PAYMENT ON IMPROVE.</u>	<u>AUTHORIZED</u>
Reconstruction of Municipal Library	\$2,600,000		\$114,300	\$2,485,700
Infrastructure and Road Improvements--Town Center	\$250,000	\$7,200		\$242,800
Re-Roofing <i>Reconstruction</i> at Kennedy Center	\$2,750,000		\$128,600	\$2,621,400

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of the Division of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget adopted by the governing body on the 25th day of July, 2000.

Certified by me:

7/25/2000
DATE

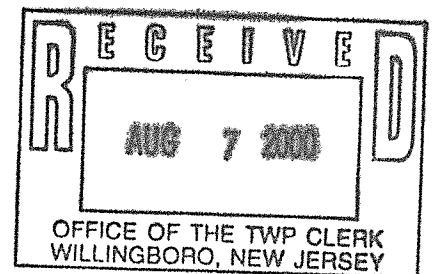
Phil Lewis
CLERK

Trenton, New Jersey

Approved August 3, 2000

For acknowledgement of receipt of Annual Debt Statement, Supplemental Debt Statement, or Capital Budget Amendment

Michael Stender
DIRECTOR, DIVISION OF LOCAL GOVERNMENT SERVICES



RESOLUTION NO. 2000 -97

A RESOLUTION AWARDING THE RADIO MAINTENANCE
BID TO TEKTRON COMMUNICATIONS.

WHEREAS, the Township Council of the Township of Willingboro has requested
that bids be submitted for RADIO MAINTENANCE REPAIRS; 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 TEKTRON CORP., Pennsauken, New Jersey; 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 25th day of July, 2000,
that the bid be accepted as per the attached bid return sheet and recommendations; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

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

TEKTRON Comm. - Pennsauken N.J.
Radio Comm. / MAINTENANCE REPAIR

16,000 BUDGET

The money necessary to fund said contract is in the amount of \$ 17,076.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-77-212
01-77-003. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

WILLINGBORO TOWNSHIP POLICE

INTER-DEPARTMENTAL MEMO

TO: NORTON N. BONAPARTE, JR.
TOWNSHIP MANAGER

FROM: BENJAMIN C. BRAXTON
DIRECTOR OF PUBLIC SAFETY

DATE: JULY 25, 2000

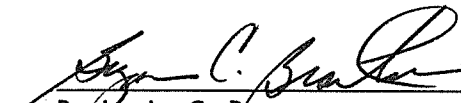
SUBJECT: **BID AWARDS**

It is the recommendation of the Police Department that the bids submitted by Landsman Uniform Company and Oakwood Uniform Company be awarded per low-priced items.

The radio bid from Tektron should be accepted as they were the only bidder

This will require adjustment in our budgeted funds to cover the bid amount, which is over our budgeted amount.

*Approved
7.26.00*


Benjamin C. Braxton

Director of Public Safety

BCB:jfl

WILLINGBORO TOWNSHIP POLICE

INTER-DEPARTMENTAL MEMO

TO: NORTON N. BONAPARTE, JR.
TOWNSHIP MANAGER

FROM: BENJAMIN C. BRAXTON
DIRECTOR OF PUBLIC SAFETY

DATE: JULY 25, 2000

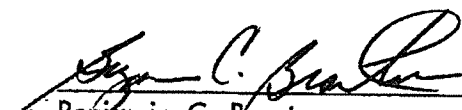
SUBJECT: **BID AWARDS**

It is the recommendation of the Police Department that the bids submitted by Landsman Uniform Company and Oakwood Uniform Company be awarded per low-priced items.

The radio bid from Tektron should be accepted as they were the only bidder

This will require adjustment in our budgeted funds to cover the bid amount, which is over our budgeted amount.

*Approved
7.26.00*


Benjamin C. Braxton

Director of Public Safety

BCB:jfl

2000 RADIO COMMUNICATIONS MAINTENANCE & REPAIR

Bid opened Wednesday, June 28, 2000 at 10:45 A.M. in the Manager's Conf. Room by Edith Baldwin, Deputy and Officer Robert Bieniek. Present were Mr. Braxton, Director of Public Safety and Mr. Robert Baird, Sr. from TekTron Communications. 2 bid packets were mailed out.

BID RETURN SHEET

BID PRICES:

TekTron Communiations

- 1. All inclusive price:
Including all parts,
labor, travel costs etc.

\$ 17,076.00 Annual Total

- 2. Alternate:
A proposal on the basis
of time & materials

Labor:

(Monday-Friday

8:00 am to 5:00 pm
excluding holidays)

\$ 90.00 Per Hour

\$135.00 Per Hour - Other Hours

Parts:

Manufacturer Suggested Resale Price

Bid Requirements:

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

X

X

X

X

X

X

To Officer Bieniek for review and recommendations.

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

Bid Return Sheet
Page 2.

Maintenance cost per unit of items 1 through 8:

1.	Land Station Equipment		\$ 48.00
2.	Mobile Radios	Kenwood Mobiles	4.75
		G.E M.V.S. Mobiles	4.75
3.	Desk Top Remote Units	Motorola	2.00
		General Electric	2.00
4.	Portable Radios	Motorola VISARS	9.00
		Motorola HT-1000	6.50
		G.E. PCS	4.50
5.	Portable Radio Chargers	G.E. PCS Bank Chargers	1.00
		Motorola VISAR Charger	0.50
		Motorola HT-1000 Charger	0.50
		G.E PCS Single Unit Charger	0.50
6.	Siren Units	Siren Unit	1.00
		Siren Speaker	1.00
7.	Speaker Microphones	Motorola VISARS	2.00
		Motorola HT-1000	2.00
		G.E. PCS	2.00
8.	Antenna Maintenance per vehicle		1.00

9. ~~10.~~ Attach pricing for removal and installation of Police Equipment as specified in the specs above.



Township of Willingboro
Police Department

2000 Radio Communications Maintenance & Repair
Bid Opening: Wednesday, June 28, 2000, at 10:45 a.m.

Bid Return Sheet
Page 2

Item ~~107~~ Prices for the removal and installation of Police equipment listed below when Police Vehicles are traded in:

	<u>Removal</u>	<u>Installation</u>
(a) Police radio systems	\$ 40.00	\$125.00
(b) Siren systems	10.00	50.00
(c) Gun lock systems	30.00	75.00
(d) Security screens (which separate front & rear passenger compartment)	50.00	175.00
(e) All switch controls and wiring related to all add on accessories	10.00 each	25.00 each
(f) Car video systems	50.00	150.00
(g) Headlight flashing system	20.00	50.00
(h) Strobe Light system (4 lights per vehicle)	50.00	100.00
(i) Push bumper	N/A	175.00
(j) Computer docking station	50.00	175.00
(k) Center console	50.00	150.00
(l) Overhead light bar	90.00	175.00



Township of Willingboro
Police Department

2000 Radio Communications Maintenance & Repair

Bid Opening: Wednesday, June 28, 2000, at 10:45 a.m.

