

RESOLUTION NO. 1999 – 121

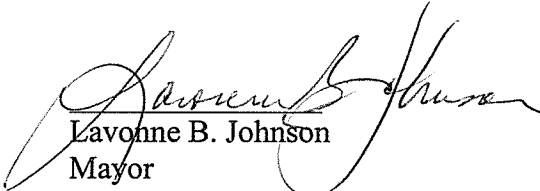
A RESOLUTION CANCELING TAXES TO PAY
PROFESSIONAL FEES – SALT & LIGHT.

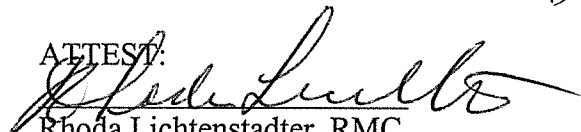
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

WHEREAS, a refund is due for this overpayment;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of Sept. 1999, that the aforementioned tax overpayment be deposited into the Salt & Light escrow account as per the agreement between the Township and Salt & Light for the payment of professional fees.

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


Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMO

*To Council
for action
T.C.C.*

MEMO TO: Mr. Bonaparte, Township Manager

FROM: Marie Annese

DATE: August 15, 1997

SUBJECT: Salt & Light / Professional Bills

Rev. Kent Pipes, Salt & Light, was before the Zoning Board in 1995 - 35 Clubhouse Drive. The application was denied and there are a number of professional bills, resulting from the application that remain unpaid - see attached.

A while ago there was mention of some kind of an agreement with Salt & Light - they were paying taxes and have now been determined 100% exempt. No agreement in writing to my knowledge.

The next bill list will contain and item: Overpayment of Taxes \$1044.39 - 63 Medford Lane, a S&L property. If it was ever the intention that this overpayment money not be refunded but used instead for the payment of professional bills - there is a procedure to be followed. Very briefly - a resolution canceling the taxes, which receipt will create extra money in the fund balance. The resolution must state that the overpayment of tax money is being used to pay professional fees as per the agreement of the Township and Salt & Light. Once approved the money for professional fees is transferred from Current to Escrow Trust. (Kirk Applegate from Bowman made it very clear that no professional escrow bills can be paid from any budget line.)

Should this be the intention and since the item will be on the next bill list - it is recommended that any motion to approve the bill list specifically state - with the exception of - and that Doug be notified immediately the following morning.

/ma
Att.

RESOLUTION NO. 1999 - 122

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

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

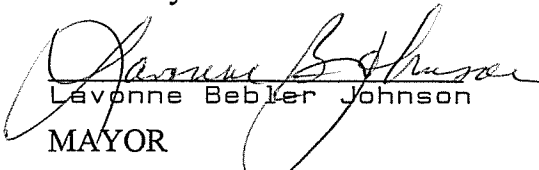
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

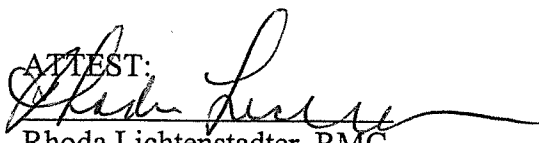
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 9/21, 1999, that an Executive Session closed to the public shall be held on 9/21, 1999, at 9:15p.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.


Lavonne Bebler Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 - 123

A RESOLUTION APPROVING A CHANGE ORDER
ADJUSTING CONTRACT TO AS-BUILT QUANTITIES
THEREFORE REDUCING CONTRACT.

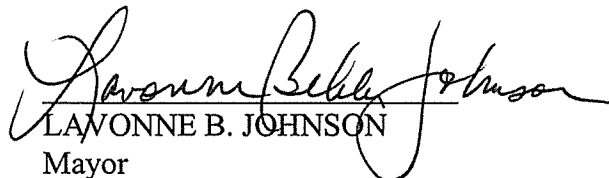
WHEREAS, Willingboro Township Council, by Resolution No. 1999 - 20 awarded a contract to R.T. WINZINGER, INC., in the amount of \$142,850; and

WHEREAS, the Engineer has submitted a change order No. 1 for the reduction of \$1,649.55 by letter dated September 13, 1999, making the adjusted amount of the contract \$141,200.45; and


WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 5th day of October, 1999, that the above change order be approved.

BE IT FURTHER RESOLVED that copies of this Resolution be forward to the Finance Director, Engineer and Auditor for their information.


LAVONNE B. JOHNSON
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

Res # 99-2
142,858.00

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

R.T. Winzinger, Inc. HANSPERT, N.J. ..
1998 Drainage Repair
Project
Reduction

The money necessary to fund said contract is in the amount of \$ 1,649.55 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 D2 . These funds are not being certified as being available for more than one pending contract.

*As per
Long factor
needed for outstate
when reduction.*

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

September 13, 1999

Robert W. Lord, PE & LS, PP

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

Norton N. Bonaparte, Jr., Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Thomas J. Miller, PE & PP, CME

Jeffrey S. Richter, PE & PP

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Re: Partial estimate no. 2
1998 Drainage Repairs Project
Township of Willingboro
LAWB file no. 98-39-61

Dear Mr. Bonaparte:

This is to certify that R. T. Winzinger, Inc., 1704 Marne Highway, Hainesport, NJ 08036 has partially completed work on the 1998 Drainage Repairs Project and is therefore entitled to payment in the amount of

Fifty Thousand Six Hundred Twenty Nine and 74/100 Dollars (\$50,629.74)

in accordance with the attached estimate.

Also enclosed please find three original copies of Change Order no. 1. Change Order No. 1 adjusts the contract to as-built quantities and has the overall effect of reducing the contract by 1.15% or \$1,649.55. Once Council has acted on the Change Order, please have the Mayor execute each of the original copies. One copy should be kept for your project file and the other two returned to this office.

Consultant

C. Kenneth Anderson, PE & LS, PP

Norton N. Bonaparte, Jr.
September 13, 1999
Page 2

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

A handwritten signature in cursive script, appearing to read "Carl A. Turner".

Carl A. Turner, PE
Willingboro Township Engineer

Enclosures

CAT: CJB: cjb

98-39-61\letters\Carl\PaymentEst2September13 (99)



651 High Street, P. O. Box 68
Burlington, New Jersey 08016

Change Order 1

Date September 13, 1999

Project No. 98-39-61

Contract R. T. Winzinger, Inc.

1998 Drainage Repairs Project

Address 1704 Marne Highway

Willingboro Township

Hainesport, NJ 08036

Gentlemen:

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

Location and reason for changes.

Adjustment to As-Built Quantities

EXTRA

ITEM DESCRIPTION

QUANTITY UNIT UNIT PRICE AMOUNT

2.	Repair Inlet	3	UT	\$500.00	\$1,500.00
4.	Concrete Curb, IAWD	1	LF	\$18.00	18.00
					\$1,518.00

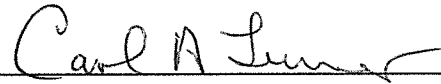
REDUCTION

ITEM DESCRIPTION

QUANTITY UNIT UNIT PRICE AMOUNT

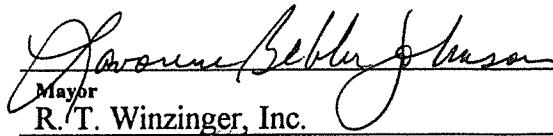
3.	Reconstruct 6" R. C. Driveway Aprons	70.39	SY	\$45.00	\$3,167.55
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Amount of Original Contract.....	<u>\$142,850.00</u>
Amount of Contract Due to Previous Change Orders.....	<u> </u>
Supplemental.....	<u> </u>
Extra.....	<u>\$1,518.00</u>
Reduction.....	<u>\$3,167.55</u>
Adjusted Contract Amount.....	<u>\$141,200.45</u>
Change in Contract.....	<u>-1.15%</u>



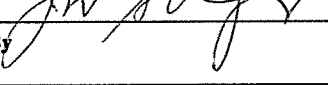
Engineer Carl A. Turner, PE

Willingboro Township
Municipality



Mayor
R. T. Winzinger, Inc.

Contractor

By  _____

Title _____ Date _____



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.

October 6, 1999

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

Dear Mr. Turner:

Enclosed please find a copy of Resolution No. 123 -1999 adopted by Willingboro Township Council at their meeting of October 5, 1999 approving Change Order No.1 for the 1998 Drainage Repairs Project (Partial Estimate No. 2) Change Order #1, R.T. Winzinger, Inc.

Sincerely,

Rhoda Lichtenstädter, RMC
Township Clerk

Enclosures

/eb

RESOLUTION NO. 1999-124

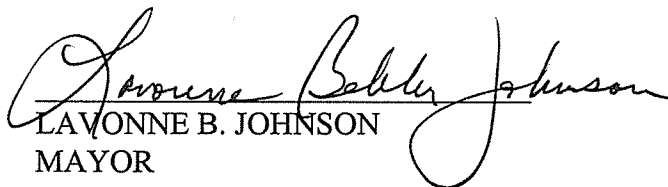
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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

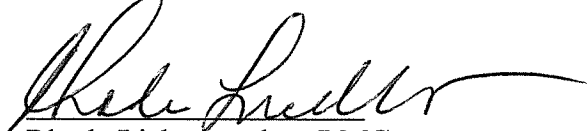
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of October, 1999, 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.


LAVONNE B. JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

SENTRY LAND TITLE 208 WHITE HORSE PIKE SUITE 8 BARRINGTON, N.J. 08007 BLOCK 1111 LOT 45 45 TRIANGLE LANE OVERPAYMENT TAXES	\$990.01
HUBER, LESLIE H JR & MARYANN 240 WEST SHOREWOOD CIRCLE EMERALD ISLE, N.C. 28594 BLOCK 820 LOT 16 53 ENDWELL LANE OVERPAYMENT TAXES	833.17
TRIDENT LAND TRANSFER CO NJ 1409 N. KINGS HIGHWAY CHERRY HILL, N.J. 08034 BLOCK 536 LOT 36 57 MEDFORD LANE OVERPAYMENT TAXES	716.34
ANGELA J. RILEY 53 BAYBERRY LANE BLOCK 234 LOT 33 53 BAYBERRY LANE OVERPAYMENT TAXES	767.88
WILLINGBORO TOWNSHIP 1 SALEM ROAD WILLINGBORO, N.J. 08046 BLOCK 536 LOT 34 63 MEDFORD LANE OVERPAYMENT TAXES PER RESOLUTION	1044.39
TRANSAMERICA REAL ESTATE TAX SERVICE 6053 S. FASHION SQUARE SUITE 200 MURRAY, UTAH 84107 BLOCK 827 LOT 2 8 ELDER LANE OVERPAYMENT TAXES	1050.50

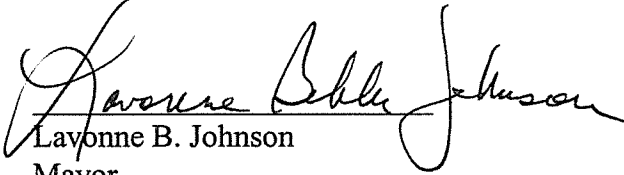
Resolution No. 1999 – 125

A RESOLUTION AUTHORIZING THE ANNUAL
1999 TAX SALE.


WHEREAS, it is the desire of the Tax Collector of the Township of Willingboro to conduct the 1999 annual tax sale of prior year delinquent taxes, assessments, municipal utility charges and other municipal charges; and

WHEREAS, R.S. 54:5-26 states that in lieu of any two publications, notice to the property owner and to any person or entity, entitled to notice of foreclosure pursuant to section 20 of P.L. 1948.C96 cc.54:5-104.48 may be given by regular or certified mail, the cost of which shall be added to the cost of the sale in addition to those provided in R.S. 54:5-38 not to exceed \$25 for each notice for a particular property. Failure of property owner to receive a notice of a tax sale properly mailed by the Tax Collector shall not constitute grounds to void the subsequent tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of October, 1999, that the Tax Collector is hereby authorized to conduct the annual tax sale of prior year year delinquencies on November 17, 1999.



Layonne B. Johnson
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: October 1, 1999
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Resolution for Tax Sale

Attached is the required annual resolution authorizing the Tax Sale to be held on November 17, 1999.

If there are any questions, please contact me.

C. Rhoda Lichtenstadter ✓

Resolution No. 1998 - 142

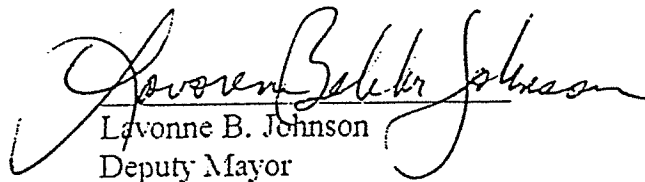
A RESOLUTION AUTHORIZING THE ANNUAL
~~1998~~ TAX SALE.

1999

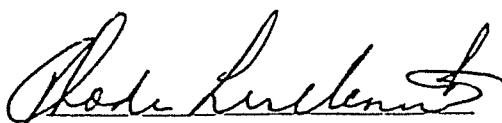
WHEREAS, it is the desire of the Tax Collector of the Township of Willingboro to conduct the 199⁹ annual tax sale of prior year delinquent taxes, assessments, municipal utility charges and other municipal charges; and

WHEREAS, R.S. 54:5-26 states that in lieu of any two publications, notice to the property owner and to any person or entity, entitled to notice of foreclosure pursuant to section 20 of P.L. 1948.C96 cc.54:5-104.48 may be given by regular or certified mail, the cost of which shall be added to the cost of the sale in addition to those provided in R.S. 54:5-38 not to exceed \$25 for each notice for a particular property. Failure of property owner to receive a notice of a tax sale properly mailed by the Tax Collector shall not constitute grounds to void the subsequent tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ~~6th~~ day of October, 1998, that the Tax Collector is hereby authorized to conduct the annual tax sale of prior year year delinquencies.


Lavonne B. Johnson
Deputy Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1999-126

**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.**

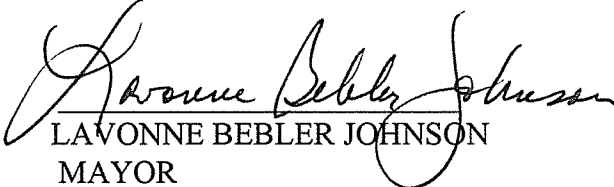
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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 5th day of October, 1999, 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.


LAVONNE BEBLER JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO: Norton N. Bonaparte, Township Manager
Rhoda Lichtenstadter
FROM: Leonard Mason
DATE: October 5, 1999
SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

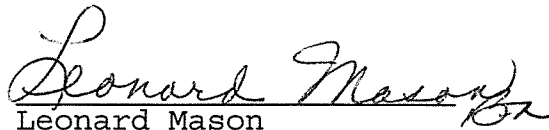
Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$9,201.00 for the time period of August 3, 1999 thru October 5, 1999.

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</u>			
Grass Cutting		\$ 3540.00	

1 Mystic Way	512-35	\$ 120.00	Remove debris
12 Nottingham	1002-6	\$ 80.00	Cut grass
7 Nelson Ct	1003-21	\$ 80.00	Cut grass
100 Evergreen	805-60	\$ 80.00	Cut grass
48 Ember	833-75	\$ 80.00	Cut grass
55 Pembroke	307-22	\$ 80.00	Cut grass
41 Twin Hill Dr	1101-74	\$ 80.00	Cut grass
35 Globe	708-22	\$ 205.00	Secure house; board patio dr.
28 East La	806-9	\$ 90.00	Secure house; board btm panel of gar door
156 Eastbrook	805-35	\$ 180.00	Secure house; board rear
65 New Coach	1003-58	\$ 4011.00	Reroof house
85 Thornhill	1105-14	\$ 575.00	Secure property
TOTAL		\$ 9201.00	

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. 1999 - 127


**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO APPROVE A DETENTION
BASIN ACCESS AGREEMENT WITH DR. SCIMECA.**

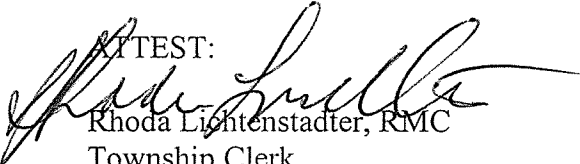
WHEREAS, the above applicant appeared before the Willingboro Township Planning Board; and

WHEREAS, the Planning Board approved the Detention Basin Access Agreement attached hereto;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day October, 1999, that the Mayor and Clerk are hereby authorized to sign the attached detention basin access maintenance agreement.

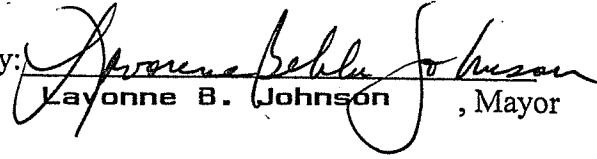
BE IT FURTHER RESOLVED, that copies of this agreement be provided to the Planning Board and to the applicant for their information and attention.


LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP: TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO


Rhoda Lichtenstadter Clerk
(SEAL)

By: 
Lavonne B. Johnson, Mayor

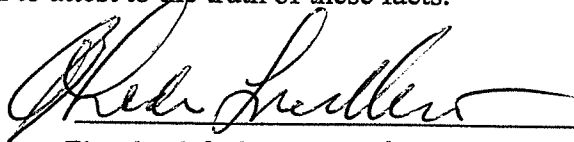
STATE OF NEW JERSEY)

:SS

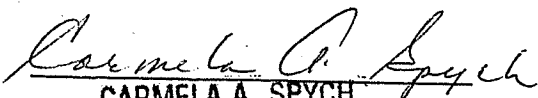
COUNTY OF BURLINGTON)

I CERTIFY that on 5, 1999, Oct personally came before me and acknowledged under oath, to my satisfaction, that:

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


Rhoda Lichtenstadter, RMC, Clerk

Sworn and subscribed before
me on this 5th day of
OCTOBER, 1999.