Police Departments Presently Being Serviced By TekTron

Township of Voorhees
Police Department
Chief Keith Hummel
856.428.5400

Township of Winslow
Police Department
Chief Anthony Bello
856.561.3300

Township of Evesham
Police Department
Lieutenant John Wainwright
856.983.1118

Township of Willingboro – presently being serviced by TekTron Corporation



Township of Willingboro
Police Department

2000 Radio Communications Maintenance & Repair
Bid Opening: Wednesday, June 28, 2000, at 10:45 a.m.

Bid Return Sheet
Page 2

Item ~~10.7~~ Prices for the removal and installation of Police equipment listed below when Police Vehicles are traded in:

	<u>Removal</u>	<u>Installation</u>
(a) Police radio systems	\$ 40.00	\$125.00
(b) Siren systems	10.00	50.00
(c) Gun lock systems	30.00	75.00
(d) Security screens (which separate front & rear passenger compartment)	50.00	175.00
(e) All switch controls and wiring related to all add on accessories	10.00 each	25.00 each
(f) Car video systems	50.00	150.00
(g) Headlight flashing system	20.00	50.00
(h) Strobe Light system (4 lights per vehicle)	50.00	100.00
(i) Push bumper	N/A	175.00
(j) Computer docking station	50.00	175.00
(k) Center console	50.00	150.00
(l) Overhead light bar	90.00	175.00

RESOLUTION NO. 2000 - 98

A RESOLUTION AWARDING A BID FOR POLICE DEPARTMENT
UNIFORMS TO OAKWOOD UNIFORMS AND LANDSMAN UNIFORMS

WHEREAS, the Township Council of the Township of Willingboro has requested
that bids be submitted for POLICE DEPARTMENT UNIFORMS; and

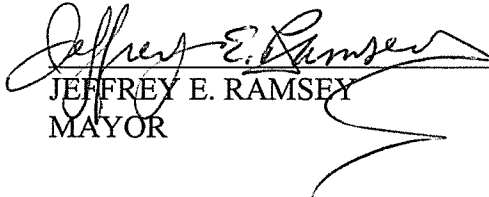
WHEREAS, bids have been received, opened and read in public; and

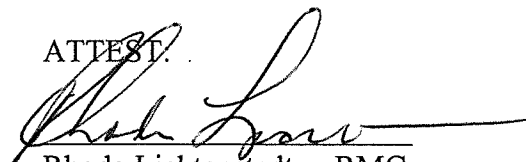
WHEREAS, it appears to be in the best interest of the Township to accept
the bids of OAKWOOD UNIFORMS, AND LANDSMAN UNIFORMS; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 25TH day of July, 2000,
that the bids be accepted as per the attached bid return sheet and recommendations; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST.

Rhoda Lichtenstadter, RMC
Township Clerk

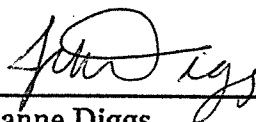
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Police dept uniforms

Oakwood
Landsman

The money necessary to fund said contract is in the amount of \$ 65,000⁰⁰ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-77-212. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

WILLINGBORO TOWNSHIP POLICE

INTER-DEPARTMENTAL MEMO

TO: NORTON N. BONAPARTE, JR.
TOWNSHIP MANAGER

FROM: BENJAMIN C. BRAXTON
DIRECTOR OF PUBLIC SAFETY

DATE: JULY 25, 2000

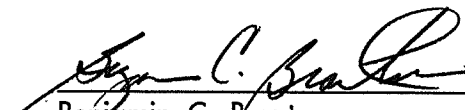
SUBJECT: **BID AWARDS**

It is the recommendation of the Police Department that the bids submitted by Landsman Uniform Company and Oakwood Uniform Company be awarded per low-priced items.

The radio bid from Tektron should be accepted as they were the only bidder

This will require adjustment in our budgeted funds to cover the bid amount, which is over our budgeted amount.

*Approved
7-26-00*


Benjamin C. Braxton

Director of Public Safety

BCB:jfl

Bid Form Willingboro Township Police Department Uniforms

We agree to furnish and deliver to the Township of Willingboro the following items, in accordance with the instructions and specifications of this proposal, which have been received, read and understood.

All items need not be bid, if so desired. Bid Bond is required. All prices pertaining to this bid will remain in effect for a period of one year from the date of this bid award. All quantities listed are approximate and the Township of Willingboro reserves the right to purchase in lesser or greater amounts. Measurements are to be taken for each individual at a time and place that is designated by the department. Delivery to be made within 45 days after measurements are taken. Bidder shall be responsible for proper fit. The department shall have the final say where fit is concerned. All garments must be made to accommodate ladies sizes also. All alterations will be the responsibility of the bidder. Shirts and trousers may require some custom fitting.

Any and all exceptions to the above, are to be noted and explained in a separate letter, and attached to this bid form upon submission. The Township will not be required to award the bid on the basis of all items, and the bid award may be split.

ITEM	APPROX. QUANTITY	DESCRIPTION	OAKWOOD PRICE:	LANDSMAN PRICE:
1.	<u>10</u>	SPIEWAK #1775 ALL SEASON DUTY JACKET (BLACK)	\$ <u>207.00</u>	\$ <u>210.95</u>
2.	<u>0</u>	SPIEWAK #1775 REMOVEABLE LINER	\$ <u>--0--</u>	\$ <u>--0--</u>
3.	<u>100</u>	TROUSERS: FECHEIMER #42280	\$ <u>58.15</u>	\$ <u>56.85</u>
4.	<u>90</u>	A. WINTER SHIRT (Elbeco Special Duty L214-3 , NAVY)	\$ <u>37.60</u>	\$ <u>38.75</u>
	<u>10</u>	B. WINTER SHIRT (Elbeco Special Duty Z210-3, ALL WHITE)	\$ <u>37.60</u>	\$ <u>37.75</u>
5.	<u>90</u>	A. SUMMER SHIRT (Elbeco Special Duty L2214-3, NAVY)	\$ <u>34.90</u>	\$ <u>35.75</u>
	<u>10</u>	B. SUMMER SHIRT (Elbeco Special Duty Z2210-3, ALL WHITE)	\$ <u>34.90</u>	\$ <u>34.75</u>
6.	<u>10</u>	SLUSH BOOTS	\$ <u>20.50</u>	\$ <u>23.65</u>
7.	<u>10</u>	RAINCOATS (POLICE OFFICER)	\$ <u>105.00</u>	\$ <u>109.50</u>
8.	<u>2</u>	A. FOOTWEAR: BATES LITES #42	\$ <u>64.00</u>	\$ <u>54.50</u>
	<u>1</u>	B. FOOTWEAR: BATES LITES #53	\$ <u>66.00</u>	\$ <u>60.90</u>
	<u>6</u>	C. FOOTWEAR: BATES LITES ZIPPERED BOOT #14	\$ <u>110.00</u>	\$ <u>79.00</u>
	<u>0</u>	D. FOOTWEAR: BATES PATROL BOOT #15	\$ <u>--0--</u>	\$ <u>--0--</u>
	<u>10</u>	E. FOOTWEAR: ROCKY ELIMINATOR 8", LUG SOLE	\$ <u>134.00</u>	\$ <u>105.00</u>
	<u>6</u>	F. FOOTWEAR: ROCKY 911 ATHLETIC HI-TOP SNEAKER	\$ <u>67.50</u>	\$ <u>78.00</u>
	<u>6</u>	G. FOOTWEAR: MAGNUM HI-TECH 9" BOOT	\$ <u>54.90</u>	\$ <u>69.00</u>
	<u>0</u>	H. FOOTWEAR: WEINBRENNER 8" BOOT	\$ <u>--0--</u>	\$ <u>--0--</u>
	<u>40</u>	I. FOOTWEAR: MAGNUM HI-TECH 9" WATERPROOF	\$ <u>69.25</u>	\$ <u>79.00</u>
9.	<u>6</u>	SWEATER: BLACK WOOLY PULLY W/ BADGE TAB	\$ <u>53.90</u>	\$ <u>48.00</u>
10.	<u>6</u>	A. RAINCOATS (TRAFFIC GUARDS BLAUER MDL 533V)	\$ <u>59.50</u>	\$ <u>79.95</u>
	<u>6</u>	B. RAIN BONNET FOR RAINCOAT (MDL#118)	\$ <u>19.00</u>	\$ <u>16.50</u>
11.	<u>20</u>	POLICEWOMENS SLACKS: (FECHEIMER #42290)	\$ <u>58.15</u>	\$ <u>47.95</u>
12.	<u>10</u>	SPIEWAK NYLON DUTY PARKA (#S-390 NAVY)	\$ <u>60.50</u>	\$ <u>49.95</u>

BID FORM: (continued page2)

13.	<u>120</u>	TRAFFIC SS GUARD BLOUSES (Elbeco Paragon Poplin 811-3)	\$ <u>24.90</u>	\$ <u>16.95</u>
14.	<u>24</u>	TRAFFIC LS GUARD BLOUSES (Elbeco Paragon Poplin 802-3)	\$ <u>26.90</u>	\$ <u>17.95</u>
15.	<u>10</u>	TRAFFIC GUARD HATS (SENTRY NYC BELL F-303 NAVY)	\$ <u>32.00</u>	\$ <u>22.00</u>
16.	<u>10</u>	TRAFFIC GUARD BLAZERS (Artcreft 1881-43)	\$ <u>105.00</u>	\$ <u>69.00</u>
17.	<u>10</u>	A. SQUAD SUIT JACKET (Topps #20322 NAVY)	\$ <u>39.00</u>	\$ <u>31.50</u>
	<u>10</u>	B. SQUAD SUIT PANTS (Topps #20320 NAVY)	\$ <u>43.50</u>	\$ <u>34.95</u>
18.	<u>50</u>	NECK TIES	\$ <u>3.50</u>	\$ <u>1.99</u>
19.	<u>24</u>	RAIN HAT COVER - FOR 5 STAR HAT (ORANGE/BLACK)	\$ <u>8.25</u>	\$ <u>5.50</u>
20.	<u>12</u>	POLICE 5 STAR HAT STYLE 614PF (NAVY)	\$ <u>38.00</u>	\$ <u>18.95</u>
21.	<u>12</u>	POLICE WINDBREAKER JACKET (BLACK)	\$ <u>53.50</u>	\$ <u>51.90</u>
22.	<u>24</u>	BLACK PLASTIC WHISTLES (ACME THUNDERER)	\$ <u>2.50</u>	\$ <u>1.75</u>
23.	<u>24</u>	BLACK ROPE WHISTLE LANYARD	\$ <u>3.00</u>	\$ <u>3.00</u>
24.	<u>24</u>	TRAFFIC GUARD CROSSOVER TIES (NAVY BLUE)	\$ <u>4.00</u>	\$ <u>1.99</u>
25.	<u>24</u>	MESH TRAFFIC VESTS (ORANGE REFLECTIVE)	\$ <u>16.50</u>	\$ <u>18.50</u>
26.	<u>24</u>	SOLID 2 COLOR TRAFFIC VEST (ORANGE REFLECTIVE)	\$ <u>23.90</u>	\$ <u>23.00</u>

DISCOUNT (IF ANY) : (Both Vendors) 0 %

Dakwood Uniform to be awarded items: 1, 4a, 4b, 5a, 6, 7, 8f, 8g, 8i, 10a, 23, 25

Landsman Uniform to be awarded items: 3, 5b, 8a, 8b, 8c, 8e, 9, 10b, 11, 12, 13, 14, 15, 16, 17a, 17b, 18, 19, 20, 21, 22, 23, 24, 26

Bids opened Wednesday, June 28, 2000 at 10:30 A.M. in the Manager's Conference Room by Edith Baldwin, Deputy and Officer Robert Bieniek. Present was Mr. Braxton, Director of Public Safety. 3 bid packets were mailed.

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

RESOLUTION NO. 2000 - 99

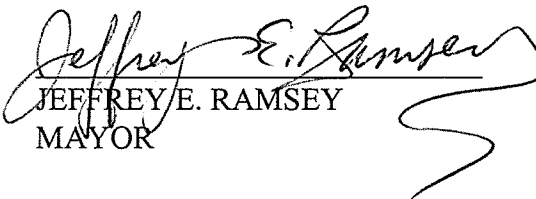
WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 1999; and

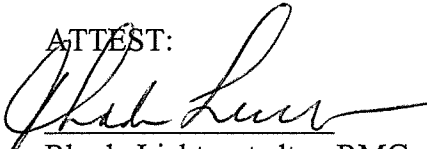
WHEREAS, the Chief Financial Officer of the Township is required to prepare a Corrective Action Plan, addressing the comments in the 1999 Audit; and

WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 25th day of July, 2000, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 1999 Audit, be and hereby is approved; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to the Chief Financial Officer of the Township of Willingboro, to the Township Auditor and the Division of Local Government Services for their information and attention.


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: July 24, 2000
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs
SUBJECT: Corrective Action Plan

The Corrective Action Plan for the 1999 Audit is attached.

c Rhoda Lichtenstadter ✓

CORRECTIVE ACTION PLAN
Year ending December 31, 1999

Willingboro Township

Burlington County

July 25, 2000

Finding No. 99-1

Condition:

The Township contracted for secretarial services, fireworks and police computer equipment, whose cost individually exceeded the bid threshold, without obtaining competitive bids as required by the Local Public Contracts Law.

Analysis:

Temporary personal used to replace key employees lasted longer than anticipated. The Millenium Committee was unfamiliar with Local Contracts Law and had the Mayor sign the Contract without going through the proper channels. When the Police Department began the process of acquiring the equipment in question the anticipated cost was under the bid threshold. They did obtain quotes for the equipment and awarded to the lowest vendor. However, later in the year they acquired additional equipment from the same vendor, which took them over the bid threshold.

Corrective Action:

The Department Directors have been advised to always consult the State contract vendors list before doing a purchase order. Finance will begin checking purchase orders that could potentially exceed the quote or bid threshold and advise directors accordingly.

Finding No. 99- 2

Condition:

Contracts for the Township's millennium fireworks display and purchase of a police vehicle were awarded without preparation of a Certificate of Availability of Funds as required by N.J.A.C. 5:34-5.2..

Analysis:

The Millennium Committee handled the fireworks project without following proper procedures. The police vehicle was purchased on a purchase from a state contracted vendor thus there was no formal bid awarded. The resolution awarding State contract purchases that are on the bill list is done as part of the bill list approval procedure.

Corrective Action:

Township purchasing procedures will be followed for all acquisitions and we will add a statement to each purchase order certifying the availability of funds for that purchase.

Finding No. 99-3

Condition:

Township purchasing procedures were violated by several Township departments resulting in overcommitment/overexpenditures of budget line accounts. Commitments were made without obtaining proper approval signatures.

Analysis:

The Departments were warned by the Finance Department that their budgeted funds were expended and to discontinue purchasing. Departments are also provided monthly expenditure reports.

Corrective Action:

The Township Manager has advised Department Director's that they could be held personally liable if purchasing procedures are not followed.

Finding No. 99-4

Condition:

The Township charged capital ordinances for items that would not qualify as capital expenditures, such as maintenance contract and recreational game supplies.

Analysis:

The Finance Office monitors capital expenditures for compliance; however, the items indicated above were missed in our review.