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

INTEROFFICE MEMO

MEMO TO: Rhoda Lichtenstadter, Township Clerk
FROM: Marie Annese
DATE: October 4, 1999
SUBJECT: Dr. Gregory Scimeca

Attached is a copy of Resolution No. 4, 1999, adopted by the Planning Board on August 9, 1999, regarding the above subject applicant.

Also attached is a copy of the Detention Basin Access and Maintenance Agreement (pages 1-4) and the accompanying certifications (pages 6 & 7) which were signed by Dr. Scimeca and dated September 8, 1999.

It would be appreciated if you would prepare the required resolution, approving the agreement. Thank you.

/ma
cc: File



DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 8 day of September, 1999 by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic of the State of New Jersey, with offices at the Municipal Complex, Salem Road, Willingboro, New Jersey 08046 (the "Township") and Dr. GREGORY SCIMECA and DENMAR, L.L.C., Jointly and Severally, with offices at 225 Sunset Road, Willingboro, New Jersey 08046 (the "Owner").

RECITALS

A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Block 24, Lot(s) 1.02 on the Willingboro Township Tax Maps (the "Project").

B. Said approval was duly memorialized on August 9, 1999 by the adoption of Resolution No.

4 - 1999

C. Said Project requires the construction of storm water detention and conveyancing facilities to properly contain and direct surface water run-off.

D. Owner is responsible for the proper maintenance, cleaning and repair of said storm water detention and conveyancing facilities to insure that they operate to their design specifications.

E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.

F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

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

1. All recitals set forth above are hereby incorporated by reference herein as if set forth herein at length.

2. Owner shall construct the storm water detention and conveyancing facilities as designated and described on its final plan on file with the Willingboro Township Planning Board.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the detention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the storm water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and re-construction of all detention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the detention basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.

4. Owner hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Owner, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Owner and its successors and assigns.

5. In the event that Owner or its successors and assigns fail to properly maintain the detention and conveyancing facilities, and in the event that an inspection pursuant to Paragraph 4 discloses

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

6. In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the detention and conveyancing facilities as the Township, in its sole judgment, deems necessary in order to protect the environment and the public health, welfare and safety.

7. The covenants and agreements herein contained shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owner of the property at the time that maintenance and repairs are required and work is performed.

8. Nothing herein shall be deemed to require the Township to take action to maintain and/or repair any detention or conveyancing facilities on the property.

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

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

Kelly Quigley
Witness.
Kelly Quigley

Gregory H. Scimeca M.D.
Dr. GREGORY SCIMECA

WITNESS OR ATTEST:

DENMAR, L.L.C.

(SEAL)

By: *Gregory H. Scimeca M.D.*
Managing Member

*NO SEAL
NECESSARY*

STATE OF NEW JERSEY)

:SS

COUNTY OF BURLINGTON)

I CERTIFY that on 9/8/1999, ^{BREEDY} SCIMECA, MD personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Gregory H. Scimeca M.D.

Sworn and subscribed before

me on this 8th day of

September, 1999.



GINA DeVENEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/30/2003

STATE OF NEW JERSEY)

:SS

COUNTY OF BURLINGTON)

I CERTIFY that on 9/8/1999, ^{GREGORY} ~~SCIMECA~~ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the ~~sole MEMBER~~ of _____, the corporation named in this document;

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

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

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

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

Gregory H. Scimeca M.D.
Sole Member

Sworn and subscribed before me on this 8th day of September, 1999.

Gina Deveney

GINA DeVENEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/30/2003

COPY

*Res. filed
without signed
Consent Agreement*

PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 4 - 1999

WHEREAS, Dr. Gregory Scimeca as applicant and Denmar, L.L.C., of 225 Sunset Road, Willingboro, hereinafter called the "Applicant" have filed an Application for Development (Amendment to Site Plan) with the Planning Board of the Township of Willingboro which application proposes construction of a 10,305 sq. ft. addition to the existing professional building for use as an ambulatory surgical center with three operating rooms and eight recovery rooms. 7,300 sq. ft. is proposed for patient use and the remainder is intended for records and mechanicals, etc.; and

WHEREAS, the subject site, designated as Page 106, Block 24, Lot 1.02 on the official tax map, has frontage of 199.25 ft. and depth of approximately 340 ft. on the northwesterly side of Sunset Road and is presently occupied as a medical ophthalmology facility consists of 4,575.30 sq. ft.; and

WHEREAS, approval of the proposed development will result in an irregular shaped building of 14,539 sq. ft.; and

WHEREAS, the site is zoned A-1 Administrative and Professional Zone wherein the existing and proposed medical office use is permitted; and

WHEREAS, the applicant has requested the following bulk variances:

Ord. Sec. 20-4.4 to permit a 4.42 ft. side yard to the easterly lot line where 15 ft. is

**Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan**

required. (The area is bounded by a road which is designated "Emergency Access and School Board Bus Easement" on the plans).

Ord. Sec. 20-4.4 to create 77.5% impervious coverage where 48% exists and a maximum of 35% is permitted; and

WHEREAS, the applicant has requested the following variance from the parking ordinance requirements:

Ord. Sec. 20-8.1B2D to permit 56 parking spaces (including 4 handicapped) where 54 parking spaces exist and 145 parking spaces are required; and

WHEREAS, the applicant has requested design waiver to allow parking spaces to be dimensioned 18 ft. by 9 ft. in lieu of 10 ft. by 20 ft. required by the Ordinance; and

WHEREAS, the applicant has requested a waiver of checklist requirements for provision of (1) location of ponds, streams and drainage ditches within 200 feet, (2) location of wooded areas within 200 ft. of the property, (3) environmental impact statement and (5) traffic analysis; and

WHEREAS, the Applicant has submitted evidence that notice of said Application for Development and of the required variances and the public hearing thereon has been given pursuant to applicable statutory provisions and requirements of the Willingboro Township Zoning Ordinance; and

Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan

WHEREAS, public hearing on said Application for Development was conducted on July 12, 1999 in the Municipal Complex of said Township, which meeting was open to the public and at which the Applicant and all other interested parties were given an opportunity to be heard; and

WHEREAS, the Planning Board has considered:

(1) All plans with revisions thereof and amendments and supplements thereto, which have been submitted by the Applicant prepared by I. Wayne Lippincott, P.E. of Lippincott Engineering Associates, Inc. t/a Lippincott, Jacobs & Gouda, One Pavilion Avenue, Riverside, New Jersey 08075:

<u>Drawing No.</u>		<u>Last Revised</u>
1 of 8	Cover Sheet	4/9/99
2 of 8	Existing Features Plan	4/9/99
3 of 8	Site Plan	4/9/99
4 of 8	Grading & Utility Plan	4/9/99
5 of 8	Landscape and Lighting Plan	4/9/99
6 of 8	Soil Erosion and Sediment Control Plan	4/9/99
7 of 8	Soil Erosion and Sediment Control Notes and Details	4/9/99
8 of 8	Construction Details	4/9/99

Also, plans titled "New Ambulatory Surgical Center Addition to: Burlington County Eye Physicians" prepared by David Donachy, Registered Architect of 33 West Second Street, Moorestown, New Jersey 08057:

Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan

<u>Drawing No.</u>	<u>Last Revised</u>
Entry, Rear and Side Elevation	5/14/99
Floor Plan	5/14/99

(2) Reports from its consultants, including correspondence dated June 25, 1999 by Uri Hugo Taenzer, Esq., Planning Board Solicitor and correspondence dated July 12, 1999 by Carl A. Turner, P. E., Willingboro Township Engineer. All of the said reports from the Planning Board's consultants were read at the meetings and are a part of the Planning Board minutes pertaining to this application.

(3) All testimony, discussions and correspondence between the applicant, professional consultants, and other interested parties and members of the Board relating to this application.

(4) Planning Board minutes relating to this Application.

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the Township of Willingboro that with respect to the said Application for Development and variance requested it find as follows:

1. All property owners within 200 feet of the subject premises and public utilities were given timely, written notice of the Application and the scheduled hearing thereon; timely notice of said application was published in the Burlington County Times newspaper; and public hearing was held as scheduled, in accordance with the laws of the State of New Jersey and the Ordinances of the Township of Willingboro.

2. The Site which the Applicant proposes to develop is located in the A-1 Administrative and Professional Zone and the present and proposed medical office use is authorized by the said Zoning Ordinance.

Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan

3. The variances requested by the Applicant can be granted without substantially impairing the intent and purpose of the zoning act. The Planning Board hereby concludes that the applicant has met the burden of proving to the satisfaction of the Planning Board that there would be peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the developer of the property by reason of exceptional narrowness, shallowness or shape of the subject property and by reason of exceptional topographic conditions or physical features uniquely affecting the subject property and by reason of an extraordinary and exceptional situation uniquely affecting the subject property which the Planning Board determines to be consistent with the character of the neighborhood. The Board finds that the proposed development will not impact negatively on the character of the area. The Planning Board further finds that the applicant has satisfied the negative criteria in that the granting of the variance will not substantially impair the zoning plan of the Township of Willingboro and will not be substantially detrimental to the public good.

4. The proposed driveway, traffic flow and parking lot will accommodate the volume of traffic and anticipated parking consistent with the proposed use as an ambulatory surgical center inasmuch as the proposed addition will not result in additional traffic, the applicant having represented that the average current usage of 30 to 35 parking spaces will not increase by virtue of the State mandated upgrading of the surgical suites and supporting facilities. The said applicant further testified that no surgery will be performed on days when the facility is utilized for patient office visit purposes. The applicant further represented that the usage of the proposed facility will encompass ten employees and a maximum of fifteen patients for cataract surgery per day, it being understood that patient visits will be staggered during a typical day.

5. The deviation from the requirement of Ord. Sec. 20-4.4 regarding a minimum required side yard set back of 15 ft. to allow a 4.42 setback on the northeasterly side can be granted due to the fact that there is a private

**Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan**

street adjacent to said property line and the proposed development will not impact traffic upon said road.

6. The proposed lot coverage of 77% (1.17 ac.) in lieu of the maximum lot coverage permitted by the Ordinance of 35% (.53 ac.) (48% or .73 ac. existing) can be approved without impairing the intent and purpose of the zoning act by reason of the inherently beneficial nature of the proposed use.

7. The design waiver regarding reduction in parking space size from the required 10 ft. by 20 ft. to 9 ft. by 18 ft. can be granted because of the reduced dimensions of motor vehicles since enactment of the ordinance.

8. The Planning Board is satisfied that the applicant has demonstrated substantial compliance with the check list requirements and that under the circumstances a waiver of the following requirements can be granted without impairment of the intent and purpose of the zoning act: (1) location of ponds, streams and drainage ditches within 200 feet; (2) location of wooded areas within 200 ft. of the property; (4) environmental impact statement and (6) traffic analysis (provided in connection with prior application).

BE IT FURTHER RESOLVED that pursuant to the foregoing findings of fact, PRELIMINARY and FINAL APPROVAL for the aforementioned Application for Development and of the variance aforesaid be and the same is hereby granted subject to the following conditions:

1. The applicant shall revise the plans to provide the Township Engineer with evidence satisfactory to said Township Engineer respecting the applicant's compliance with comments set forth in the Township Engineer's report dated July 12, 1999.

2. The applicant shall execute the Township of Willingboro's standard Detention Basin Maintenance Agreement.

Willingboro Township Planning Board
Preliminary and Final Approval Resolution
Dr. Gregory Scimeca
Amendment to Site Plan

2. The applicant shall execute the Township of Willingboro's standard Detention Basin Maintenance Agreement.

3. The applicant shall revise the plans to reflect abandonment of the ingress/egress driveway alongside the private road on the northeasterly side of the site in accordance with the testimony presented.

BE IT FURTHER RESOLVED that any approval shall be further conditioned upon the further approval and compliance with any conditions imposed by the Burlington County Planning Board, the Burlington County Soil Conservation District, the Willingboro Municipal Utilities Authority and any other agency having jurisdiction.

The foregoing Memorializing Resolution was duly adopted by the Planning Board of the Township of Willingboro at a public meeting on August 9, 1999.

David Arnes
Planning Board Secretary

RESOLUTION NO. 1999 - 128

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

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

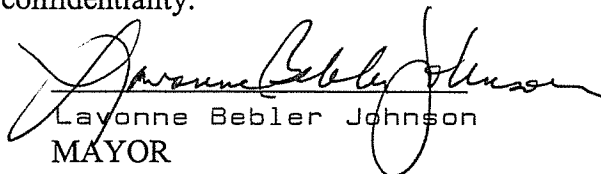
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

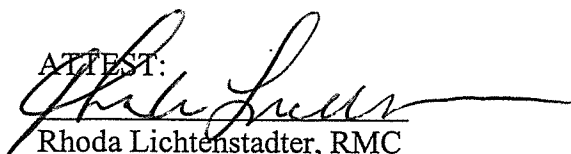
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/5, 1999, that an Executive Session closed to the public shall be held on 10/5, 1999, at 10:15p.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.


Laverne Bebler Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 129

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE TAX COLLECTOR OF THE TOWNSHIP OF WILLINGBORO TO ISSUE DUPLICATE TAX SALE CERTIFICATES PURSUANT TO N.J.S.A. 54:5-52.1

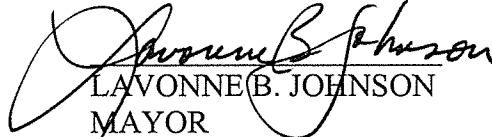
WHEREAS, the Tax Collector of the Township of Willingboro has received a request from Crusader Servicing Corporation for the issuance of duplicate tax sale certificate(s) to replace certificate No. 97-112 which certificate has been lost or destroyed; and

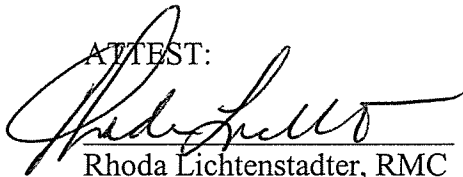
WHEREAS, an affidavit attesting to the loss or destruction of the certificates and guaranteeing to hold the Township of Willingboro harmless for any claims that might arise out of the issuance of duplicate certificate(s) has been filed with the Township Clerk; and

WHEREAS, the Tax Collector of the Township of Willingboro has recommended that the duplicate tax sale certificates be issued, pursuant to N.J.S.A. 54:5-52.1,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 19th day of October, 1999, that the Tax Collector of the Township of Willingboro be and hereby is authorized to issue duplicate tax sale certificates to replace lost or destroyed Certificate No. 97-112 in accordance with the provisions of N.J.S.A. 54:5-52.1 and on the payment of the sum of One Hundred Dollars (\$100.00) for each such duplicate certificate issue.


BE IT FURTHER RESOLVED, that copies of this Resolution shall be provided to the Chief Financial Officer and Tax Collector of the Township of Willingboro.


LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: October 14, 1999
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Resolution for Duplicate Tax Sale Certificate

Crusader Servicing Corporation is requesting a duplicate Tax Sale Certificate. They have provided an affidavit and the \$100.00 fee.

If there are any questions, please contact me.

C. Rhoda Lichtenstadter ✓

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. ~~1997~~ _____

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE TAX COLLECTOR OF THE TOWNSHIP OF WILLINGBORO TO ISSUE DUPLICATE TAX SALE CERTIFICATES PURSUANT TO N.J.S.A. 54:5-52.1

Whereas, the Tax Collector of the Township of Willingboro has received a request from Crusader Servicing Corporation for the issuance of duplicate tax sale certificate(s) to replace certificate(s) No. 970112 which certificate has been lost or destroyed, and

Whereas, an affidavit attesting to the loss or destruction of the certificates and guaranteeing to hold the Township of Willingboro harmless for any claims that might arise out of the issuance of duplicate certificate(s) has been filed with the Township Clerk, and

Whereas, the Tax Collector of the Township of Willingboro has recommended that the duplicate tax sale certificates be issued, pursuant to N.J.S.A. 54:5-52.1,

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this _____ day of _____, 199⁹~~7~~, that the Tax Collector of the Township of Willingboro be and hereby is authorized to issue duplicate tax sale certificates to replace lost or destroyed Certificate No(s) 97-112 in accordance with the provisions of N.J.S.A. 54:5-52.1 and on the payment of the sum of One Hundred Dollars (\$100.00) for each such duplicate certificate issued.

Be It Further Resolved that copies of this Resolution shall be provided to the Chief Financial Officer and Tax Collector of the Township of Willingboro ~~and to~~ _____ for their information and attention.

~~Paul L. Stephenson~~
Mayor

Marvonne Johnson

The foregoing Resolution is certified to be a true copy of the original Resolution adopted by the Willingboro Township Council at a public meeting held on _____, 1997.

Rhoda Lichtenstadter, R.M.C.
Township Clerk

Crusader Servicing Corporation

September 8, 1999

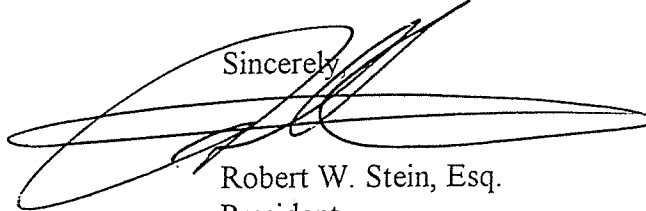
Ms. Joanne G. Diggs
Willingboro Tax Collector
Municipal Complex
Salem Road
Willingboro, NJ 08046

Re: Tax Sale Certificate # 970112
Block/Lot: 1118/6

Dear Ms. Diggs:

Pursuant to our telephone conversation of today's date, I enclose an Affidavit of Lost Tax Sale Certificate along with a check in the amount of \$100.00. Kindly forward the duplicate certificate to my attention as soon as possible. If you require anything further, feel free to contact me. Thank you in advance for your assistance.