Corrective Action:

Department heads have been apprised on the rules for capital expenditures and the Finance office will be more careful with their review of Capital expenditures.

Finding No. 99-5

Condition:

The Township did not maintain a current record of general fixed assets as required by the Director of the Division of Local Government Services Technical Accounting Directive 85-2.

Analysis:

The Township had planned to have an independent physical inventory done prior to year-end but ran into scheduling problems.

Corrective Action:

We have scheduled the inventory for year 2000 and will continue with a yearly physical inventory.

Finding No. 99-6

Condition:

The Township is required to revise and adopt a cash management plan annually. The plan adopted by the Township for 1999 did not designate its major banking institution as a depository, failed to indicate that it was subject to audit and contained an expiration date from the previous year.

Analysis:

Due to a clerical error, the 1998 cash management plan was attached to the 1999 resolution. In 1999 there was a separate resolution that designated the depositories correctly but that designation was not carried forward to the cash management plan.

Corrective Action:

We have changed the wording of our plan to address the issues raised above and to eliminate the need to change the wording each year.

Finding No. 99-7

Condition:

The Township collected donations and disbursed money through its Trust Other Fund for a "Give a Christmas:" program without benefit of a State approved "dedication by rider" budget.

Analysis:

The Recreation Department sponsored a Globetrotters basketball game. At that game several people made donations to "Give a Christmas" in receptacles brought in by Burlington County Times while covering the game. After the game Township employees counted the Cash and turned it in to the Finance Department and asked for a check to take the BCT. It should have been turned over to the BCT without going through the Township.

Corrective Action:

We will participate only in those programs approved by "dedication by rider" as required by N.J.S.A. 40A: 4-39.

Finding No. 99-8

Condition:

The Township did not maintain an accounting record for grass/maintenance liens that could provide the necessary information to properly account for this activity and reconcile the Township's general ledger on a monthly basis.

Analysis:

The number of maintenance liens placed on properties has grown tremendously over the past few years. There has been a push by the property maintenance department to maintain the Township. The file contains over 700 liens. Our tax accounting system allows us to record the lien and account for the cash but does not provide the type of reports needed by the auditors. I have created a file on Excel to accommodate this need but in 1999 it was not maintained timely.

Corrective Action:

The maintenance lien schedule will be maintained monthly.

Finding No. 99-9

Condition:

Several Construction Code office cash receipts were not turned over to the Finance office within 48 hours as required by N.J.S.A. 40A:5-15.

Analysis:

It was the duty of one individual to get the deposits into the bank. When this individual was away the deposit waited for her return thus causing a delay in the deposit.

Corrective Action:

The procedure has been changed and other employees have been trained to get the deposit in.

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2000-100

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND METRICOM, INC. ALLOWING THE PLACEMENT OF CERTAIN EQUIPMENT WITHIN THE RIGHT-OF-WAY TO FACILITATE WIRELESS INTERNET ACCESS

Whereas, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro with jurisdiction over the public streets and the rights-of-way, as provided by law, and


Whereas, Metricom is in the business of constructing, maintaining, and operating a mobile digital data communications radio network known as Ricochet®, a network operated in accordance with regulations promulgated by the Federal Communications Commission, utilizing Radios and related equipment certified by the Federal Communications Commission, and

Whereas, Metricom wishes to locate, place, attach, install, operate, and maintain Radios on facilities owned by the Township of Willingboro, as well as facilities owned by third parties, located in the Municipal Right of Way for purposes of operating Ricochet®, a system of providing wireless access to the internet, and

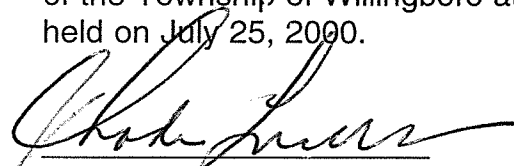
Whereas, Metricom represents that the terms and conditions of the Right-of-Way Use Agreement are consistent with the requirements of state and federal laws, including, but not limited to the Communications Act of 1934 and the Telecommunications Act of 1996, and

Whereas, the Township Council has determined that it is in the public interest to enter into the Right of Way Use Agreement which will enable residents of the Township of Willingboro to have an alternative means of access to the internet,

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session on July 25, 2000, that the Mayor and Clerk of the Township of Willingboro are hereby authorized to execute the Agreement between the Township of Willingboro and Metricom, Inc., substantially in the form attached hereto.


Jeffrey E. Ramsey
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Township Council of the Township of Willingboro at a public meeting held on July 25, 2000.


Rhoda Lichtenstadter, RMC
Township Clerk

June 30, 2000

VIA FACSIMILE



Norton Bonaparte
Township Manager
WILLINGBORO TOWNSHIP
One Salem Road
Willingboro, NJ 08046

**RE: Proposed Right of Way Use Agreement between the Township of Willingboro and
Metricom, Incorporated**

Dear Mr. Bonaparte:

Thank you for your continued interest in Metricom, Incorporated. I appreciate the opportunity you provided to present to Township Council, as well as the consideration extended our agreement thus far. As I mentioned during the Council Meeting, we would like to offer an additional incentive to the Township of Willingboro for prompt review and execution of our Right of Way Use Agreement.

That is, Metricom, Inc. shall pay a one-time amount of Five Hundred Dollars (\$500.00) to the Township of Willingboro provided that all copies of the Right of Way Use Agreement are executed by the Township and returned to Metricom no later than August 8, 2000. This said amount shall be due and payable to the Township of Willingboro no later than thirty (30) days following the receipt of the executed documents.