Sincerely,



Robert W. Stein, Esq.
President

RWS/kb
Enc.

Phone: (215) 744-1828

6526 Castor Avenue, Philadelphia, PA 19149

Fax: (215) 744-1658

AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Gary Snyder, being of full age, being duly sworn according to law, upon his oath, deposes and says:

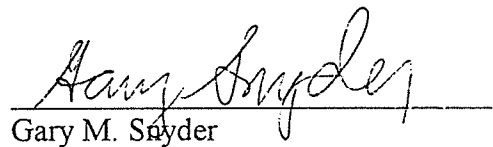
1. I am the Secretary of Crusader Servicing Corporation, duly authorized to make the statements contained in this affidavit and I make the statements contained herein based upon my personal knowledge.

2. Crusader Servicing Corporation purchased Tax Sale Certificate #970112 at a Tax Sale held by the Township of Willingboro on October 22, 1997, which tax sale certificate constitutes a municipal lien on the property known as Block 1118 Lot 6 on the tax duplicate of the Township of Willingboro, and commonly known as 169 Tiffany Lane, assessed to Easter & Lois & Lilli Hordges.

3. This Tax Sale Certificate was lost or destroyed.

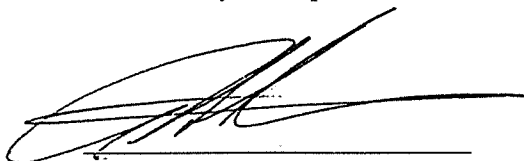
4. Crusader Servicing Corporation remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificate.

5. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.



Gary M. Snyder

Sworn and subscribed before
this 8th day of September, 1999.



Robert W. Stein, Esq.
Attorney at Law
State of New Jersey

Directives Regarding Tax Lien Sale Provisions of P.L. 1997, c. 99

I. Issuance of duplicate tax sale certificates pursuant to N.J.S.A. 54:5-52.1

When a duplicate tax sale certificate is issued, pursuant to this section, the following procedures shall be followed by the tax collector and governing body:

1. Whenever practicable, the tax collector shall obtain an appropriate affidavit, certified by a notary public or the certificate tax collector, from the person shown as owner of the certificate, and keep same on file. The affidavit shall include certification that: 1) the person filing for the duplicate is and was the owner of the certificate; 2) that the certificate was destroyed or lost; and 3) has not transferred or otherwise assigned the certificate. This certification may be amended to meet special circumstances.

2. The governing body shall adopt a resolution authorizing the tax collector to issue the duplicate certificate. Once the certificate is issued by the tax collector, the collector shall provide a copy of the duplicate certificate and the affidavit to the municipal clerk, who shall attach them to the resolution.

3. The duplicate certificate should be identical to the original, except for name of the tax collector if there is a different tax collector serving at the time the duplicate is issued. The duplicate certificate shall be marked as a duplicate.

II. Calculation of tax collection rate

For financial reporting purposes, the Annual Financial Statement shall reflect the deduction of the proceeds of an accelerated tax sale for the calculation of the collection rate, and show both the underlying collection rate and the true collection rate. For the purposes of the annual audit, the true collection rate shall be shown, and there shall be a footnote indicating the underlying collection rate and that the true collection rate includes the proceeds of an accelerated tax lien sale.

III. Unanticipated use of an accelerated tax lien sale

As enacted, Chapter 99 did not directly address the circumstance of municipalities that did not anticipate an accelerated tax sale in the budget, but choose to have it at the end of the fiscal year anyway. In order to maintain uniformity of calculations for budgetary purposes, regardless of the circumstances surrounding an accelerated tax sale, calculations of the tax collection rate shall exclude any accelerated tax sale or levy sale, whether or not a tax levy sale or accelerated tax lien sale is utilized in the current year's budget (underlying collection rate). This also requires that whenever the proceeds of an accelerated tax lien sale shall be part of the current year municipal budget, a resolution of the governing body shall be required.

IV. Filing of fiscal analysis for accelerated tax lien sale

The three year fiscal analysis required by N.J.S.A. 40A:4-40.3 shall only be required the first time a municipality utilizes an accelerated tax lien sale as a reduction to its reserve for uncollected taxes. In calculating the succeeding year's amounts, the current year's value shall be used for Net Value Taxable and Total Appropriations. Once the cycle has started, but there is a year when the revenue is not anticipated, the analysis shall also be required in the year when the revenue is next utilized.

If a municipality, after the adoption of its budget, held an unanticipated accelerated lien sale at the end of the fiscal year, and **does not** choose to continue the process in the following year, the governing body shall, upon preparing the new budget, apply the provisions of N.J.S.A. 40A:4-40.3, and by resolution, file a three year fiscal impact statement showing the effect of the lien sale on the previous year's financial operations, the current year, and the next year with the Division of Local Government Services and the municipal clerk.

AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Gary Snyder, being of full age, being duly sworn according to law, upon his oath, deposes and says:

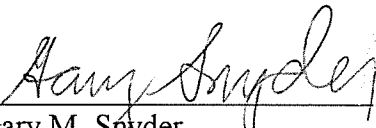
1. I am the Secretary of Crusader Servicing Corporation, duly authorized to make the statements contained in this affidavit and I make the statements contained herein based upon my personal knowledge.

2. Crusader Servicing Corporation purchased Tax Sale Certificate #970112 at a Tax Sale held by the Township of Willingboro on October 22, 1997, which tax sale certificate constitutes a municipal lien on the property known as Block 1118 Lot 6 on the tax duplicate of the Township of Willingboro, and commonly known as 169 Tiffany Lane, assessed to Easter & Lois & Lilli Hordges.

3. This Tax Sale Certificate was lost or destroyed.

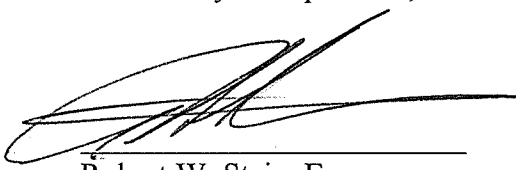
4. Crusader Servicing Corporation remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificate.

5. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.



Gary M. Snyder

Sworn and subscribed before
this 8th day of September, 1999.



Robert W. Stein, Esq.
Attorney at Law
State of New Jersey

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

DUPLICATE

I, Joanne G. Diggs, COLLECTOR OF TAXES of the taxing district of the Township of Willingboro in the COUNTY of Burlington and State of New Jersey, do hereby certify that on the 22nd day of October, 19 97 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to Crusader Servicing Corp whose address is 217 Ryers Ave Cheltenham Pa 19012 for One-Thousand-Four-Hundred-Ten Dollars and Twenty cents, the land in said taxing district described as Block No. 1118, Lot No. 6, and known as 169 Tiffany Lane Street, on the tax duplicate thereof and assessed thereon to Hordges, Easter & Lois & Lilli 169 Tiffany Lane Willingboro, N.J. 08046

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

Taxes for 1996	AMOUNT	INTEREST	TOTAL
	1,260.64	121.91	1,382.55
Sewer Service charges			
Water Service charges			
Assessments for improvements			

COSTS OF SALE

P.L. 1983, CHAPTER 478, APPROVED JANUARY 12, 1984

The cost of sale shall be 2% of the existing lien (total of items above including interest) but not less than \$15.00 and not more than \$100.00.

TOTAL COSTS OF SALE	27.65
TOTAL AMOUNT OF SALE	1,410.20
PREMIUM (IF ANY) PAID	800.00

Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate of 0.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal liens accruing after December 31, 19 96, and assessment installations not yet due, amounting to _____ dollars and interest thereon.

The right to redeem will expire in six months after the service of notice to redeem, except that the right to redeem shall extend for six months from the date of sale or from the date of service of notice where the municipality is the purchaser and extend for two years from the date of sale for all other purchasers.

In Witness Whereof, I have hereunto set my hand and seal this 4th day of November 19 97

STATE OF NEW JERSEY
COUNTY OF

} ss: Joanne G. Diggs
Collector of Taxes
JOANNE G. DIGGS



Be It Remembered, that on this 4th day of November 19 97 before me

NOTARY _____ of New Jersey, personally appeared JOANNE G. DIGGS

Collector of Taxes of the taxing district of TOWNSHIP OF WILLINGBORO in the County of

BURLINGTON who, I am satisfied, is the individual described herein, and who

executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: Anna Leale
ANNA LEALE

Barbara H.G. Owens
BARBARA H.G. OWENS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 8, 2003

NOTE: NJSA 46:15-3, All signatures appearing on the certificate, those of the Collector and the Notary Public who takes his acknowledgement, shall be printed, typed or stamped underneath such signature the name of the person that signed.

RESOLUTION NO. 1999 – 130

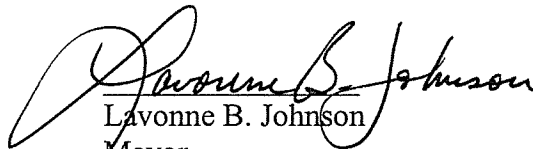
A RESOLUTION DECLARING CERTAIN PUBLIC
WORKS EQUIPMENT AS SURPLUS.

WHEREAS, Willingboro Township Council has found certain Public Works Equipment to be surplus because of poor operating condition; and

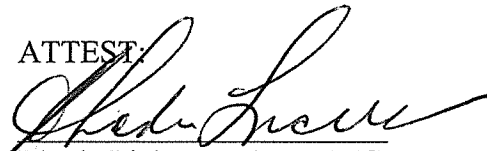
WHEREAS, Township Council, must be resolution declare this equipment to be surplus;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of October, 1999, that two items of equipment as described in the attached memorandum dated June 18, 1999, from the Director of Public Works be declared surplus; and

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


Lavonne B. Johnson
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO RECREATION DEPARTMENT

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June 18, 1999

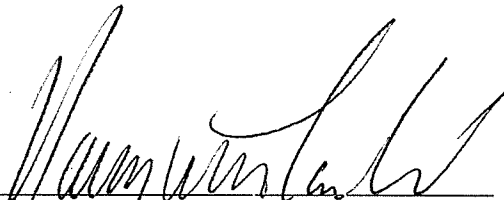
To Council for Auction

TO: NORTON N. BONAPARTE, TOWNSHIP MANAGER
FROM: HARRY W. McFARLAND, SUPERINTENDENT
SUBJECT: SURPLUS PUBLIC WORKS EQUIPMENT

We have two (2) items of surplus equipment that have been earmarked for auction because of poor operating condition.

Both the 1986 Elgin Sweep and the 1972 LeRoi Compressor have been placed out of service and determined to be too expensive to repair.

It is my understanding that Westampton Township is interested in obtaining both items and it would appear that in the interest of *Community Sharing* this would be an acceptable move.



Harry W. McFarland, Superintendent
Public Works/Recreation Departments

HWM/jlp

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

Phone: 609-871-5700

Fax: 609-871-6990

RESOLUTION NO. 1999 – 131

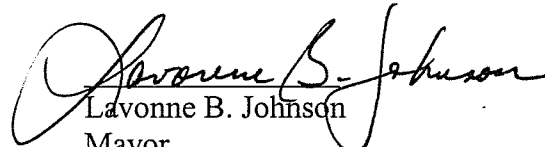
A RESOLUTION AWARDDING A PROFESSIONAL
SERVICES AGREEMENT WITH JOHN C. GABRIEL, P.E.

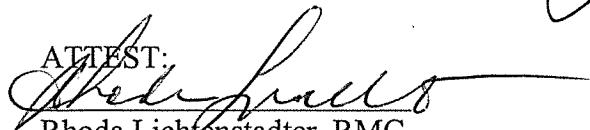
WHEREAS, the need exists for an Emergency Generator in the Municipal Complex; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 19th day of October, 1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed To execute the attached agreement with John C. Gabriel In an amount not to exceed \$1800.
2. This contract is awarded without competitive bidding as A professional service in accordance with NJSA 40-5 (1)(a) of the Local Public contracts law because the service is to be performed by a person authorized to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.


Lavonne B. Johnson
Mayor

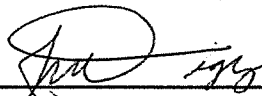
ATTEST:

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

John C. Gabriel P.E. (Prof Serv)

The money necessary to fund said contract is in the amount of \$ 1800.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 002. 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 RECREATION DEPARTMENT

September 27, 1999

*TO
Council
for
Action*

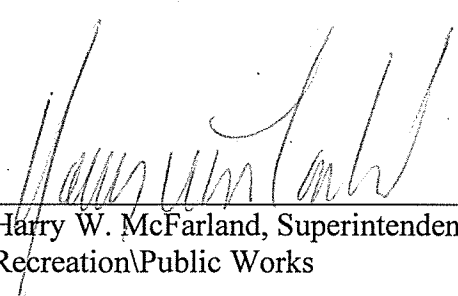
TO: NORTON N. BONAPARTE, TOWNSHIP MANAGER
FROM: HARRY W. McFARLAND, SUPERINTENDENT
SUBJECT: CHANGE ORDER – EMERGENCY GENERATOR

On July 7, 1998, Resolution No. 1998 – 105 was adopted by Township Council in an amount not to exceed \$4,500.00 authorizing John C. Gabriel, P.E. to assist in the installation of an emergency generator at the Municipal Complex.

It now would be in the best interest of the Township to extend the emergency service to the total Complex, where previously only the Police Department was serviced.

The cost for all specifications, shut down procedures, and work associated with this change will be \$1,800.00.

I am requesting a change order in the emergency generator appropriation to include this extended service.



Harry W. McFarland, Superintendent
Recreation\Public Works

HWM/jlp

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

Phone: 609-871-5700

Fax: 609-871-6990

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October 20, 1999

John C. Gabriel, P.E.
520 Regenhart Ave
Moorestown, New Jersey 08057

Dear Mr. Gabriel:

Enclosed please find a copy of Res. No. 1999 – 131 awarding a contract to you for the emergency generator in the Municipal Contract.

Also enclosed, are two (2) copies of an agreement. Please sign both, return them to me and a fully executed one will be sent back to you.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Encs.
rl

PROFESSIONAL SERVICES AGREEMENT
WILLINGBORO TOWNSHIP and
Between JOHN C. GABRIEL, P.E.

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

Whereas, JOHN C. GABRIEL, PE. is a professional engineer authorized to practice in the State of New Jersey and is hereafter identified as the engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and JOHN C. GABRIEL, PE. an engineer of the State of New Jersey as follows:

- I. APPOINTMENT: JOHN C. GABRIEL, is hereby appointed to provide engineering services for the Township of Willingboro.
- II TERM: This appointment shall commence October 19, 1999 and shall continue until completion.
- III. SERVICE: During the term of this Agreement, the consultant agrees to provide consulting services to the Township of Willingboro as set forth in Resolution No. 1999 - 131
- IV.
1. During the term of this Agreement, the consultant shall be compensated in Accordance with Res. No. 1999 - 131 not to exceed \$1800.
- V. EQUAL OPPORTUNITY
 1. In consideration of the execution of this Agreement, the engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, NJSA 10:5-1 et seq. And all other applicable Federal and New Jersey statutes of a similar nature.
 2. The Attention of the engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in NJSA 10:5-31 and the applicable regulations thereunder. The Engineer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- VI. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract, the contractor agrees as follows:
 - II 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.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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.

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.

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.

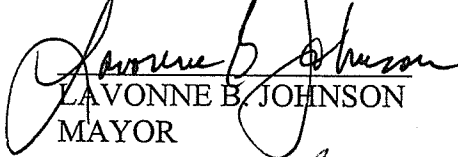
Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

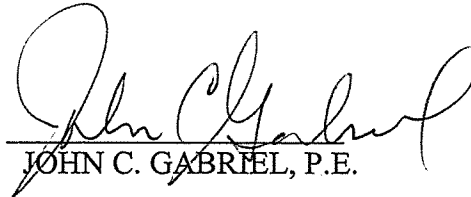
Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

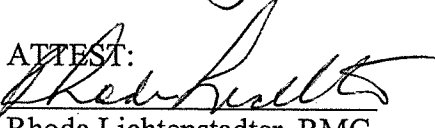
In Witness Whereof, this Agreement has been executed on this, 19th day of October, 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO


LAVONNE B. JOHNSON
MAYOR


JOHN C. GABRIEL, P.E.

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

10/16/99
DATE

RESOLUTION NO. 199- 132

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

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

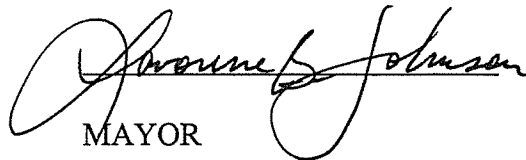
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10-19, 1999, that an Executive Session closed to the public shall be held on 10-19, 1999, at 7:45 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

TOWNSHIP OF WILLINGBORO

Resolution 1999 - 133

A Resolution of the Township Council of the Township of Willingboro Appointing a Recreation Study Committee

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

Whereas, recreation is an important factor in the "quality of life" for citizens in the community in which they live, and

Whereas, the Willingboro Township Council has determined that it is appropriate to undertake a study on the recreation opportunities available in the Township of Willingboro, to determine the recreational needs of the residents of the community and to evaluate the manner in which those needs can be met and to consider the costs involved and the sources of funding which may be available to meet those costs,

Now, therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this **26th** day of **October, 1999**, that:

1. There shall be a recreation study committee which shall consist of nine (9) citizens appointed by the Township Council, as set forth on the list attached hereto, together with a representative from the Willingboro School District and a representative from the Willingboro Recreation Department' Teen Program.
2. All of the terms of appointment shall expire on December 31, 2000.
3. The Township Superintendent of Recreation shall serve as an ex officio member of the Recreation Study Committee, i.e., with the right to participate in the discussions, but without the right to vote.
4. The Recreation Study Committee shall select a chairperson from among its citizen 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 Recreation Study Committee.
5. The Recreation Study Committee shall review the recreational programs and activities within the Township of Willingboro and shall submit a preliminary report to the Township Council not later than June 30, 2000, and shall submit a final report

to the Township Council by December 31, 2000, on the appropriateness and quality of the existing programs and shall make recommendations to the Council on the existing programs and on the development and implementation of new programs. The report shall include an evaluation of the costs involved in both existing programs and any modified or new programs and shall also address the sources of funding for the programs.

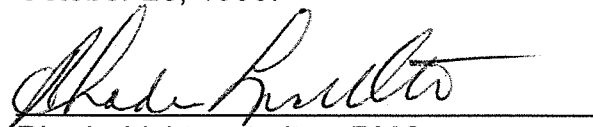
6. The Recreation Study Committee shall convene a meeting with organizations that provide recreational programs in the Township by March 1, 2000, for the purpose of gaining input in to the assessment of recreational needs in the Township and the Recreation Study Committee shall determine the best way to maintain a dialogue with those providers of recreation programs as the Recreation Study Committee proceeds with the accomplishment of its responsibilities, and

Be It Further Resolved, that the Township Manager shall, through the Recreation Department, provide assistance and staff support to the Recreation Study Committee as needed by the Committee and in consideration of the fiscal and staffing constraints of the Department, in order that the Committee may have information from the Township that will enable it to complete its work and to submit its report in a timely manner, 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.


Lavonne Bebler Johnson
Mayor

The foregoing Resolution is certified to be a true copy of the original Resolution which was adopted by the Willingboro Township Council at a public meeting held on October 26, 1999.


Rhoda Lichtenstadter, RMC
Township Clerk

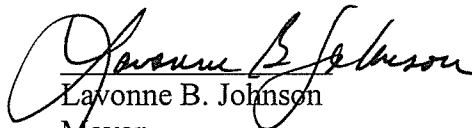
RESOLUTION NO. 1999 – 134

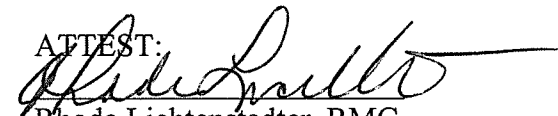
A RESOLUTION AUTHORIZING THE TAX COLLECTOR
TO WRITE OFF TAXES.

WHEREAS, the records of the Tax Collector of the Township of Willingboro
Indicate the existance of various tax overpayments for various reasons and these balances
Cannot be refunded at this time but may be refundable at a later dated;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 26th day of October, 1999,
That the taxes listed on the attached schedule and made a part hereto be cancelled and
Could be refunded at a later date; and

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



Lavonne B. Johnson
Mayor


ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

*TO
COUNCIL
FOR
ACTION*



DATE: October 22, 1999
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Resolution to Write-Off Overpayment of Taxes

From time to time we need to clean up the records to get rid of balances that appear to be inaccurate. The attached list has been in the audit "Items for Discussion" for a couple of years now.

The good news is that this action will increase Fund Balance for 1999 and it is very unlikely that any of the balances will ever have to be refunded. The last time this action was taken was 1991.

If there are any questions, please contact me.

C. Rhoda Lichtenstadter

OVERPAYMENTS

BLOCK	LOT	ADDRESS	AMOUNT	REASON
314	1	41 Pheasant Lane	58.30	Not in computer O/P report
814	16	31 Eddington Lane	810.00	Refund check voided
2	4.03	Rt. 130 Willingboro Plaza	979.56	Inactive in Tax Duplicate *
3	4.01	Rt. 130 Willingboro Plaza	35,305.74	Inactive in Tax Duplicate *
119	17	70 Sunset Road WBE	<u>793.34</u>	Inactive in Tax Duplicate
Write-off to Fund Balance			<u>\$37,946.94</u>	

* Refund due to Township as part of the agreement when the Plaza was turned over to the Township.

RESOLUTION NO. 1999 - 135

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

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

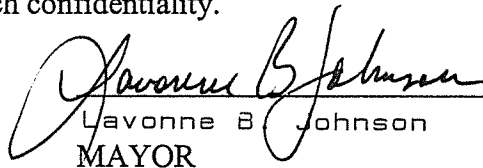
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

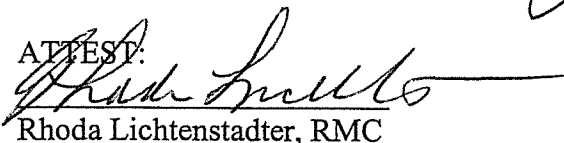
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/26, 1999, that an Executive Session closed to the public shall be held on 10/26, 1999, at 7:45 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Lavonne B. Johnson
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC

Township Clerk

RESOLUTION 1999 – 136

APPOINTMENT OF DEPUTY TAX ASSESSOR

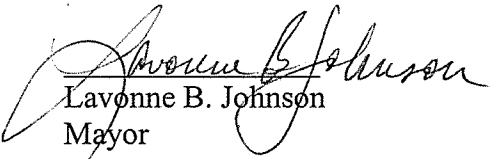
WHEREAS, it is necessary for the Township to appoint a Deputy Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a term expiring June 29, 2003; and

WHEREAS, the Township Council has determined that the appointment of Marie-Louise Procacci, C.T.A. is in the best interest of the Township of Willingboro,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of November, 1999, that:

1. Marie-Louise Procacci, C.T.A. be and hereby is appointed as Deputy Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2003 and to hold office as provided by law.
2. The hours for the Deputy Tax Assessor shall be on a part-time basis To average one and one-half days a week, with the specific hours to be Fixed by the Deputy Assessor with the approval of the Township Manager.
3. The salary for the Deputy Assessor shall be fixed by the Township.
4. Marie-Louise Procacci, C.T.A. as Deputy Assessor for the Township of Willingboro is hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to William Tantum, C.T.A., Marie-Louise Procacci, C.T.A. to the Burlington County Board of Taxation and to the Township Manager and the Chief Financial Officer of the Township for their information and attention.



Lavonne B. Johnson
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

township of Willingboro

Memo To: Ms. Marie Louise-Procacci, CTA
Mr. William Tantum, CTA
Burlington County Board of Taxation
Mr. Norton N. Bonaparte, Township Manager
Mrs. JoAnn Diggs, Chief Financial Officer

From: Rhoda Lichtenstadter 
Township Clerk

Date: November 12, 1999

Enclosed is a copy of Resolution No. 1999 – 136 appointing Ms. Marie Louise-Procacci, CTA as the Deputy Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2003.

Encl.
RL/eb

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

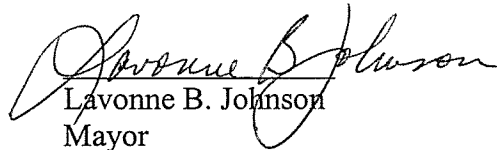
RESOLUTION NO. 1999 – 137

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

WHEREAS, there are monies available under the Highway Safety Grant with the
New Jersey Division of Highway Traffic for Aggressive Driver Enforcement Program;
And

WHEREAS, it would be in the best interest of the Township of Willingboro to
Apply for said monies,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 9th day of November, 1999,
That the Mayor and Clerk are hereby authorized to execute and sign any and all
Documents in order to effectuate the receipt of the Grant monies between the
Township of Willingboro and the New Jersey Division of Highway Traffic for the
Aggressive Driver Enforcement in the amount of \$9,600.00, said program to run
Through September 30, 2000.


Lavonne B. Johnson
Mayor

ATTEST:


Rhoda Lichtenstaetter, RMC
Township Clerk

Case #
WB 18/18



137

State of New Jersey

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

CHRISTINE TODD WHITMAN
Governor

JOHN J. FARMER, JR.
Attorney General

COL. PETER J. O'HAGAN
USMCR Ret.
Director
Governor's Representative

October 25, 1999

Chief Financial Officer
Willingboro, NJ 08046

Dear Chief Financial Officer:

The New Jersey Division of Highway Traffic Safety has received funds to continue the Aggressive Driver Enforcement program for the 1999-2000 year. Your police department has been selected to participate during the next federal fiscal year. This enforcement grant will reimburse Willingboro Twp Police Dept. up to the amount of \$9,600.00 for the overtime wages (\$40.00 per overtime hour regardless of actual overtime rate) of the police officers assigned to work this enforcement program.

Your department is scheduled to begin November 1, 1999. The program will run through September 30, 2000. This information is being provided so you can pass the appropriate resolutions of acceptance.

Sincerely,

A handwritten signature in cursive script that reads "Al Tindall".

Al Tindall
Principal Highway Safety Specialist




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

New Jersey Is An Equal Opportunity Employer • Printed on Recycled Paper and Recyclable

township of **Willingboro**

Memo To: Captain John McKone
Police Department

From: Rhoda Lichtenstadter 
Township Clerk

Date: November 12, 1999

Enclosed is a copy of Resolution No. 1999 – 137 authorizing an application to receive money under Highway Safety Grant Program.

Encl.
RL/eb

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

RESOLUTION NO. 1999 – 138

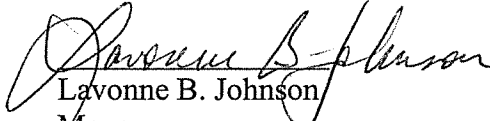
A RESOLUTION TO SUPPORT AND PARTICIPATED
IN THE VOLUNTEER TUITION CREDIT PROGRAM
(P.L. 1998, c. 145)

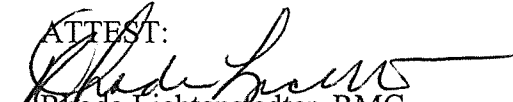
WHEREAS, the Township Council of the Township of Willingboro, in the County of Burlington, deems it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the Township of Willingbor; and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day November, 1999, that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c. 145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality; and

BE IT FURTHER RESOLVED, that the Township Manager is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 134, a copy of which is herewith made part of this resolution.


Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

A Resolution for the _____ of _____
To support and participate in the
Volunteer Tuition Credit Program (P. L. 1998, c. 145)

138

WHEREAS, the (name of governing body) of the (name of municipality) in the county of _____, deems it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the (name of municipality); and

WHEREAS, the State of New Jersey has enacted P. L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.


NOW, THEREFORE BE IT RESOLVED, by the (name of governing body) of the (name of municipality) in the County of _____ that the Volunteer Tuition Credit Program as set forth in P. L. 1998, c. 145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality; and

BE IT FURTHER RESOLVED, that the (name or title of municipal official) is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P. L. 1998, c. 145, a copy of which is herewith made part of this resolution.

township of Willingboro

Memo To: Ms. Cindy McCardle
Emergency Squad

Mr. Billy Massey
Fire Department

From: Rhoda Lichtenstadter 
Township Clerk

Date: November 12, 1999

Enclosed is a copy of Resolution No. 1999 – 138 to support and participate in the
Volunteer Tuition Credit Program.

Encl.
RL/eb

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

RESOLUTION NO. 1999-139

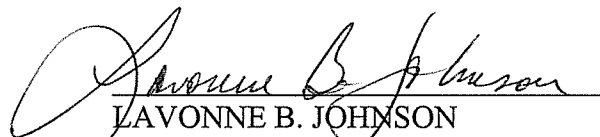
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 9th day of November, 1999, 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.


LAVONNE B. JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

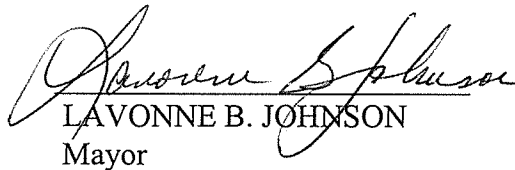
WARREN, JAMES W. JR & M` 746 RIGGINS RD TALLAHASSEE, FL 32308-6222 BLOCK 805 LOT 18 94 EASTBROOK LANE OVERPAYMET TAXES	31.09
JOHN J. TERRY, JR 60 CRANFORD ROAD TURNERSVILLE, NJ 08012 BLOCK 129 LOT 5 11 STAFFORD LANE OVERPAYMENT TAXES	1538.33
SERVICE LINK, L.P. 4000 INDUSTRIAL BLVD. ALIQUIPPA, PA 15001 BLOCK 517 LOT 15 46 MARBLESTONE LANE OVERPAYMENT TAXES	801.56
INDEPENDENCE ABSTRACT TITLE 402 S. WHITE HORSE PIKE AUDUBON, N..J. 08106 BLOCK 1114 LOT 14 127 TIFFANY LANE OVERPAYMENT TAXES	966.96
FAIRLESS CREDIT UNION BOX 179 MORRISVILLE, PA 19067 BLOCK 803 LOT 8 27 ECHOHILL LANE OVERPAYMENT TAXES	755.91
WILLINGBORO TWP TAX REDEMPTION BLOCK 307 LOT 19 61 PRIMROSE LANE OVERPAYMENT TAXES	636.01
NORWEST ELECTRONIC TAX SERVICE 405 SW 5 TH STREET DES MOINES, IA 50309-9736 BLOCK 1202 LOT 120 24 FORESTVIEW PLACE OVERPAYMENT TAXES	861.85

RESOLUTION NO. 1999 - 140

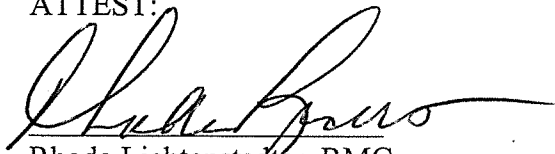
A RESOLUTION FOR APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR 2000

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2000, to provide services to our senior citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of November, 1999, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.


LAVONNE B. JOHNSON
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO RECREATION DEPARTMENT

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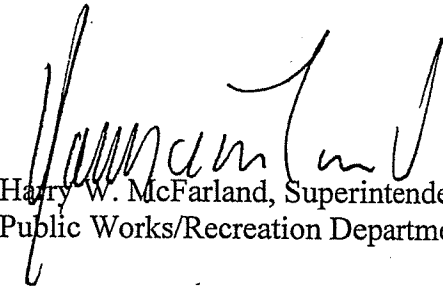
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November 2, 1999

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. McFARLAND, SUPERINTENDENT
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT RESOLUTION

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


Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/jcc
Att.

*11/3/99
Hoda
Please prepare
Resolution
Thank
u*


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

Phone: 609-871-5700

Fax: 609-871-6990

township of **Willingboro**

Memo To: Mr. Harry McFarland
Director/Recreation & Public Works Dept.

From: Rhoda Lichtenstadter 
Township Clerk

Date: November 12, 1999

Enclosed is a copy of Resolution No. 1999 – 140 for the application for
Community Development Block Grant Funds for 2000.

RL/eb

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

RESOLUTION NO. 1999 - 141

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

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

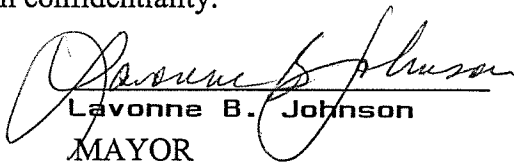
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

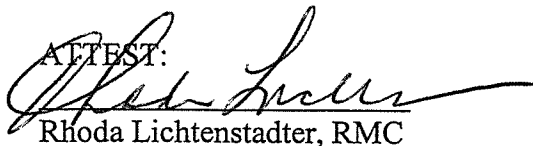
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/9, 1999, that an Executive Session closed to the public shall be held on 11/9, 1999, at 7:00 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.


Lavonne B. Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 142

A RESOLUTION AWARDDING A BID FOR
1999 CONCRETE REPAIR PROJECTS.

WHEREAS, the Township Council of the Township of Willingboro has
Requested that bids be submitted for 1999 Concrete Repairs Project; and

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

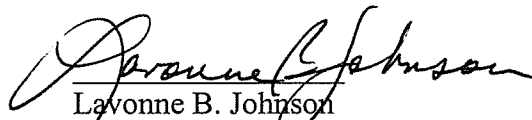
WHEREAS, it appears to be in the best interest of the Township to accept the
Bid of PARAMOUNT ENTERPRISES, INC., BELLMAWR, N.J.; and

WHEREAS, the bid of the above has 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 Certification,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 23rd day of November, 1999,
That the bid be accepted as per the attached recommendations of the Township Engineer.

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


Lavonne B. Johnson
MAYOR

ATTEST:

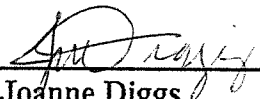
Rhoda Lichtenstadter, RMC
Township Clerk

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

Paramount Enterprises Inc.
Bellmawr, N.J. 1999 - Concrete Repair Project.

The money necessary to fund said contract is in the amount of \$ 77,130⁻ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0599 03 50,000 04 0598 02 27,130. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

Robert W. Lord, PE & LS, PP

November 8, 1999

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

Mr. Norton N. Bonaparte, Jr. & 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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Re: Recommendation of Award
1999 Concrete Repairs Project
Willingboro Township
LAWB File No. 99-39-33

Dear Mr. Bonaparte:

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 1999 Concrete Repairs Project. The tasks covered in the above referenced text have been authorized under 1999 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis with a Not-To-Exceed Value of \$77,730.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various concrete repairs involving concrete sidewalk, driveway apron, concrete curb and concrete handicapped ramp construction and rehabilitation throughout the Township of Willingboro. Contract documents were purchased directly from LAWB by five (5) vendors.