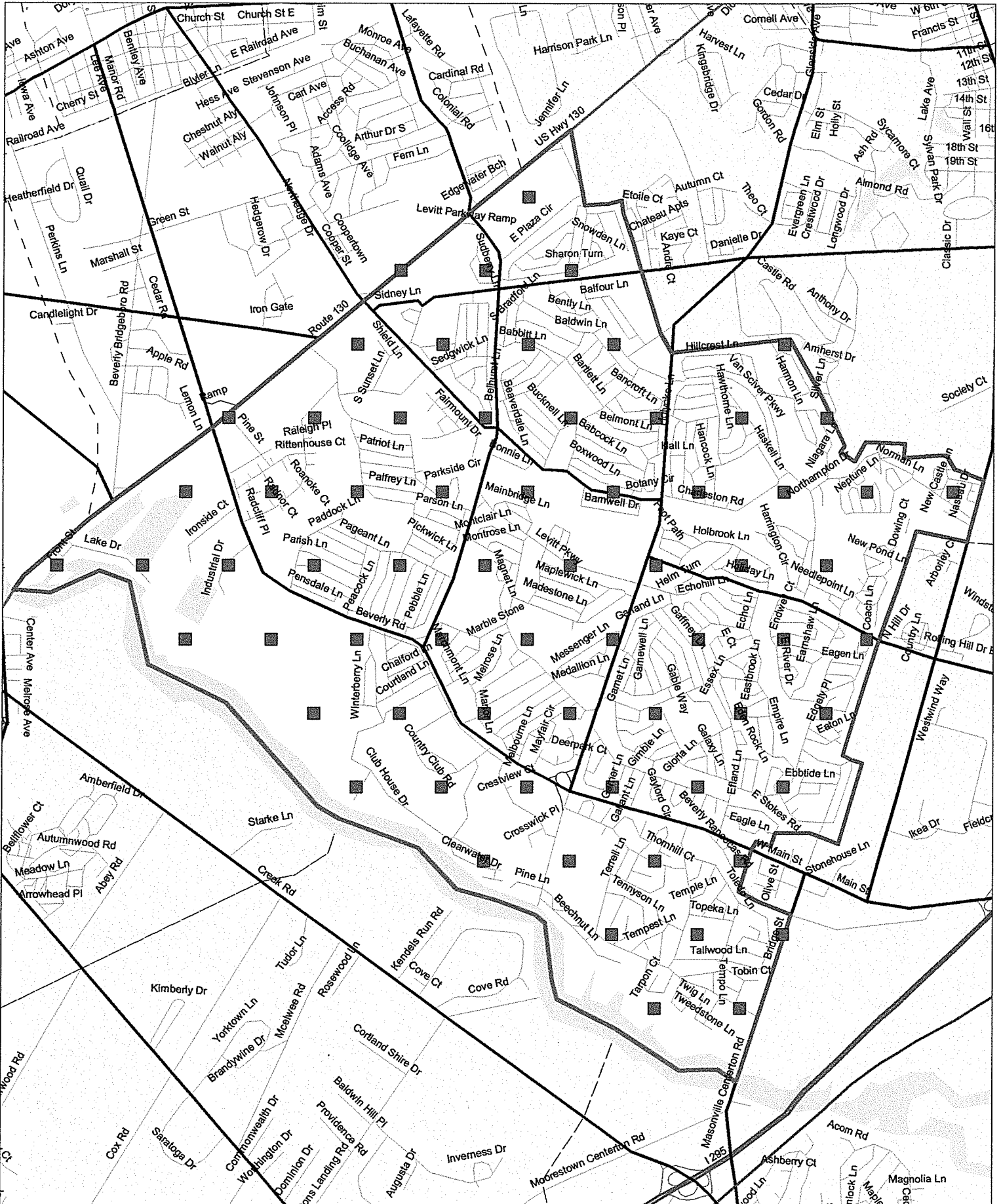
Immediately upon my return I submitted the requests of Solicitor Kearns to our Legal Counsel, and requested a "concept map" identifying the proposed locations of the radios. We look forward to Township Council taking action regarding our agreement at an upcoming meeting. If I can provide any additional information in the interim, please do not hesitate to contact me at 610.631.6161.

Kind Regards,

A handwritten signature in cursive script, appearing to read "Suzette James".

Suzette James
Right-of-Way & Site Acquisition Agent

c: Township Mayor & Council, Willingboro Township
William Kearns, Jr. Esq. Solicitor, Willingboro Township
Pete Trosini, Manager, Metricom



Estimated Number of Radios: 68

Printed by DSR (7/3/00)



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.**

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

August 2, 2000

Neil S. Levinbrook, Esq.
Right of Way Legal Counsel
Metricom, Inc.
218 Middlesex Street
Harrison, New Jersey 07029

Dear Mr. Levinbrook:

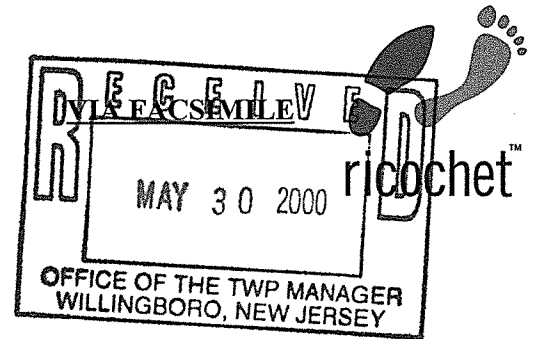
Enclosed please find four (4) signed Right of Way Agreements.

Please return one fully executed Agreement to me.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
RI
Encs. (4) Agreements

May 25, 2000



Norton Bonaparte
Township Manager
WILLINGBORO TOWNSHIP
One Salem Road
Willingboro, NJ 08046

RE: Proposed Right of Way Use Agreement between the Township of Willingboro and Metricom, Incorporated

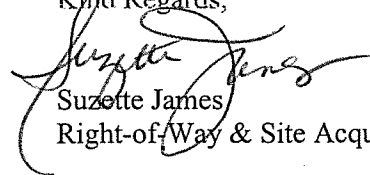
Dear Mr. Bonaparte:

Proudly, Metricom has gained the support of more than one hundred-fifteen (115) municipalities within our 1800 square mile footprint known as the Philadelphia Geographical Service Area. By the end of the summer of this year 2000, we will deploy throughout the Delaware Valley, and provide the benefits of high-speed, wireless Internet access to the public, private and business sectors of many communities.

We still need the support of Willingboro Township to complete our coverage within Burlington County. We receive telephone calls daily from interested citizens, wanting to know when our service will be available. At this very moment, our crews are surveying within the Municipal Rights-of-Way to which we have access, as a prelim to installing our small transceiver radios on street lamps and/or utility poles.

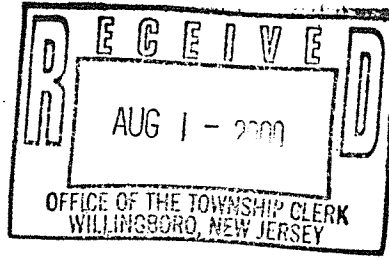
We sincerely hope to include Willingboro Township on our listing of Municipalities able to offer their constituents the choice of our Ricochet® Service. May we ask for your consideration at the soonest juncture possible? Please contact me directly at 610.631.6161 in response to this request. I look forward to your reply.

Kind Regards,


Suzette James
Right-of-Way & Site Acquisition Agent

cc: William Kearns, Jr. Esq. Solicitor, Willingboro Township
Pete Trosini, Manager, Metricom

*Copied
for [unclear]*



VIA FACSIMILE



July 31, 2000

Mayor Jeffrey E. Ramsey and Council
TOWNSHIP of WILLINGBORO
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Proposed Right of Way Usage Agreement between the Township of Willingboro and Metricom, Inc.

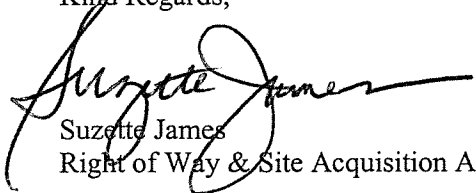
Dear Mayor Ramsey and Members of Council:

Thank you very much for unanimously approving our Right of Way Use Agreement at your Council Meeting held July 25th, 2000.

It has been my pleasure to meet you, as well as work with you. The assistance of Township Manager Norton Bonaparte and Solicitor Kearns is greatly appreciated, as they were extremely responsive, professionally courteous, and a pleasure to work with as well.

Thanks again for your consideration and approval of our agreement. We look forward to providing our service to your community for years to come.

Kind Regards,


Suzette James
Right of Way & Site Acquisition Agent

cc: Norton Bonaparte, Jr., Manager, Willingboro Township
William Kearns, Jr., Esq., Solicitor, Willingboro Township
Pete Trosini, Manager, Metricom, Inc.