A. Scope of Work:

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

- Reconstruction of 4" Thick Concrete Sidewalk
- Reconstruction of 4" Thick Concrete Sidewalk with Gas Valves
- Reconstruction of 6" Thick Wire Reinforced Concrete Sidewalk
- Reconstruction of existing 6" Thick Wire Reinforced Driveway Aprons
- Reconstruction of existing 6" Thick Wire Reinforced Handicapped Ramps
- Reconstruction of Concrete Curb

Consultant
C. Kenneth Anderson, PE & LS, PP

Members of Council

November 8, 1999

Page 2

B. Bid Solicitation:

A solicitation notice was placed in the BCT for concrete repair work to be performed on various streets throughout the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on October 4, 1999.

All bids were due in the Township Clerk's Office no later than 10:00 AM on October 18, 1999. Four of 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:

- Paramount Enterprises, Inc.
- Robert T. Winzinger, Inc.
- A. Hamelman, Inc.
- Sullivan and Pigliacelli, 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.

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. Paramount Enterprises, Inc. submitted the low bid in the amount of \$77,730.00. A summary of the eight bids received is as follows:

Paramount Enterprises, Inc.	\$77,730.00
Robert T. Winzinger, Inc.	\$86,640.00
A. Hamelman, Inc.	\$98,465.00
Sullivan and Pigliacelli, Inc.	\$99,930.00

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 \$82,845.00. Only one of the bids submitted was lower than the LAWB Engineering estimate. One bid was 4.5% higher than the engineer's estimate. Two of the bids were within 1.5% of each other, but 17% higher than the Engineers estimate.

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

D. Responsibility

Paramount Enterprises has contracted with the Township of Willingboro within the past two years to complete the type of work specified in this contract. The work completed by Paramount Enterprises complied with the Specifications and there were no extraordinary problems related to their performance.

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.

Based on the fact that Paramount Enterprises has the experience specifically required, LAWB recommends that the contract be awarded to them. We would recommend the award of a fixed price construction type contract with Not - to - Exceed dollar obligation of \$77,730.00 to Paramount Enterprises, Inc. for the scope of work mentioned herein. Paramount Enterprises, Inc. submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

Members of Council
November 8, 1999
Page 4

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

A handwritten signature in cursive script that reads "Carl A. Turner".

Carl A. Turner, PE
Willingboro Township Engineer

CAT: CJB: cjb

Enclosure

cc: Rhoda Lichtenstadter, Township Clerk

99-39-33\Letters\Carl\Award Nov 8 (99)

ENGINEERS ESTIMATE AND BID TABULATION SHEET
1999 CONCRETE REPAIRS PROJECT
WILLINGBORO TOWNSHIP
LAWB FILE NO. 99-39-33
October 18, 1999 at 10:00 AM

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		Paramount Enterprises, Inc. P. O. Box 1505 Bellmawr, NJ 08031 428-2151		Robert T. Winzinger, Inc. 1704 Marne Highway Hainesport, NJ 08036 267-8600		A. Hamelman, Inc. P. O. Box 91 Palmyra, NJ 08065 829-8989		Sullivan & Pigliacelli, Inc. 556 Roberts Avenue Bellmawr, NJ 08031-1405 933-0055	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Reconstruct 4" Concrete Sidewalk	630	SY	\$45.00	\$28,350.00	\$41.00	\$25,830.00	\$38.00	\$23,940.00	\$54.00	\$34,020.00	\$46.00	\$28,980.00
2	Reconstruct 4" Sidewalk with Gas Valve	100	SY	\$45.00	\$4,500.00	\$41.00	\$4,100.00	\$40.00	\$4,000.00	\$63.00	\$6,300.00	\$50.00	\$5,000.00
3	Reconstruct 6" Sidewalk	150	SY	\$53.00	\$7,950.00	\$46.00	\$6,900.00	\$50.00	\$7,500.00	\$63.00	\$9,450.00	\$70.00	\$10,500.00
4	Reconstruct 6" R. C. Drive Apron	200	SY	\$53.00	\$10,600.00	\$46.00	\$9,200.00	\$50.00	\$10,000.00	\$54.00	\$10,800.00	\$70.00	\$14,000.00
5	6" Reinforced Concrete Handicapped Ramps	315	SY	\$53.00	\$16,695.00	\$50.00	\$15,750.00	\$50.00	\$15,750.00	\$63.00	\$19,845.00	\$70.00	\$22,050.00
6	Concrete Curb	700	LF	\$20.00	\$14,000.00	\$21.00	\$14,700.00	\$31.00	\$21,700.00	\$24.00	\$16,800.00	\$26.00	\$18,200.00
7	Dense Graded Aggregate	50	CY	\$15.00	\$750.00	\$25.00	\$1,250.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$24.00	\$1,200.00
					\$82,845.00		\$77,730.00		\$86,640.00		\$98,465.00		\$99,930.00

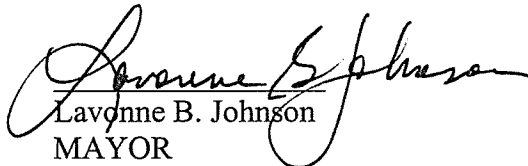
RESOLUTION NO. 1999 – 143

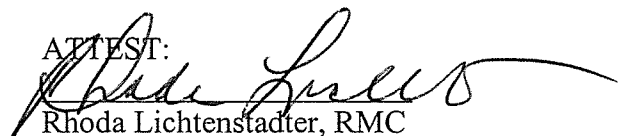
A RESOLUTION AUTHORIZING AN APPLICATION
TO RECEIVE MONEY UNDER HIGHWAY SAFETY
GRANT PROGRAM.

WHEREAS, there are monies available under the Highway Safety Grant with
The New Jersey Division of Highway Traffic for Holiday Safety Enforcement Campaign;
And

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 23rd day of November, 1999,
That the Mayor and Clerk are hereby authorized to execute and sign any and all
Documents in order to effectuate the receipt of the Grant monies between the
Township of Willingboro and the New Jersey Division of Highway Traffic for the
Holiday Safety Enforcement Campaign in an amount not to exceed \$8,000, said
Program to run through the year 2000.


Lavonne B. Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk



143
TO
COUNCIL
FOR
ACTION

State of New Jersey

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

CHRISTINE TODD WHITMAN
Governor

JOHN J. FARMER, JR.
Attorney General

COL. PETER J. O'HAGAN
USMCR Ret.
Director
Governor's Representative

October 15, 1999

Director Benjamin C. Braxton
Willingboro Twp. Police Dept.
Salem Road
Willingboro, NJ 08048

Dear Director Braxton:

I would like to invite your department to participate in an innovative program to be funded by my division during four major holidays throughout 2000. Our plan is to involve approximately 25 select police agencies who will deploy several patrol officers on an overtime basis during Christmas, Memorial Day, Fourth of July, and Labor Day.

Without going into all of the specifics of this Holiday Safety Enforcement Campaign, I am asking you to contact John N. Osvai of my staff at 609-633-9093 to confirm your willingness to participate and have an application sent to you.

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

Sincerely,

Colonel Peter J. O'Hagan
Director

PJO/eo



HOLIDAY SAFETY ENFORCEMENT PROJECTS

IMPORTANT INFORMATION AND GUIDELINES FOR PROJECT DIRECTORS

- ** ALL OFFICERS, REGARDLESS OF RANK, MUST BE PAID A FLAT RATE OF \$40.00 PER HOUR OF OVERTIME WHILE WORKING ON THE PROJECT. NO MORE, NO LESS. (IF THEY EARN MORE, YOUR BUDGET MUST PAY THE DIFFERENCE)**
- ** WE PREFER THAT DEPARTMENTS SCHEDULE 5 OFFICERS PER SHIFT WITH 5 HOUR SHIFTS ON 2 DIFFERENT DAYS DURING HOLIDAY PERIODS BUT THIS IS VERY FLEXIBLE. SPEAK TO YOUR PROJECT ADVISOR FOR GUIDANCE ON THIS IF OUR SCHEDULE IS NOT WORKABLE IN YOUR DEPARTMENT.**
- ** WE DO ASK THAT THE TOTAL PROJECT DOLLAR AMOUNT DOES NOT EXCEED \$8,000.00 OR \$2,000.00 PER HOLIDAY.**
- ** REMEMBER YOU WANT TO GIVE THE PUBLIC THE PERCEPTION THAT MANY MORE OFFICERS ARE ON DUTY SO MARKED VEHICLES ARE A MUST.**
- ** THE DEPARTMENT SELECTS THE LOCATIONS WHERE MOST OF THE EXTRA PATROL ACTIVITY WILL CONCENTRATE.**
- ** REMEMBER THIS IS AN ENFORCEMENT PROJECT.... WE DO NOT BY ANY MEANS ASK YOU TO ISSUE A SET AMOUNT OF CITATIONS BUT WE DO EXPECT OFFICERS TO ISSUE SUMMONSES DURING THEIR PATROL TIMES.**
- ** EACH OFFICER WILL COMPLETE A DAILY ACTIVITY REPORT FOR EACH SHIFT WORKED COUNTERSIGNED BY THE SUPERVISOR.**
- ** WE CANNOT PAY FOR ADMINISTRATIVE COSTS, SUPERVISION OF OFFICERS ASSIGNED TO THE SPECIAL DETAILS, ETC. ALL EXPENSES INCIDENTAL TO THE ACTUAL SALARY FOR THE OFFICERS ARE THE CONTRIBUTION OF THE MUNICIPALITY/COUNTY.**
- ** WE WOULD REALLY LIKE TO SEE A FORMAL PRESS CONFERENCE HELD AT POLICE HEADQUARTERS OR CITY HALL. AREA NEWSPAPERS, RADIO, AND TELEVISION STATIONS (CABLE TV?) SHOULD BE INVITED TO HELP ADVERTISE THE SPECIAL HOLIDAY SAFETY CAMPAIGN.**
- ** THE DHTS FISCAL SECTION WILL PROVIDE SAMPLES OF THE FORMS THAT MUST BE SUBMITTED FOR REIMBURSEMENT.**



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY

P.O. Box 048
TRENTON, NJ 08625-0048

CHRISTINE TODD WHITMAN
Governor

*John
to
NB 11/12
for 11/23*

JOHN J. FARMER, JR.
Attorney General

COL. PETER J. O'HAGAN
USMCR Ret.
Director
Governor's Representative

October 15, 1999

Director Benjamin C. Braxton
Willingboro Twp. Police Dept.
Salem Road
Willingboro, NJ 08048

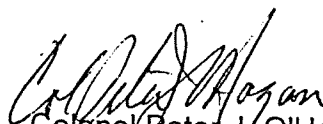
Dear Director Braxton:

I would like to invite your department to participate in an innovative program to be funded by my division during four major holidays throughout 2000. Our plan is to involve approximately 25 select police agencies who will deploy several patrol officers on an overtime basis during Christmas, Memorial Day, Fourth of July, and Labor Day.

Without going into all of the specifics of this Holiday Safety Enforcement Campaign, I am asking you to contact John N. Osvai of my staff at 609-633-9093 to confirm your willingness to participate and have an application sent to you.

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

Sincerely,


Colonel Peter J. O'Hagan
Director

PJO/eo

HOLIDAY SAFETY ENFORCEMENT PROJECTS

IMPORTANT INFORMATION AND GUIDELINES FOR PROJECT DIRECTORS

- * * ALL OFFICERS, REGARDLESS OF RANK, MUST BE PAID A FLAT RATE OF \$40.00 PER HOUR OF OVERTIME WHILE WORKING ON THE PROJECT. NO MORE, NO LESS. (IF THEY EARN MORE, YOUR BUDGET MUST PAY THE DIFFERENCE)
- ** WE PREFER THAT DEPARTMENTS SCHEDULE 5 OFFICERS PER SHIFT WITH 5 HOUR SHIFTS ON 2 DIFFERENT DAYS DURING HOLIDAY PERIODS BUT THIS IS VERY FLEXIBLE. SPEAK TO YOUR PROJECT ADVISOR FOR GUIDANCE ON THIS IF OUR SCHEDULE IS NOT WORKABLE IN YOUR DEPARTMENT.
- ** WE DO ASK THAT THE TOTAL PROJECT DOLLAR AMOUNT DOES NOT EXCEED \$8,000.00 OR \$2,000.00 PER HOLIDAY.
- ** REMEMBER YOU WANT TO GIVE THE PUBLIC THE PERCEPTION THAT MANY MORE OFFICERS ARE ON DUTY SO MARKED VEHICLES ARE A MUST.
- ** THE DEPARTMENT SELECTS THE LOCATIONS WHERE MOST OF THE EXTRA PATROL ACTIVITY WILL CONCENTRATE.
- ** REMEMBER THIS IS AN ENFORCEMENT PROJECT....WE DO NOT BY ANY MEANS ASK YOU TO ISSUE A SET AMOUNT OF CITATIONS BUT WE DO EXPECT OFFICERS TO ISSUE SUMMONSES DURING THEIR PATROL TIMES.
- ** EACH OFFICER WILL COMPLETE A DAILY ACTIVITY REPORT FOR EACH SHIFT WORKED COUNTERSIGNED BY THE SUPERVISOR.
- ** WE CANNOT PAY FOR ADMINISTRATIVE COSTS, SUPERVISION OF OFFICERS ASSIGNED TO THE SPECIAL DETAILS, ETC. ALL EXPENSES INCIDENTAL TO THE ACTUAL SALARY FOR THE OFFICERS ARE THE CONTRIBUTION OF THE MUNICIPALITY/COUNTY.
- ** WE WOULD REALLY LIKE TO SEE A FORMAL PRESS CONFERENCE HELD AT POLICE HEADQUARTERS OR CITY HALL. AREA NEWSPAPERS, RADIO, AND TELEVISION STATIONS (CABLE TV?) SHOULD BE INVITED TO HELP ADVERTISE THE SPECIAL HOLIDAY SAFETY CAMPAIGN.
- ** THE DHTS FISCAL SECTION WILL PROVIDE SAMPLES OF THE FORMS THAT MUST BE SUBMITTED FOR REIMBURSEMENT.



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY

P.O. Box 048

TRENTON, NJ 08625-0048

CHRISTINE TODD WHITMAN
Governor

JOHN J. FARMER, JR.
Attorney General

COL. PETER J. O'HAGAN
USMCR Ret.
Director
Governor's Representative

November 1 1999

Mr Norton Bonaparte Jr
Willingboro Township Manager
1 Salem Road
Willingboro NJ 08046

Dear Mr Bonaparte:

RE: PT00-57-02-09

I am pleased to advise you that your application for funding of the **Holiday Safety Enforcement Campaign** grant has been approved. A signed copy of the agreement is enclosed for your records, as well as general provisions applicable to all Division of Highway Traffic Safety Projects.

The personnel of this Division look forward to the success of this project in improving highway traffic safety and are prepared to assist you in any way. Program liaison will remain with John Osvai, and financial questions may be addressed to Ms. Paulette Ayres, in our accounting section.

Thank you for your interest and contributions to making New Jersey a safer state.

Sincerely,

Col Peter J O'Hagan
Director

tct

Enclosures

NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT	FOR DHTS USE ONLY	
	PSP#: PT00-157	STANDARD: Section 157
	TASK #: 2	PROGRAM AREA: PTS
	PROJECT #: PT00-57-02-09	DATE RECEIVED:

PART I GENERAL INFORMATION

A. PROJECT TITLE <u>HOLIDAY ENFORCEMENT CAMPAIGN</u>	B. TYPE OF APPLICATION <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION <input type="checkbox"/> CONT. <input type="checkbox"/> YEAR 1 <input type="checkbox"/> YEAR 2 <input type="checkbox"/> YEAR 3
C. NAME OF PROJECT CONTACT <u>LT. BRIAN CANTWELL</u>	D. NAME OF APPLICANT AGENCY WILLINGBORO TOWNSHIP POLICE DEPT.
E. TELEPHONE NUMBER (OF C.) (609) 877-2200 ext. 6264	F. ADDRESS 1 Salem Road Willingboro N.J. 08046
G. FAX NUMBER (609) 835-0938	
H. FEDERAL TAX ID #	

I. TYPE OF GOVERNMENTAL UNIT
 _____ STATE _____ COUNTY XX CITY _____ OTHER Township

J. GRANT PERIOD FROM: 10/1/99 TO: 10/31/2000	K. PROJECT PERIOD FROM: 10/1/99 TO: 9/30/2000
--	---

BUDGET (Please complete pages 4 & 5)

A. COST CATEGORY	PROJECT PERIOD	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVICES	8,000.00	0	8,000.00
(B) CONTRACTUAL SVS.			
(C) COMMODITIES			
(D) OTHER DIRECT COSTS			
(E) INDIRECT COSTS			
TOTAL ESTIMATED COSTS (Including Non-Federal Share)	8,000.00	0	8,000.00

B. SOURCE OF FUNDS

(1) FEDERAL	(2) STATE	(3) POLITICAL SUBDIVISION	(4) OTHER	TOTAL
\$ 8,000.00				\$ 8,000.00

PART II ACCEPTANCE OF CONDITIONS


This application is approved for federal fiscal year 2000 and authorization to proceed with this highway safety project is granted subject to the State and Federal laws and regulations applicable to the New Jersey Division of Highway Traffic Safety and the conditions stated below:

1. Unless otherwise directed, applicants must submit quarterly reports to the DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the DHTS no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the DHTS within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.
2. Applicants making purchases or entering into contracts as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.
3. All out-of-state travel must have prior approval of the Division of Highway Traffic Safety. Requests for approval should be submitted to the DHTS at least forty-five (45) days prior to the intended date of travel.
4. Applicants shall account for program income. Program income earned during the contract period shall be retained by the applicant and added to the funds committed to the project by the DHTS and used to further eligible program objectives.
5. Local government applications must complete a local government resolution.
6. Any reports, publications, etc., developed using funds from this contract must be approved by the DHTS prior to their release.
7. Any printed material must contain the name of the Division of Highway Traffic Safety.
8. Prior approval is required for changes to project scope, objectives, or budget.
9. No equipment purchased under an approved DHTS grant will be conveyed, sold, salvaged, or transferred without written approval from the DHTS.
10. All provisions outlined in the DHTS's uniform requirements for the administration's reporting of expenditures will be adhered to.
11. Policies and procedures of the following will be, if applicable, adhered to:
 - 49 CFR Part 18 - DOT Implementation of Common Grant Rule, CFR Title 23 - Part 1200 - Uniform Procedures for SHSP, OMB Circular A-87, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.