[EXHIBIT A]
[FORM OF SURETY BOND]

Bond Number: _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That METRICOM, INC. as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto _____, as Obligee, in the sum of _____ (\$_____); for the payment thereof, well truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the above bounden Principal is about to enter into a certain agreement with the Obligee for the following: _____, the award of which said agreement was made to the Principal by the Obligee, on _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and provisions of said agreement during the original term thereof, and any extensions thereof which may be granted by the Obligee, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such agreement, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Obligee all outlay and expenses which the Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROVIDED, HOWEVER, this bond is issued subject to the following express conditions:

1. This bond shall be deemed continuous in form and shall remain in full force and effect until this Agreement is terminated pursuant to Paragraph 9, after which all liability ceases except as to any liability incurred or accrued prior to the date of such cancellation.
2. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
3. The surety reserves the right to withdraw as surety from this bond, except as to any liability incurred or accrued, and may do so upon giving the Obligee sixty (60) days written notice.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL

SURETY

(Type Company Name)

By: _____

By: _____

Title:

Title:

By: _____

Address: _____

Telephone: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



Metricom, Inc
333 West Julian Street
San Jose, Ca 95110

September 26, 2000

RE: Original Agreements:

Dear Rhonda Lichtenstadter,

Enclosed please find the fully executed agreement between Metricom and the Township of Willingboro. Please let me know if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Jessica F. Johnson".

Jessica F. Johnson
Metricom
Contracts Assistant
408-282-3301

Right-of-Way Use Agreement

THIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of 1 Aug, 2000 (the "Effective Date"), and entered into by and between the TOWNSHIP OF WILLINGBORO, a New Jersey municipal corporation (the "Township"), and METRICOM, INC., a Delaware corporation ("Metricom").

Recitals

A. Metricom is in the business of constructing, maintaining, and operating a mobile digital data communications radio network known as Ricochet®, a network operated in accordance with regulations promulgated by the Federal Communications Commission, utilizing Radios (as defined in § 1.12 below) and related equipment certified by the Federal Communications Commission.

B. Metricom wishes to locate, place, attach, install, operate, and maintain Radios on facilities owned by the Township, as well as facilities owned by third parties, located in the Municipal Right of Way for purposes of operating Ricochet®.

C. Metricom represents that the terms and conditions of this Use Agreement are consistent with the requirements of state and federal laws, including, but not limited to the Communications Act of 1934 and the Telecommunications Act of 1996.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

DEFINITIONS. The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 Agency. "Agency" means any governmental or quasi-governmental agency other than the Township, including the Federal Communications Commission and the BPU (as such term is defined in § 1.2 below).

1.2 BPU. "BPU" means the New Jersey Board of Public Utilities.

1.3 *Municipal Subscriber Program.* "Municipal Subscriber Program" means the discount program described in § 4.3 below.

1.4 *Fee.* "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to Persons doing business in the Township lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.5 *Installation Date.* "Installation Date" shall mean the date that the first Radio is installed by Metricom pursuant to this Use Agreement.

1.6 *Laws.* "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Township or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement, in effect either as of the Effective Date or at any time during the presence of Radios in the Municipal Right of Way.

1.7 *Metricom.* "Metricom" means Metricom, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

1.8 *Municipal Facilities.* "Municipal Facilities" means Township-owned street light poles, lighting fixtures, electroliers, or other Township-owned structures located within the Municipal Right of Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.9 *Municipal Right of Way.* "Municipal Right of Way" means the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Township. This term shall not include county, state, or federal rights of way or any property owned by any Person or Agency other than the Township, except as provided by applicable Laws or pursuant to an agreement between the Township and any such Person or Agency.

1.10 *Person.* "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business entity or association.

1.11 *Provision.* "Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Use Agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by any party to this Use Agreement. All

Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

1.12 Radio. "Radio" means the radio equipment, whether referred to singly or collectively, to be installed and operated by Metricom hereunder.

1.13 Ricochet®. "Ricochet®" or "Ricochet® MCDN" means Ricochet® MicroCellular Digital Network, a mobile, microcellular digital radio communications network owned and operated by Metricom.

1.14 Services. "Services" means the mobile digital communications services provided through Ricochet® by Metricom.

1.15 Township. "Township" means the Township of Willingboro.

1.16 Use Agreement. "Use Agreement" means this nonexclusive Use Agreement and may also refer to the associated right to encroach upon the Municipal Right of Way conferred hereunder.

2 TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. Upon mutually agreeable terms and conditions, the term of this Use Agreement shall be renewed for three (3) successive terms of five (5) years, unless either party notifies the other of its intention not to renew not less than three (3) calendar months prior to commencement of the relevant renewal term.

3 SCOPE OF USE AGREEMENT. Any and all rights expressly granted to Metricom under this Use Agreement, which shall be exercised at Metricom's sole cost and expense, shall be subject to the prior and continuing right of the Township under applicable Laws to use any and all parts of the Municipal Right of Way exclusively or concurrently with any other Person or Persons and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Municipal Right of Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Metricom a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement may, at the Township's option, be subject to the reasonable prior review and approval of the Township.

3.1 Attachment to Municipal Facilities. The Township hereby authorizes and permits Metricom to enter upon the Municipal Right of Way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on Municipal Facilities for the purposes of operating Ricochet® and providing Services to Persons located within or without the limits

of the Township. In addition, subject to the provisions of § 4 below, Metricom shall have the right to draw electricity for the operation of the Radios from the power source associated with each such attachment to Municipal Facilities. The radios shall be of the size and weight depicted in Exhibit A. Installation of the radios that exceed these dimensions shall require the further consent of the Municipality. Metricom shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Radios' usage of electricity and applicable tariffs as stated in § 4.2 below.

3.2 Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the Township hereby authorizes and permits Metricom to enter upon the Municipal Right of Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Radios in or on poles or other structures owned by public utility companies or other property owners located within the Municipal Right of Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, Metricom shall furnish to the city documentation of such permission from the individual utility or property owner responsible. Township agrees to cooperate with Metricom, at no cost or expense to Township, in obtaining where necessary the consents of third-party owners of property located in the Municipal Right of Way.

3.3 No Interference. Metricom in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, television and other communications, utility, utility services or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. Township agrees to require the inclusion of the same prohibition on interference as that stated above in all agreements and franchises Township may enter into after the Effective Date with other information or communications providers and carriers.

3.4 Compliance with Laws. Metricom shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

3.5 Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Radios in the Municipal Right of Way shall require any permits, Metricom shall, if required under applicable Township ordinances, apply for the appropriate permits and pay any standard and

customary permit fees. Township shall promptly respond to Metricom's requests for permits and shall otherwise cooperate with Metricom in facilitating the deployment of Ricochet® in the Municipal Right of Way in a reasonable and timely manner. The proposed locations of Metricom's planned initial installation of Radios shall be provided to the Township promptly after Metricom's review of available street light maps and prior to deployment of the Radios.

3.6 Notice of Location of Radios. Upon the completion of installation, Metricom promptly shall furnish to the Township suitable documentation showing the exact location of the Radios in the Municipal Right of Way.

4 COMPENSATION; DISCOUNTS; UTILITY CHARGES. Metricom shall be solely responsible for the payment of all lawful Fees in connection with Metricom's performance under this Use Agreement, including those set forth below.

4.1 Annual Fee. As compensation for the use of Municipal Facilities (including Municipal Facilities which the Township may acquire in the future if the Township does not currently own such facilities), Metricom shall pay to the Township an annual fee (the "Annual Fee") in the amount of Sixty Dollars (\$60.00) for the use of each Municipal Facility upon which a Radio has been installed pursuant to this Use Agreement. Notwithstanding the foregoing, if a third party or utility co-owner of Municipal Facilities or other structures to which Municipal Facilities may be attached ("Joint Municipal Facilities") requests payment for Metricom's use of Joint Municipal Facilities pursuant to this Use Agreement, the Annual Fee payable to the Township hereunder shall be reduced in proportion to the amount of any payments which Metricom makes to such third party or utility co-owner. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Radios installed on Municipal Facilities and/or Joint Municipal Facilities, as the case may be during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date.