PART III SIGNATURES

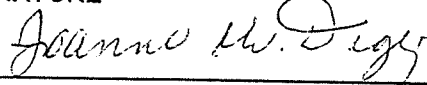
PROJECT DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME BRIAN CANTWELL	TITLE Lieutenant of Police	TELEPHONE NUMBER (609)877-2200 X-6264 FAX-835-0938
------------------------	----------------------------------	--

SIGNATURE 	ADDRESS 1 Salem Road Willingboro, N.J. 08046
--	--


FINANCIAL DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME JOANNE DIGGS	TITLE Finance Director	TELEPHONE NUMBER (609)877-2200 ext. 6211
----------------------	---------------------------	--

SIGNATURE 	ADDRESS 1 Salem Road Willingboro, N.J. 08046
--	--

AUTHORIZING OFFICIAL OF GOVERNMENTAL AGENCY (Read Part II before signing)

NAME NORTON BONAPARTE JR.	TITLE Township Manager	TELEPHONE NUMBER (609) 877-2200 ext. 6201
------------------------------	---------------------------	---

SIGNATURE 	ADDRESS 1 Salem Rd. Willingboro N.J. 08046
--	--

COUNTY CTSP (Where Applicable)

NAME	SIGNATURE
------	-----------

APPROVAL INFORMATION (FOR DHTS USE ONLY)

APPROVAL DATE 1/6/00	SIGNATURE 	TITLE Director
-------------------------	---	-------------------

PROBLEM STATEMENT:

Driving safely on New Jersey roadways should be everyone's goal at all times. Because of the positive growth of the State's economy, good employment opportunities and our location as a corridor state on the eastern seaboard, safe travel is at times difficult to accomplish. Over the past 20 years, the number of licensed drivers in New Jersey has increased by 12 percent to 5.4 million, and the yearly total of vehicle miles traveled has increased by 18 percent to 61 billion driven. However, the number of public roadway miles has only increased by eight percent to 35,922 miles in the state. The increased density of vehicles on our roads, coupled with daily stress, has increased the probability of vehicle conflicts and changed driver attitudes towards safe driving.

These crowded roads will be burdened even more during major holidays this coming year due to families traveling to visit and vacation, and businesses promoting products and delivering goods. Drivers operating their vehicles aggressively and holiday celebrators drinking and driving certainly need to be eliminated from the roads. These poor driving behaviors only add to the potential for motor vehicle crashes.

PROJECT DESCRIPTION:

The Willingboro Twp. Police Department will provide extra officers on overtime patrols for each of the four (4) following holiday time periods: Christmas/New Years, Memorial Day, Fourth of July and Labor Day. These officers will work as roving patrols (not check points) looking for DUI, speeders, traffic control device infractions, unbelted passengers (including child seat violators), following too closely, lane change infractions, and other dangerous driving behaviors.

All daily and weekly newspapers as well as radio and television stations will be contacted so press coverage for the area is as complete as possible. Brochures and giveaways for drivers stopped will be available through the Division of Highway Traffic Safety. A press conference and/or a formal press release will be arranged by each participant prior to each holiday.

Marked cars will be used for all patrols to get a high public perception of police presence. Participating police departments must assure the division that they will have enough officers to work these holiday hours to impact on public perception about the increased number of patrols on the roads. Officers assigned to these additional holiday patrols will diligently seek out DUI and all other obvious violators of Title 39 of the revised statutes.

OBJECTIVES:

Provide an enhanced and noticeable police presence during specified holiday seasons.

Conduct a formal press conference, or issue a press release, advising citizens and visitors to the community that extra police will be on the streets and roadways to help assure a safe holiday season.

Assign officers to patrol high crash areas of the municipality and issue summonses to violators of Title 39 R.S. with an emphasis on hazardous violations and unsafe driving behavior.

To diligently seek out offenders of the DUI statutes.

To issue summonses (as a secondary offense) for non-use of seat belts and for improper or no use of child restraint seats (as a primary).

PERFORMANCE INDICATORS:

An increase in the number of traffic summonses throughout the holiday periods.

MILESTONES:

At the close of each identified holiday period, statistics will be analyzed for cost effectiveness.

EVALUATION:

The project will be monitored and evaluated by a DHTS program advisor.

REPORTING REQUIREMENTS:

The project director will submit project activity forms, provided by DHTS, within two weeks after the close of each holiday. In addition, each officer who works the project overtime will complete a DHTS activity report which will also be sent to the DHTS project advisor. In addition to the aforementioned reports, the DHTS fiscal section, who ultimately approves reimbursement for project activity, will provide special forms to be submitted with a State of New Jersey Payment Voucher.

RESOLUTION NO. 1999- 144

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

WHEREAS, there are other 1999 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

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

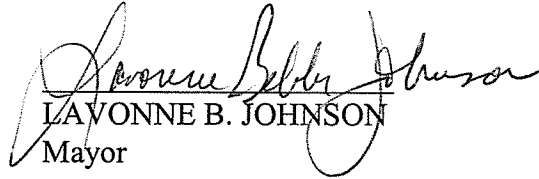
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of November, 1999, that the following transfers be made:

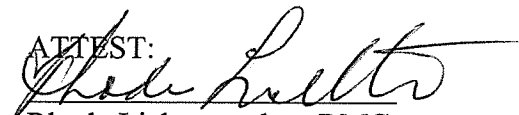
		<u>Explanation</u>	
<u>FROM:</u>			
09 Other Insurance	OE	46,000	
38 Building Account	OE	104,400	
07 Tax Assessor	SW	12,000	
51 Public Events	SW	32,000	
10 Legal	OE	40,000	
21 Fire Department	OE	15,000	
		<u>249,400</u>	
 <u>TO:</u>			
03 Clerk	SW	1,500	Planning & Zoning Sec. Insuff.
08 Insurance Buyback	SW	4,500	Expenditures exceeded budget
10 Legal	SW	400	“ “ “
11 Court	SW	3,000	Overtime & Sick Leave incentive
14 Construction	SW	1,200	Expenditures exceeded budget
15 Fire Safety	SW	200	“ “ “
16 Housing Inspection	SW	2,000	“ “ “
18 Electric & Plumbing	SW	1,500	“ “ “
35 Public Works Adm.	SW	1,000	Sick Leave Incentive not budgeted
47 Public Assistance	SW	600	Under budgeted for part-time Clerk
50 Recreation	SW	14,000	Expenditures Exceeded budget
04 Clerk	OE	1,000	Expend. for temp serv. Not budgeted
04 Telephone	OE	17,000	Under bud for tel Equip Main & Ins.
08 Health Insurance	OE	72,000	Expenditures exceeded budget
40 Landfill Costs	OE	42,000	“ “ “
50 Recreation	OE	25,000	Unanticipated costs for fire works
63 Social Security	OE	62,500	
		<u>249,400</u>	

Page 2

RES. NO. 1999 – 143 cont'd.

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

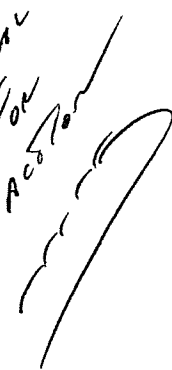

LAVONNE B. JOHNSON
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP


INTEROFFICE MEMO

*To
Council
For
Action*



DATE: November 23, 1999

TO: Mr. Norton Bonaparte

FROM: Joanne G. Diggs 

SUBJECT: 1999 Budget Transfers

Attached are the Budget Transfers needed for the 1999 Budget.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter

RESOLUTION NO.

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

WHEREAS, there are other 1999 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

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

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

			<u>Explanation</u>	
FROM:				
09	Other Insurance	OE	46,000	
38	Building Account	OE	104,400	
07	Tax Assessor	SW	12,000	
51	Public Events	SW	32,000	
10	Legal	OE	40,000	
21	Fire Department	OE	15,000	
			<hr/>	
			249,400	
TO:				
03	Clerk	SW	1,500	Planning and Zoning Secretary insufficient
08	Insurance Buyback	SW	4,500	Expenditures Exceeded Budget
10	Legal	SW	400	Expenditures Exceeded Budget
11	Court	SW	3,000	Overtime and Sick Leave Incentive
14	Construction	SW	1,200	Expenditures Exceeded Budget
15	Fire Safety	SW	200	Expenditures Exceeded Budget
16	Housing Inspection	SW	2,000	Expenditures Exceeded Budget
18	Electric and Plumbing	SW	1,500	Expenditures Exceeded Budget
35	Public Works Adm.	SW	1,000	Sick Leave Incentive not Budgeted
47	Public Assistance	SW	600	Under Budgeted for Part-time Clerk
50	Recreation	SW	14,000	Expenditures Exceeded Budget
04	Clerk	OE	1,000	Expenditures for temporary services not budgeted
04	Telephone	OE	17,000	Under Budget for Tele., Equip Maint and Equip Ins.
08	Health Insurance	OE	72,000	Expenditures Exceeded Budget
40	Landfill Cost	OE	42,000	Expenditures Exceeded Budget
50	Recreation	OE	25,000	Unanticipated Cost for Fire Works
63	Social Security	OE	62,500	
			<hr/>	
			249,400	

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

ATTEST:

Lavonne Bebler Johnson, Mayor

Rhoda Lichtenstadter, Twp. Clerk

RESOLUTION NO. 1999 - 145

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO AUTHORIZING AN
EMERGENCY APPROPRIATION FOR BOND ORDINANCE
DOWN PAYMENT.

WHEREAS, an emergency has arisen with respect to providing for a down payment for a bond ordinance to undertake various renovations and reconstruction of the Municipal Library, as well as infrastructure improvements to the Willingboro Town Center located on Rt. 130 in the Township; and

WHEREAS, no adequate provision was made in the 1999 budget for the aforesaid purpose, and N.J.S.A. 40A4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

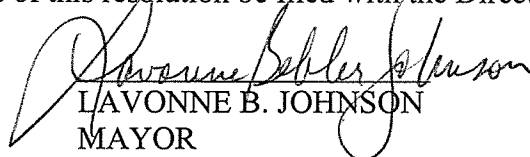
WHEREAS, the total amount of emergency appropriation created, including the appropriation to be created by this resolution, is \$350,000 and is less than 3% of \$22,356,800, or the total operating appropriations in the budget for the year 1999,

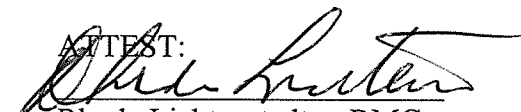
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey, assembled in public session this 30th day of November, 1999, not less than 2/3 of all the members thereof affirmatively concurring, in accordance with NJSA 40A:4-48, as follows:

Section 1. That an emergency appropriation be and the same is hereby made for a down payment to fund a bond ordinance to undertake various renovations and reconstruction of the library, as well as infrastructure improvements to the Willingboro Town Center in the amount of \$350,000.

Section 2. That said emergency appropriation shall be provided for in full in the 2000 budget.

Section 3. That certified copies of this resolution be filed with the Director of Local Government Services.


LAVONNE B. JOHNSON
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.

December 1, 1999

Director, Division of Local Government Services

CN 803

Trenton, New Jersey 08625

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 1999- 145, and two (2) certified copies of Resolution No. 1999 – 146, adopted by Willingboro Township Council at their meeting of November 30, 1999.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

rl

Encs.

RESOLUTION NO. 1999 – 146

A RESOLUTION TO AMEND CAPITAL BUDGET

WHEREAS, the Township Council of the Township of Willingboro, County of Burlington desires to amend the 1999 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 the capital budget.

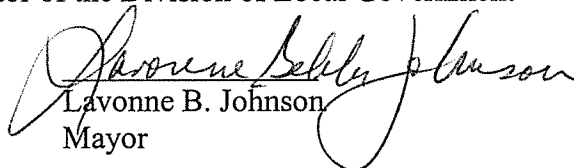
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of November, 1999, that the following changes be made to the Capital Budget of the year 1999.


AMENDMENT TO CAPITAL BUDGET
OF THE TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON, NEW JERSEY

Project Schedule for 1999
Method of Financing

PROJECT	ESTIMATED COST	DOWN PAYMENT ON IMPROVEMENT	DEBT AUTH
Municipal Library Reconstruction	\$5,000,000.00	\$250,000.00	\$4,750,000
Infrastructure and Roadway Impr. To Willingboro Town Cen.	\$2,000,000.00	\$100,000.00	1,900.000

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.


Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION TO AMEND CAPITAL BUDGET

WHEREAS, the Township Council of the Township of Willingboro, County of Burlington desires to amend the 1999 Capital Budget by inserting thereon or correcting the items therein as shown in such budget for the following reasons:

Adding a new projects which was not anticipated at the time of adoption of the capital budget.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following changes be made to the Capital Budget of the year 1999:

**AMENDMENT TO
CAPITAL BUDGET OF THE
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON, NEW JERSEY**
Project Schedule for 1999
Method of Financing

<u>PROJECT</u>	<u>ESTIMATED COST</u>	<u>DOWN PAY- MENT ON IMPROVEMENTS</u>	<u>DEBT AUTHORIZED</u>
Municipal Library Reconstruction	\$5,000,000.00	\$250,000.00	\$4,750,000.00
Infrastructure and Roadway Improvements to Willingboro Town Center	2,000,000.00	100,000.00	1,900,000.00

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 30th day of November, 1999.

Certified by me:

DATE

CLERK

Trenton, New Jersey

Approved _____, 19__

DIRECTOR, DIVISION OF LOCAL GOVERNMENT SERVICES



Certified Public Accountants & Consultants
601 White Horse Road
Voorhees, NJ 08043-2493
(809)435-6200
Fax: (809)435-0440
E-Mail cpas@bowmanllp.com
www.bowmanllp.com

Members of:
American Institute of CPA's
New Jersey Society of CPA's

FACSIMILE TRANSMITTAL FORM

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Rhoda Lichtenthafer

FIRM: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: 1-609-834-0782

FROM: Steve Ryan

ADMINISTRATIVE CONTACT: _____

TOTAL # OF PAGES (INCLUDING THIS PAGE): 2

DATE TRANSMITTED: _____

TIME TRANSMITTED: _____

SUBJECT: Capital Riset Amendment

COMMENTS: _____

CONFIDENTIALITY NOTE

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RESOLUTION TO AMEND CAPITAL BUDGET

WHEREAS, the Township Council of the Township of Willingboro, County of Burlington desires to amend the 1999 Capital Budget by inserting thereon or correcting the items therein as shown in such budget for the following reasons:

Adding a new projects which was not anticipated at the time of adoption of the capital budget.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following changes be made to the Capital Budget of the year 1999:

**AMENDMENT TO
CAPITAL BUDGET OF THE
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON, NEW JERSEY
Project Schedule for 1999
Method of Financing**

<u>PROJECT</u>	<u>ESTIMATED COST</u>	<u>DOWN PAY- MENT ON IMPROVEMENTS</u>	<u>DEBT AUTHORIZED</u>
Municipal Library Reconstruction	\$5,000,000.00	\$250,000.00	\$4,750,000.00
Infrastructure and Roadway Improvements to Willingboro Town Center	2,000,000.00	100,000.00	1,900,000.00

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 30th day of November, 1999.

Certified by me:

DATE

CLERK

Trenton, New Jersey

Approved _____, 19__

DIRECTOR, DIVISION OF LOCAL GOVERNMENT SERVICES

RESOLUTION NO. 1999-147

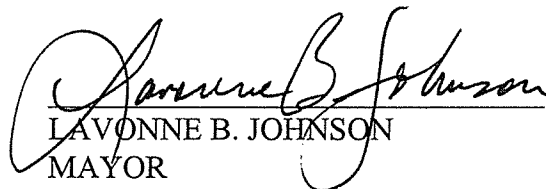
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of December, 1999, 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.


LAVONNE B. JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

GARDEN STATE ABSTRACT 329.41
112J CENTRE BOULEVARD
MARLTON, N.J. 08053
BLOCK 421
LOT 26
19 CLEARWATER DRIVE
OVERPAYMENT TAXES

WILLIAM & LILY GOON 1186.48
8 CRESTVIEW COURT
BLOCK 413
LOT 14
8 CRESTVIEW COURT
OVERPAYMENT TAXES

THERESA MOFFETT 50.00
22 GOODWIN LANE
BLOCK 735
LOT 20
22 GOODWIN LANE
VETERAN DEDUCTION

THOMAS MALONEY 50.00
20 EAST LANE
BLOCK 806
LOT 6
20 EAST LANE
VETERAN DEDUCTION

RESOLUTION NO. 1999 - 148

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

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

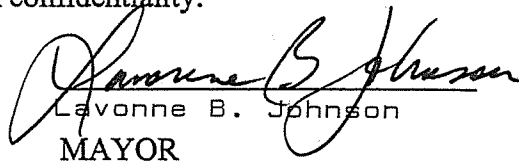
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

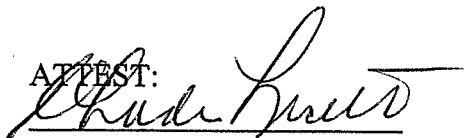
- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/7, 1999, that an Executive Session closed to the public shall be held on 12/7, 1999, 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.


Lavonne B. Johnson
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999-150

A RESOLUTION TO CANCEL TAXES

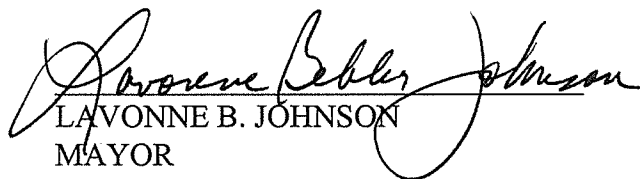
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes as follows:

Year	Block/Lot/Qual	Assessed To	Amount
1999	20.01/16	Gerd Kreckel	291.33
1998	536/34	Salt & Light	2,521.62
1998	213/17	Salt & Light	2,596.07
1998	310/10	Salt & Light	2,541.05
1998	501/46/C500	Henkels & McCoy	7,909.12
1999	501/46/C500	Henkels & McCoy	380.35
1999	512/1	Paragon Uniforms	38.35

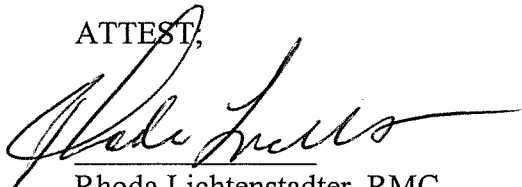
WHEREAS, the above taxes were canceled by the Tax Assessor after the preliminary billing or erroneously assessed.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 1999, 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.


LAVONNE B. JOHNSON
MAYOR

ATTEST,



Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: December 7, 1999

TO: Mr. Norton Bonaparte

FROM: Joanne G. Diggs 

SUBJECT: Cancel Taxes

The attached resolution is to cancel taxes on several properties. We were instructed to do so by Mr. Kearns in the case of Salt & Light and by Bill Tatum in the other cases.

C. Rhoda Lichtenstadter 

RESOLUTION TO CANCEL TAXES

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

<u>Year</u>	<u>Block/Lot/Qual</u>	<u>Assessed To</u>	<u>Amount</u>
1999	20.01/16	Gerd Kreckel	291.33
1998	536/34	Salt & Light	2,521.62
1998	213/17	Salt & Light	2,596.07
1998	310/10	Salt & Light	2,541.05
1998	501/46/C500	Henkels & Mccoy/WBE	7,909.12
1999	501/46/C500	Henkels & Mccoy/WBE	380.35
1999	512/1	Paragon Uniforms	38.35

AND WHEREAS, The above taxes were canceled by the Tax Assessor after the preliminary billing or erroneously assessed

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this _____ day of _____, 1999, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-91.1 and 91.2; and,

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

RESOLUTION NO. 1999- 151

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

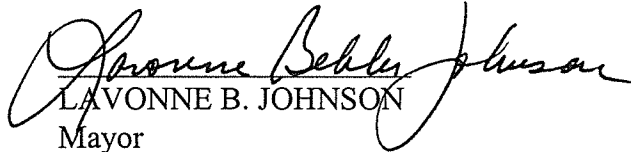
WHEREAS, there are other 1999 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

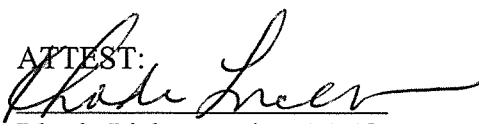
WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that have unexpended balances to those accounts which have insufficient balances:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st of December , 1999, that the following transfers be made:

			<u>Explanation</u>
<u>FROM:</u>			
06 Tax Collection	SW	4,000	
21 Fire Department	SW	7,000	
37 Snow Removal	SW	4,000	
38 Building and Grounds	SW	23,000	
51 Public Events	SW	5,000	
08 Health Insurance	OE	37,000	
21 Fire Department	OE	20,000	
38 Buildings and Grounds	OE	5,476	
			\$105,476
<u>TO:</u>			
36 Roads	SW	2,076	
50 Recreation	SW	9,800	
71 Police	SW	21,000	
18 Code Enforcement	OE	2,600	
40 Landfill	OE	25,000	
71 Police	OE	6,000	
63 Social Security	OE	39,000	
			\$105,476

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


LAVONNE B. JOHNSON
Mayor


ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO


DATE: December 16, 1999

TO: Mr. Norton Bonaparte

FROM: Joanne G. Diggs 

SUBJECT: Budget Transfers

As the year is drawing to a close we find that there are additional accounts that need budget transfers to get through without going over budget. Please contact me if there are any questions.

C. Rhoda Lichtenstadter 

RESOLUTION NO.

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

WHEREAS, there are other 1999 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

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

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

			<u>Explanation</u>
FROM:			
06 Tax Collection	SW	4,000	
21 Fire Department	SW	7,000	
37 Snow Removal	SW	4,000	
38 Building and Grounds	SW	23,000	
51 Public Events	SW	5,000	
08 Health Insurance	OE	37,000	
21 Fire Department	OE	20,000	
38 Building and Grounds	OE	5,476	
			\$105,476
TO:			
36 Roads and Streets	SW	2,076	
50 Recreation	SW	9,800	
71 Police	SW	21,000	
18 Code Enforcement	OE	2,600	
40 Landfill	OE	25,000	
71 Police	OE	6,000	
63 Social Security	OE	39,000	\$105,476

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

ATTEST:

Lavonne Bebler Johnson, Mayor

Rhoda Lichtenstadter, Twp. Clerk

RESOLUTION NO. 1999 - 152

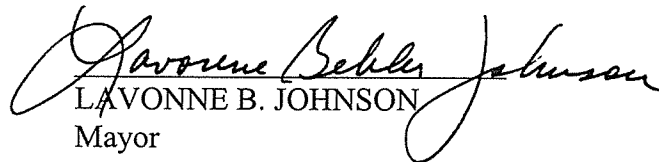
WHEREAS, Willingboro Township Council, by Resolution No.1999- 60, awarded a bid to Alper Enterprises, Inc., Moorestown, N.J. for the replacement of the roof at the Emergency Services Building, in the amount of \$133,000; and

WHEREAS, the Engineer has submitted a change Order No. 1 for the referenced project for an increase of 4.7% to adjust to as-built quantities, bringing the total amount of the contract to \$139,487.73, in accordance with the engineer's letter dated December 17, 1999; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 1999, that the above change order be approved.,

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.


LAVONNE B. JOHNSON
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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

COUNCIL MEMBERS

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

December 22, 1999

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

Dear Mr. Turner:

In accordance with your instructions, enclosed please find a copy of the change order resolution adopted by Township Council at their meeting of December 21, 1999 (Res. No. 1999 – 152).

Also enclosed, are three copies (3) of the signed change order. Please return an executed one to me for my files.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Encs.

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

ALPER ENTERPRISES LLC.

The money necessary to fund said contract is in the amount of \$ 6,487.13 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0598- 310. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



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

December 17, 1999

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

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CM **Craig Alper, President**
Alper Enterprises, Inc.
530 Kings Highway
Moorestown, NJ 08057-2602

Thomas J. Miller, PE & PP, CME

Jeffrey S. Richter, PE & PP

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Gerald J. DeFelicis, Jr., CLA

Patrick Duffy, PE

Gordon L. Lenher, LS

Fheresa C. McGettigan, CLP

Edwin R. Ruble, LS

Surbachan Sethi, PE

Jary Zube, LS

Consultant

L. Kenneth Anderson, PE & LS, PP

Re: Change Order no. 1
Emergency Services Building Roof Replacement
Willingboro Township
LAWB File No. 99-39-15.06

Dear Mr. Alper:

Enclosed for your execution please find three (3) original copies of Change Order numbered 1 for the referenced project. The Change Order increases your contract by 4.7% to adjust for as-built quantities and supplemental items. Please sign and return all three copies. A file copy will be returned for your records when it has been fully executed.

I am also enclosing herewith a blank voucher form. Please sign where indicated and return it with the Change Order copies so that a payment certification can be processed. Please provide a two (2) year water tightness guarantee for materials and labor, in addition to another technical manual.

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

CAT: dac

Enclosures

Cc: Norton N. Bonaparte, Jr. -- Township Manager
99-39-15.06\LTRS\CATALPER-CO1-D17.DOC (99)

RESOLUTION NO. 1999 -153

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

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

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

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

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

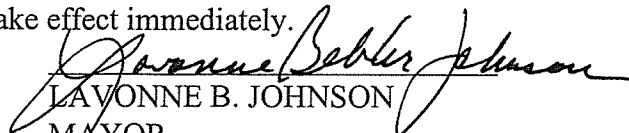
WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 21ST day of December, 1999, as follows:


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

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

Section 3. This Resolution shall take effect immediately.


LAVONNE B. JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstädter, RMC, Twp. Clerk



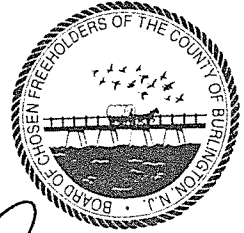
Board of Chosen Freeholders
Of The County of Burlington

P.O. BOX 6000

MOUNT HOLLY, NEW JERSEY

08060

November 22, 1999



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

OFFICE OF THE
BURLINGTON COUNTY FREEHOLDERS

Theresa D. Brown
Vincent R. Farias
Philip E. Haines
William S. Haines, Jr.
James K. Wujcik

*To Council
for
Action*

The Honorable Lavonne Johnson
Mayor, Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Renewal: Solid Waste/Recycling Contracts

Lavonne
Dear Mayor Johnson:

On behalf of the Board of Chosen Freeholders, I am pleased to forward for your review and approval three (3) copies of a solid waste service contract which provides for continuation of recycling and solid waste disposal services following expiration of your current contract on December 31, 1999.

The contract is unchanged from the previous contract with the exception of the term and the service charge. The term has been changed from a two-year to a one-year period. The service charge for solid waste delivered to the landfill has been increased by three (3%) percent to account for increases in the County's costs to operate the solid waste and recycling programs. Please note that the one state-imposed tax, the Solid Waste Services Tax, increases from \$1.20 to \$1.25 per ton. This will bring the tipping fee at the landfill to \$53.25 for the Year 2000.

In order to provide for continuity of service, we are requesting that all three copies of the contract be executed by the appropriate municipal officials and be returned to us as soon as possible. The Freeholder Director will execute the contracts on behalf of the County and a fully-executed copy of the agreement will be returned to you.

As you know, the tipping fees collected at the landfill also fund the curbside recycling program, as well as the Household Hazardous Waste Facility, which will remain available to you and your residents. If a municipality elects not to contract with the County for solid waste disposal services, the municipality must assume the responsibility and cost of the State-mandated recycling program.

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

Sincerely,

JAMES K. WUJCIK
Freeholder

cc: Frederick F. Galdo, Administrator
Evan H.C. Crook, Solicitor
Mary Pat Robbie, Management Specialist



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

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

December 22, 1999

James K. Wujcik, Freeholder
Board of Chosen Freeholders
Of the County of Burlington
PO Box 6000
Mount Holly, New Jersey 08060

Dear Freeholder Wujcik:

RE: Renewal/Solid Waste/Recycling Contracts

On behalf of the Mayor and Township Council of Willingboro, I am pleased to forward to you three (3) executed copies of the Solid Waste Service Contract for continued recycling and solid waste disposal services.

Once executed by the Freeholder Director, please have a fully executed copy of the agreement returned to the Township.

We wish you the very best in the upcoming year.

Sincerely,

Norton N. Bonaparte, Jr.
Township Manager

NNB:cs
Enclosures

c:
Deputy Manager Rose
Finance Director Diggs
Inspections Director Mason
Township Clerk Lichtenstadter

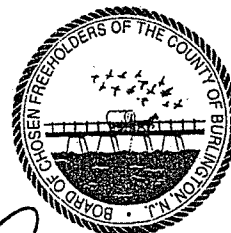
Board of Chosen Freeholders
Of The County of Burlington

P.O. BOX 6000

MOUNT HOLLY, NEW JERSEY

08060

November 22, 1999



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

OFFICE OF THE
BURLINGTON COUNTY FREEHOLDERS

Theresa D. Brown
Vincent R. Farias
Philip E. Haines
William S. Haines, Jr.
James K. Wujcik

The Honorable Lavonne Johnson
Mayor, Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Renewal: Solid Waste/Recycling Contracts

Dear Mayor Johnson:

On behalf of the Board of Chosen Freeholders, I am pleased to forward for your review and approval three (3) copies of a solid waste service contract which provides for continuation of recycling and solid waste disposal services following expiration of your current contract on December 31, 1999.

The contract is unchanged from the previous contract with the exception of the term and the service charge. The term has been changed from a two-year to a one-year period. The service charge for solid waste delivered to the landfill has been increased by three (3%) percent to account for increases in the County's costs to operate the solid waste and recycling programs. Please note that the one state-imposed tax, the Solid Waste Services Tax, increases from \$1.20 to \$1.25 per ton. This will bring the tipping fee at the landfill to \$53.25 for the Year 2000.

In order to provide for continuity of service, we are requesting that all three copies of the contract be executed by the appropriate municipal officials and be returned to us as soon as possible. The Freeholder Director will execute the contracts on behalf of the County and a fully-executed copy of the agreement will be returned to you.

As you know, the tipping fees collected at the landfill also fund the curbside recycling program, as well as the Household Hazardous Waste Facility, which will remain available to you and your residents. If a municipality elects not to contract with the County for solid waste disposal services, the municipality must assume the responsibility and cost of the State-mandated recycling program.

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

Sincerely,

JAMES K. WUJCIK
Freeholder

cc: Frederick F. Galdo, Administrator
Evan H.C. Crook, Solicitor
Mary Pat Robbie, Management Specialist



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.

December 29, 1999

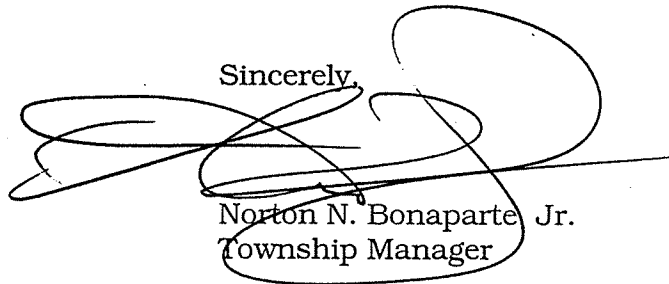
Suzanne R. Menges
County Alliance Coordinator
Office of Human Services
795 Woodlane Road
PO Box 6000
Westampton, New Jersey 08060

Dear Ms. Menges:

Enclosed are signed copies of the Subgrant Agreement and the Addendum for the 1999 Municipal Alliance Grant award. Once the County has signed the agreements, please return a fully executed Agreement and Addendum along with vouchers for reimbursement.

Thank you for "shepherding" us through this process.

Sincerely,



Norton N. Bonaparte, Jr.
Township Manager

NNB:cs

c: Willingboro Municipal Alliance Chair Maple
Township Clerk Lichtenstadter
Finance Director Diggs

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 1999-154

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

Whereas, the Merck-Medco Urban Renewal LLC has made application to the Township of Willingboro for approval of development plans for a portion of Block 3, Lot 4.01, by the rehabilitation of an existing building thereon for use as a prescription drug distribution facility, and

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

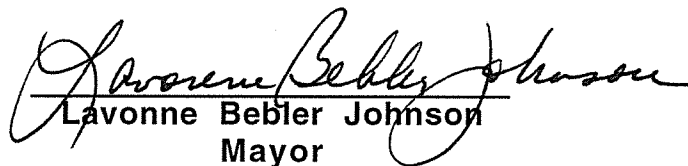
Whereas, the encouragement of the development by Merck-Medco Urban Renewal, LLC is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04, and

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

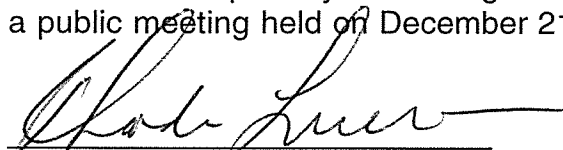
Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 1999, that the Financial Agreement between the Township of Willingboro and Merck-Medco Urban

Renewal, LLC, substantially in accordance with the form of the document attached hereto, is approved by the Township Council and the Township subject to compliance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and receipt of a Letter of Understanding from Merck-Medco Managed Care, LLC with respect to the establishment or recruiting policies for employment which will focus recruiting efforts first on the Township of Willingboro, next on the municipalities partnered with the Township of Willingboro in the Route 130 Corridor Redevelopment Study, next on the remaining municipalities in Burlington County and thereafter on the State of New Jersey, to the extent allowable by law..

Be It Further Resolved that certified copies of this Resolution shall be provided to Merck-Medco Urban Renewal, LLC for their information and attention.


Lavonne Bebler Johnson
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on December 21, 1999.


Rhoda Lichtenstadter, RMC
Township Clerk

Re: Merck-Medco Urban
Renewal LLC
Block _____, Lot _____
Willingboro Township

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (the "Agreement"), made as of the _____ day of _____, 1999 between THE TOWNSHIP OF WILLINGBORO, a municipal corporation, in the County of Burlington and the State of New Jersey, (hereinafter, the "Township") and MERCK-MEDCO URBAN RENEWAL, LLC, a New Jersey limited liability company ("Entity"), having its principal office c/o Merck-Medco Managed Care, LLC, 100 Parsons Pond Drive, Franklin Lakes, New Jersey 07417. The Entity is a single purpose entity that will hold title to the Property and receive solely rental revenue as prescribed by law and is qualified to act as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (hereinafter referred to as the "Law").