4.1.1 CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each fifth (5th) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Consumers, 1982-1984=100) which occurred during the previous five-year period for the Northeast Urban Region Consolidated Metropolitan Statistical Area.

4.2 Electricity Charges. Metricom shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Radios' usage of electricity and applicable tariffs.

4.3 Municipal Subscriber Program. In consideration of Township's execution and delivery of this Use Agreement, Township shall have the right throughout the term of this Use Agreement to ten (10) free Ricochet® basic service subscriptions. A basic service subscription provides access to the internet only. The number of free subscriptions which the Township may receive shall be determined in accordance with Metricom's Municipal Subscriber Program at the time of execution of this Use Agreement, the Township's official population (as shown on the latest available census data), as well as other considerations, including the terms and conditions of this Use Agreement. Township shall designate one person who shall be responsible for ordering and receiving any subscriptions. To take advantage of this program, the designated individual should contact Metricom's Network Real Estate Department at the address stated in § 8 below. Township's right to use the subscriptions shall commence at the time that Ricochet® service is commercially available in the Township and shall extend until the expiration of the term of this Use Agreement or through the length of time that Radios are deployed in the Municipal Right of Way, whichever is longer. Township's use of the subscriptions shall be subject to the standard Ricochet® terms and conditions of use. Township understands and agrees that modems and equipment required to utilize the subscriptions and any additional service subscriptions or service options the Township may desire may be obtained from an authorized retailer at market rates current from time to time. Township shall use all subscriptions provided pursuant to this section solely for its own use and shall not be entitled to resell, distribute, or otherwise permit the use of same by any other person, excepting a local public entity that provides public service within the corporate boundaries of the Township (e.g., municipal schools, public safety, or fire departments, etc.). The level of benefits and service provided to Township by Metricom as "basic service" shall not be diminished or reduced during the term of this Use Agreement or renewal thereof or prior to its cancellation or termination, as the case may be.

4.4 Reimbursement of Municipality's Recurring Costs and Expenses. Pursuant to and as allowed for in N.J.S.A. 54:30A-124, Metricom shall reimburse the Municipality for Municipality's recurring costs and expenses in providing actual services to administer this Use Agreement and the deployment of Radios in the Municipal Right-of-Way hereunder. The parties hereto agree that a reasonable fixed annual reimbursement for such costs and expenses shall be One Thousand Five Hundred Dollars (\$1,500.00), which annual amount shall be payable no later than the 45th day after the date that the first Radio is installed by Metricom pursuant to this Use Agreement and the 45th day after the start of each calendar year thereafter or fraction thereof. Such amount shall be prorated for any

short calendar year at the commencement, termination or expiration of this Use Agreement. The parties further agree that such reimbursement shall compensate Municipality for all expenses relating to this Agreement, except for costs and expenses specifically identified as payable by Metricom under this Agreement. The reimbursement provided for in this § 4.4 shall not replace or excuse Metricom from the payment of any applicable Municipality permit fee for work undertaken in connection with this Use Agreement. In the event New Jersey law and Municipality's law are changed as explained in the first two sentences of § 4.5 below, then, upon the next anniversary of the annual reimbursement set forth in this § 4.4 following such change in New Jersey law, Metricom shall reimburse the Municipality for administrative expenses and for the use of the Municipal Right of Way exclusively through the terms of § 4.5 and its subsections, and this § 4.4 shall no longer have effect.

4.5 Right-of-Way Fees. The parties hereto acknowledge and agree that, as of the Effective Date, New Jersey law may not permit Municipality to charge a fee for use of the Municipal Right-of-Way. The parties further agree that, in the event New Jersey law is modified to clearly allow imposition of such a fee by Municipality, and Municipality formally incorporates this law into the Municipal code if necessary under state law, then and only then, pursuant to the procedure set forth in § 4.4 above, the provisions of this § 4.5, and its subsections, shall apply, to the extent consistent with applicable law. In order to reimburse Municipality for any costs it may incur in connection with Metricom's entry upon and deployment within the Municipal Right of Way, Metricom shall pay to the Municipality, on an annual basis, an amount equal to five percent (5%) (or, if lesser, the maximum percentage allowed under New Jersey law) of Metricom's Gross Revenues, as defined below, (the "Right-of-Way Fee") which amount will be collected from subscribers of the Services with billing addresses in the Municipality and remitted to Municipality as provided herein. The compensation provided under this § shall be payable annually, on or before the 45th day after the start of each calendar year following notification by Municipality to Metricom, or by Metricom to Municipality, that a Right-of-Way Fee is allowed under New Jersey law, and on or before the 45th day after the start of each calendar year thereafter, or fraction thereof, prorated as appropriate. The payment of said Right-of-Way Fee shall commence only if and when the Reimbursement of Municipality's Recurring Costs and Expenses under § 4.4 ceases, but in no event shall the Right-of-Way Fee be less than One Thousand Five Hundred Dollars (\$1,500.00). Such Right-of-Way Fee shall continue to be paid, as set forth above, until the date of termination of this Use Agreement. Within forty-five (45) days after the termination of this Use Agreement, compensation shall be paid for the period elapsing since the end of the last calendar year for which compensation has been paid. Metricom shall furnish to

the Municipality with each payment of compensation required by this section a statement, executed by an authorized officer of Metricom or his or her designee, showing the amount of Gross Revenues for the period covered by the payment. If Metricom discovers that it has failed to pay the entire or correct amount of compensation due, the Municipality shall be paid by Metricom within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the Municipality through error or otherwise shall be refunded or offset against the next payment due from Metricom. Acceptance by the Municipality of any payment due under this section shall not be deemed to be a waiver by the Municipality of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by the Municipality of any such payments preclude the Municipality from later establishing that a larger amount was actually due or from collecting any balance due to the Municipality.

4.5.1 Gross Revenues. "Gross Revenues" means the gross dollar amount received by Metricom for its Services (as defined in § 1.14 above) provided to subscribers with billing addresses in the Township, excluding (i) the Right-of-Way Fee, if any, payable pursuant to § 4.5 *et seq.* below and any utility users' tax, communications tax, or similar tax or fee; (ii) local, state, or federal taxes that have been billed to the subscribers and separately stated on subscribers' bills; and (iii) revenue uncollectible from subscribers (*i.e.*, bad debts) with billing addresses in the Township that was previously included in Gross Revenues.

4.5.2 Reduction of Right-of-Way Fee by Amount of Utility Users or Telecommunications Tax. Notwithstanding anything to the contrary in this Use Agreement, if the Services are subject to a utility users tax, telecommunications tax, or other similar tax or fee by operation of the Municipality's Municipal Code or other applicable law, the express purpose of which is to charge a fee for the use of the public right of way, then the amount of the Right-of-Way Fee shall be reduced by the amount of the applicable utility users tax, telecommunications tax, or such other similar tax or fee.

4.5.3 Accounting Matters. Metricom shall keep accurate books of account at its principal office in Los Gatos or such other location of its choosing for the purpose of determining the amounts due to the Municipality under § 4.5 above. The Municipality may inspect Metricom's books of account relative to the Municipality at any time during regular business hours on fifteen (15) business days' prior written notice and may audit the books from time to time at the Municipality's sole expense, but in each case only to the extent necessary to confirm the

accuracy of payments due under this § 4.5 above. Municipality agrees to hold in confidence any non-public information it learns from Metricom to the fullest extent permitted by Law.

5 RELOCATION OF RADIOS. Metricom understands and acknowledges that Township may require Metricom to relocate one or more of its Radios, and Metricom shall at Township's direction relocate such Radios at Metricom's sole cost and expense, whenever Township reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Township project; (b) because the Radio is interfering with or adversely affecting proper operation of Township-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, Township shall use its best efforts to afford Metricom a reasonably equivalent alternate location. If Metricom shall fail to relocate any Radios as requested by the Township within fourteen (14) business days, Township shall be entitled to relocate the Radios at Metricom's sole cost and expense, without further notice to Metricom.

5.1 Relocations at Metricom's Request. In the event Metricom desires to relocate any Radios from one Municipal Facility to another, Metricom shall so advise Township. Township will use its best efforts to accommodate Metricom by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.2 Damage to Municipal Right of Way. Whenever the removal or relocation of Radios is required or permitted under this Use Agreement, and such removal or relocation shall cause the Municipal Right of Way to be damaged, Metricom, at its sole cost and expense, shall promptly repair and return the Municipal Right of Way in which the Radios are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Metricom does not repair the site as just described, then the Township shall have the option, upon fifteen (15) days' prior written notice to Metricom, to perform or cause to be performed such reasonable and necessary work on behalf of Metricom and to charge Metricom for the proposed costs to be incurred or the actual costs incurred by the Township at Township's standard rates. Upon the receipt of a demand for payment by the Township, Metricom shall promptly reimburse the Township for such costs.

6 INDEMNIFICATION AND WAIVER. Metricom agrees to indemnify, defend, protect, and hold harmless the Township, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses

incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from Metricom's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Township, its council members, officers, employees, agents, or contractors.

6.1 Waiver of Claims. Metricom waives any and all claims, demands, causes of action, and rights it may assert against the Township on account of any loss, damage, or injury to any Radio or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Township.

6.2 Limitation of Township's Liability. The Township shall be liable only for the cost of repair to damaged Radios arising from the negligence or willful misconduct of Township, its employees, agents, or contractors.

7 INSURANCE. Metricom shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting Metricom in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the Township, its council members, officers, and employees as additional insureds as respects any covered liability arising out of Metricom's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the Township has received at least thirty (30) days' advance written notice of such cancellation or change. Metricom shall be responsible for notifying the Township of such change or cancellation.

7.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, Metricom shall file with the Township the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that the Township shall receive thirty (30) days' prior notice of cancellation;

- (c) that Metricom's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Township may possess, including any self-insured retentions the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (d) that Metricom's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Township.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Township at the address specified in § 8.

7.2 Workers' Compensation Insurance. Metricom shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Township with a certificate showing proof of such coverage.

7.3 Insurer Criteria. Any insurance provider of Metricom shall be admitted and authorized to do business in the State of New Jersey and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

7.4 Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the Township. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

8 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

if to the Township:

TOWNSHIP OF WILLINGBORO
Attn: NORTON N. BONAPARTE, JR.
TOWNSHIP MANAGER
MUNICIPAL COMPLEX
ONE SALEM ROAD
WILLINGBORO, NJ 08046

if to Metricom:

METRICOM, INC.
Attn: Property Manager
980 University Avenue
Los Gatos, CA 95032

8.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10 ASSIGNMENT. This Use Agreement shall not be assigned by Metricom without the express written consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Metricom hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Use Agreement.

11 Bond. Prior to the commencement of any work under this Use Agreement, Metricom shall furnish or cause to be furnished to the Municipality a good and sufficient bond, substantially in the form attached hereto as **Exhibit A** entitled Surety Bond, in the amount of Two Thousand Five Hundred Dollars (\$2,500), as security for the faithful performance by Metricom of the provisions of this Use Agreement.

12 Reimbursement of Attorney's Fees. Metricom shall reimburse the Municipality for all reasonable attorney's fees relating to the preparation, issuance, and implementation of this Use Agreement, up to a maximum of Two Thousand Dollars (\$2,000.00) promptly upon receipt of bills, paid invoices, and such other documentation as Metricom shall reasonably require. The reimbursement provided for in this § 12 shall not replace or excuse Metricom from the payment of any applicable Municipality permit fee for work undertaken in connection with this Use Agreement.

13 Most-Favored Municipality Clause. Should Metricom after the parties' execution and delivery of this Use Agreement enter into an attachment permit agreement with another municipality of the same size or smaller than the Municipality in the New Jersey Metropolitan Statistical Area which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the Municipality's opinion substantially superior to those in this Use Agreement, Municipality shall have the right to require that Metricom modify this Use Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise.

14 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

14.1 Nonexclusive Use. Metricom understands that this Use Agreement does not provide Metricom with exclusive use of the Municipal Right of Way or any Municipal Facility and that Township shall have the right to permit other providers of communications services to install equipment or devices in the Municipal Right of Way and on Municipal Facilities; however, Township agrees promptly to notify Metricom of the receipt of a proposal for the installation of communications equipment or devices in the Municipal Right of Way or on Municipal Facilities. In addition, Township agrees to advise other providers of communications services of the presence or planned deployment of the Radios in the Municipal Right of Way and/or on Municipal Facilities.

14.2 Amendment of Use Agreement. This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.3 Severability of Provisions. If any one or more of the Provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this

Use Agreement and each Provision hereof irrespective of the fact that any one or more Provisions be declared illegal, invalid, or unconstitutional.

14.4 Contacting Metricom. Metricom shall be available to the staff employees of any Township department having jurisdiction over Metricom's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Radios. The Township may contact by telephone the network control center operator at telephone number (800) 873-3468 or by facsimile regarding such problems or complaints. Any facsimile notification which is not received between the hours of 9:00 am and 4:00 pm on a normal business day is deemed to have been received at 9:00 am of the next normal business day.

14.5 Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New Jersey, County of Burlington, or in the United States District Court for the District of New Jersey.

14.6 Attorneys' Fees. Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

14.7 Exhibits. All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are by such reference incorporated in this Use Agreement and shall be deemed a part of this Use Agreement.

14.8 Successors and Assigns. This Use Agreement is binding upon the successors and assigns of the parties hereto.

14.9 Advice of Displacement. To the extent the Township has actual knowledge thereof, the Township will attempt promptly to inform Metricom of the displacement or removal of any pole on which any Radio is located.

14.10 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.11 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Use Agreement shall not be deemed to be a waiver or a

continuing waiver of any subsequent breach or violation of the same or any other Provision of this Use Agreement.

14.12 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above. In addition, Township specifically represents and covenants that Township owns all Municipal Facilities for the use of which it is collecting from Metricom the Annual Fee pursuant to § 4.1 above, if any.

14.13 Use of Ricochet®. Metricom warrants and agrees that the rights granted under this Agreement shall be for the exclusive purpose of operating Ricochet® and providing access to the Internet, private intranets, e-mail and other on-line services to Persons located within or without the limits of the Township.

14.14 Entire Agreement. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

Township: **TOWNSHIP OF WILLINGBORO**, a New Jersey municipal corporation

By: Jeffrey E. Ramsey
[name typed] Jeffrey E. Ramsey

Its: MAYOR

Date: August 1, 2000

Metricom: **METRICOM, INC.**, a Delaware corporation

By: Dick L. Au
[name typed] DICK L. AU

Its: VICE PRESIDENT
CORPORATE OPS.

Date: AUG 16 2000, 2000

Approved As To Form
ROW Legal Department

By: NL

Date: 8/9/00