WITNESSETH:

WHEREAS, Lot _____, Block _____ (the "Property") has been declared an area in need of redevelopment by the Township Council of Willingboro; and

WHEREAS, the Township Council has adopted a Redevelopment Plan for the Property; and

WHEREAS, the Entity has proposed the redevelopment of the Property by the rehabilitation of an existing building thereon for use as a prescription drug distribution facility (the "Project"); and

WHEREAS, the Entity will purchase the Property and rehabilitate and reconstruct, or cause to be rehabilitated and reconstructed, thereon certain improvements (the "Improvements") consisting of the facilities that are normally associated with prescription drug distribution facilities; and

WHEREAS, the Entity will enter into a Lease Agreement (the "Lease") with Merck-Medco Managed Care, LLC, qualified to do business in the State of New Jersey (the "Lessee"), which is affiliated with the Entity; and

WHEREAS, in accordance with the Law the Entity has submitted a written application dated _____, (the "Application") to the Township for approval of a tax exemption for the Improvements; and

WHEREAS, the Township should receive stable, ascertainable, long term payments in lieu of taxes from the entity, totaling \$5,558,897 during the first 15 years of operation of the Project; and

WHEREAS, it is important to the viability of the project for the payments in lieu of taxes thereon to be stable and ascertainable on a long term basis.

WHEREAS, the Township Council has heretofore by Resolution No. ____ dated _____, adopted and approved said Application, a copy of such Application and a certified copy of said Resolution being attached hereto as Exhibit "A" and Exhibit "B", respectively, and made a part of this Agreement; and

WHEREAS, the Township Council has authorized the execution of this Agreement in furtherance of its Resolution referred to above; and

WHEREAS, the Township believes that exemption from taxation of the Improvements pursuant to this Agreement and receipt by the Township of service charges in lieu of taxes allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and its residents and is in accordance with the provisions of the Law and the public purposes pursuant to which the redevelopment has been undertaken;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Entity agrees to use its reasonable efforts to develop, rehabilitate construct and lease the Improvements substantially in the manner set forth in said Application. The Entity represents that the facts, data and representations contained in the Application and herein are true, correct and complete in all material respects when made.

2. (a) The Township hereby grants to the Entity exemption from real property taxation on all Improvements to be constructed and rehabilitated on the Property from the date of execution of this Agreement until the earlier of (i) thirty (35) years from the date of the execution of this Agreement or (ii) thirty (30) years from the "Date of Completion of the Improvements" (as defined in subparagraph (d)), subject to the provisions of subparagraph (c).

(b) Upon the earlier of (i) the expiration of the term of this Agreement as set forth in Paragraph 2(a) or (ii) the termination of this Agreement, the tax exemption for the Improvements shall absolutely cease, and the Property and Improvements shall thereafter be assessed and taxed according to general law as other property in the Township is assessed and taxed and, on the date on which the tax exemption for the Improvements ceases, all restrictions and limitations herein contained shall terminate and the Entity shall render its final account to the Township.

(c) Notwithstanding the provisions of paragraphs 2(a) or (b), the Township shall have the right to terminate this Agreement on the fifteenth anniversary date following the Date of Completion of the Improvements upon 180 days prior written notice to the Entity; provided however, that such termination shall not be effective until the December 31st that occurs 180 days after the receipt by the Entity of such written notice.

(d) As used herein, the term "Date of Completion of the Improvements" means the date on which the Township issues a permanent Certificate of Occupancy. The term "Improvements" means any building, structure or personal property affixed to the land which would be taxed as real property under N.J.S.A. 54:4-1.

(e) The Township and the Entity agree that changes, by pending or future legislation or judicial decision, in the Law or the general tax law (N.J.S.A. 54:4-1 et seq.) regarding what is characterized as real property thereunder can occur during the term of this Agreement and, accordingly, may affect the amount payable by the Entity and the amount receivable by the Township hereunder. The Township and the Entity acknowledge that the impact of any such changes has been considered by them and that the payments set forth hereunder reflect negotiation regarding the characterization of certain items as real property. For these reasons, and in order to provide assurance to the Township that any such changes do not result in a reduction in the Annual Service Charge payable by the Entity and to provide assurances to the Entity that any such changes do not result in an increase in the Annual Service Charge, and to further assure the Township that the Entity will not elect to terminate the Agreement in order to secure more favorable tax treatment under general tax laws, the Entity agrees that this Agreement shall remain in effect for the term of the tax exemption set forth in paragraph 2(a), and the Entity hereby waives its right

under the Law to terminate this Agreement prior to that time. However, in the event that an alternative form of tax exemption or abatement becomes legally available at any time during the term of this Agreement which is applicable to the real property and the implementation of which with respect to the real property will require payments by the Entity to the Township in amounts equivalent to the sums due under this Agreement, then the Township shall, upon the Entity's request, promptly take any and all actions necessary to terminate this Agreement and to implement such alternate form of tax exemption or abatement.

3. (a) Commencing with the Date of Completion of the Improvements, the Entity shall pay to the Township the greater of (i) the Annual Service Charge set forth in Paragraph 3(b) of this Agreement, or (ii) the Minimum Annual Service Charge set forth in Paragraph 3(c) of this Agreement. The Annual Service Charge shall be in payment of municipal services and shall be payable in four equal quarterly payments on February 1, May 1, August 1 and November 1 of each year.

(b) The "Annual Service Charge" shall be an amount equal to two percent (2%) of the Total Project Cost for the first year following the Date of Completion. The annual service charge shall increase at an annual rate of 2.5% per year as set forth on Schedule A. Notwithstanding the above, if the payments due the Township as set forth on Schedule A is less than the Statutory Minimum Payment for any year this Agreement is in effect, then the Entity shall pay the Statutory Minimum Payment for that year. For purposes of this section, Statutory Minimum Payment shall mean: (i) for years 16-21 following completion of the project, 20% of the taxes which would otherwise be due on the Property and the Improvements; (ii) for years 22-25 following completion of the Project, 40% of the taxes which would otherwise be due on the Property and the Improvements; (iii) for years 26-28 following completion of the Project, 60% of the taxes which would otherwise be due on the Property and the Improvements; (iv) for years 29 and 30 following completion of the Project, 80% of the taxes which would otherwise be due on the Property and the Improvements.

The term "Total Project Costs" include the costs of the land and the improvements, architect, engineering, surveying and attorneys fees payable in connection with the planning, construction and financing of the project, actual construction costs, including only the cost of direct

labor and materials in the construction or rehabilitation of the buildings and structures as certified by a qualified architect (but excluding machinery and equipment used in the operation of the Lessee's business) site preparation expenses and insurance, interest, financing costs, real property taxes and otherlike expenses incurred during the construction period.

The Township and the Entity agree that the Entity will lease all of the Improvements to the Lessee. The Township and the Entity further agree that the annual lease payments made by the Lessee under the Lease will be equal to the Entity's Annual Service Charge payable to the Township and, except for debt service allocated to the Entity for the Property and Improvements if the Property is financed, will be the Entity's only rental income from the Property and the Improvements and that, in general, any premiums for fire or other insurance on or concerning the facility and all operating and maintenance expenses of the facility will be paid by the company operating the facility rather than the Entity. The Entity agrees to notify the Township of any amendment to the Lease provided that notification to the Township shall not be required for any amendment to the Lease which does not affect the amount of rental revenue to be received by the Entity thereunder or which is proposed to effectuate the provisions of paragraph 2(e) herein.

(c) The "Minimum Annual Service Charge" shall be the amount of the total taxes assessed against the Property in the last full calendar year in which the Property was subject to taxation which is agreed to be \$96,193 based on the 1997 assessment of land and improvements of \$3,097,000, the Property having been exempt from taxation for part of the calendar year of 1998.

(d) From and after the Date of Completion of the Improvements, the Entity shall be entitled to a credit against the Annual Service Charge and the Minimum Annual Service Charge for an amount equal to the real estate taxes on the land paid by the Entity in the last four preceding quarterly installments. The Township and the Entity agree that the credit for land taxes will be applied on a quarterly basis to reduce the quarterly installment of the Annual Service Charge. In the event that during any calendar year this Agreement is not in effect for the full calendar year, the amount of the credit provided for in this paragraph shall be prorated accordingly.

(e) In the event that the Entity does not pay the Annual Service Charge or Minimum Annual Service Charge within 30 days of the time period provided in Paragraph 3(a), the

Township may (i) charge the Entity 18% annual interest on all delinquent payments and (ii) proceed to enforce the collection thereof in the same manner and with the same rights as are applicable to delinquent real estate taxes or in any other manner authorized by the Act.

(f) The Township agrees that it shall not impose an added assessment, omitted added assessment or similar assessment on the value of the Improvements to be made by the Entity for the period from the date the Entity acquires the Property to the Date of Completion of the Improvements, provided, however, that the Township shall have the right to restore part or all of the 1997 tax assessment to the tax rolls during the aforesaid period if the Property is exempt from taxation when the Entity acquires the Property.

(g) The Township and the Entity agree that the redevelopment of the Property is for a public purpose to redevelop and restore deteriorated or neglected properties. The granting of this tax exemption is to encourage private capital to participate in and contribute toward such public purpose as a permissible special financial arrangement permitted under N.J.S.A. 40A:20-2. Accordingly, the values, assessments and annual service charges set forth herein shall not be considered by either party or any third party as indicative or evidential of value in any tax appeal, condemnation or other proceeding in which the value of the Property or any other property would be directly or indirectly contested.

4. During the term of this Agreement, the Entity shall be subject to limitation of profits on its rental revenue of the Property pursuant to the provisions of N.J.S.A. 40A:20-15. However, the Entity and the Township agree that, since the annual lease payments, as specified in Exhibit C of the Lease, made by Lessee under the Lease, will be the Entity's only rental or other income from the Property and Improvements, that the Entity's income will not result in the receipt of excess profits as defined in N.J.S.A. 40A:20-15.

5. The Entity covenants and agrees as follows:

(a) To submit annually, within ninety (90) days after the close of each of its fiscal years, its financial statements, prepared in accordance with generally accepted accounting principles by the Entity's auditor, to the Mayor and Township Council of the Township, with copies to the Township Manager and Township Clerk which financial statements shall remain confidential, except as otherwise provided by law. Such financial statements shall satisfy the

requirement of N.J.S.A. 40A:20-9(d), shall include a clearly identified calculation of the Entity's net profits as the term is defined un the Act; and, if required by law, the financial statements shall be filed with the Director of the Division of Local Government Services within the Department of Community Affairs at the same time they are submitted to the Township.

(b) At all times prior to the expiration or other termination of this Financial Agreement, to remain bound by the provisions of the Law.

(c) Not to effect or execute any agreement, lease, conveyance, or other instrument, whereby the use of the Improvements, or any part thereof, is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in the sale, lease or occupancy thereof, nor to discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in the sale, lease, or rental, or in the use or occupancy of the Property or the Improvements, or any part thereof, and to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sex or marital status.

(d) Not to permit the sale of firearms or pornographic material on the Property.

(e) The Entity shall observe and comply with all applicable federal and state laws and local ordinances, and any other applicable laws or governmental rules and regulations that apply to the project and its operations.

(f) Upon written request of the Township, to permit inspection of the Property and Improvements, and to permit examination and audit of any of the books, contracts, records, documents and papers of the Entity (but not of the Lessee) relating to this Agreement, by duly authorized representatives of the Township, provided same are during normal business hours upon not less than ten (10) business days notice and in the presence of designated representatives of the Entity. This provision shall not be construed to limit the right of the Township under and pursuant to its police powers to conduct inspections of the Property and Improvements without written or advance notice as permitted by law.

(g) To remain in existence as an urban renewal entity for the full term of this Agreement and to take whatever steps that may be necessarily to amend its Certificate of Formation and Operating Agreement to effectuate this covenant.

6. Except as otherwise provided in paragraphs 8 or 13 of this Agreement, the Entity shall not voluntarily transfer the Property or the Improvements to anyone other than a qualified urban renewal association or corporation. Any transfer to a qualified urban renewal association or corporation shall be subject to the approval of the Township, which shall not be unreasonably withheld, conditioned, or delayed, on the condition that the transferee shall assume all of the Entity's obligations under this Financial Agreement and on the further condition that the transferee otherwise qualifies under all other applicable requirements of law. The entity further covenants that it shall not take any action that will disqualify it as an urban renewal entity under the Law.

7. Subject to the provisions of Paragraphs 8(b) and 10, in the event of a default under or breach of this Agreement by the Entity, if such default or breach is not cured within ninety (90) days after receipt by the Entity of written demand by the Township to do so, then the Township may terminate this Agreement. However, the provisions of N.J.S.A. 55:17-1 to N.J.S.A. 55:17-11, if applicable, apply to a mortgage to finance the property.

8. (a) The Entity may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and its interest in the Project and the Property, and the Lessee may assign, pledge, hypothecate or otherwise transfer its rights in the Lease, as security for obligations incurred in connection with the acquisition, construction, leasing, operation or financing of the Improvements. The Entity shall give the Township written notice of any such security arrangement (the "Security Arrangement"), together with the name and address of the secured party or parties or any agent thereof (each, the "Secured Party").

(b) If there is any default by the Entity hereunder, which is not waived by the Township or cured by Entity, its assignee or successor, within the period provided for herein, the Township agrees that before exercising any remedy hereunder, it will provide the Secured Party, if any, a reasonable period of time to cure such default, but in any event not less than ninety (90) days from the date Entity was required to cure such default.

(c) No waiver (except for the waiver expressly provided in paragraphs 2(e)), election, acquiescence, estoppel or consent on the part of or against either party hereto shall affect or be binding upon any Secured Party, unless the Entity has obtained and furnished to the Township the prior written consent of such Secured Party; and

(d) The Township agrees to consent to any collateral assignment by the Entity to a Secured Party of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Agreement. This provision shall not be construed to limit the Township's right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party expressing its rights under any applicable Security Agreement.

9. Any notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid and return receipt requested, or delivered personally addressed as follows:

(a) When sent by the Township to the Entity it shall be addressed to: c/o Merck-Medco Managed Care, LLC, 100 Parsons Pond Drive, Franklin Lakes, New Jersey 07417 unless prior to the giving of such notice the Entity shall have notified the Township otherwise.

(b) When sent by the Entity to the Township, it shall be addressed to the Township Clerk, Township of Willingboro, Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046, unless prior to the giving of such notice the Township shall have notified the Entity otherwise.

(c) Whenever the Township shall deliver any notice or demand to the Entity with respect to any breach or default by the Entity in its obligations or covenants under this Agreement, the Township shall simultaneously forward a copy of such notice or demand to each of the Lessees and to each of the Secured Parties, if any, at the last known address of such Lessees and Secured Party shown in the records of the Township. It shall be the obligation of the Entity to provide to the Township the name and address of such Lessees and Secured Party in accordance with paragraph 8(a).

10. (a) In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions hereof, either party may submit the dispute to the American Arbitration Association in New Jersey for resolution in accordance with its rules and regulations in such a fashion as to accomplish the purposes of the Law. Cost for said arbitration shall be borne equally by the parties.

(b) Notwithstanding anything herein to the contrary, no arbitrator shall have the

power or authority to amend, alter, or modify, any part of this Agreement, in any way.

11. This Agreement shall be governed by the laws of the State of New Jersey.

12. If any clause, sentence, subdivision, paragraph, section or part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

13. This Agreement is expressly subject to the satisfaction by the Entity or the Township of the following conditions precedent:

(a) Receipt by the Entity and by the Lessee of all federal, state, county and municipal approvals required for the construction and operation of the Project.

(b) Enactment by the Township of all ordinances and resolutions necessary under N.J.S.A. 40A:20-1 et seq. to enter into this Agreement.

14. The Entity shall obtain a Certificate of Occupancy for the Improvements.

15. This Agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreements among them concerning the subject matter contained herein. This Agreement cannot be modified or amended except in writing signed by both parties hereto.

16. This Agreement may be recorded by either party with the Burlington County Clerk.

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and on its behalf by the Mayor, and the Entity has caused this Agreement to be duly executed on its behalf by a its duly authorized representatives, all as of the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO

Rhoda Lichenstadter, Township Clerk

By: _____
Lavonne Bebler Johnson, Mayor

Approved as to form and legality:

William J. Kearns, Jr., Township Attorney

ATTEST:

MERCK-MEDCO
URBAN RENEWAL, LLC

By: _____

STATE OF NEW JERSEY

:

SS

COUNTY OF BURLINGTON :

BE IT REMEMBERED that on this ___ day of December, 1999, before me, the undersigned witnessing authority, personally appeared Lavonne Bebler Johnson, who is the Mayor of Willingboro Township, who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Township, made by virtue of a Resolution of its Township Council.

Notary Public

STATE OF _____ :

SS

COUNTY OF _____ :

BE IT REMEMBERED that on this _____ day of _____, 199__,
before me, the undersigned witnessing authority, personally appeared (Name of officers)

who are the

of Merck Medco Urban Renewal LLC, whom I am satisfied are the persons who signed the
within instrument, and they acknowledged that they signed, sealed with the corporate seal and
delivered the same as such officers aforesaid, and that the within instrument is the voluntary act
and deed of such corporation.

Notary Public

EXHIBIT "A"

ANNUAL SERVICE CHARGE

<u>Period</u>	<u>Annual Service Charge</u>
Year 1	310000
Year 2	317750
Year 3	325694
Year 4	333836
Year 5	342182
Year 6	350737
Year 7	359505
Year 8	368493
Year 9	377705
Year 10	387148
Year 11	396826
Year 12	406747
Year 13	416916
Year 14	427338
Year 15	438022
Year 16	448972
Year 17	460197
Year 18	471702
Year 19	483494
Year 20	495582
Year 21	507971
Year 22	520670
Year 23	533687
Year 24	547029
Year 25	560705
Year 26	574723
Year 27	589091
Year 28	603818
Year 29	618913
Year 30	634386

RESOLUTION NO. 199~~9~~⁹-155
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

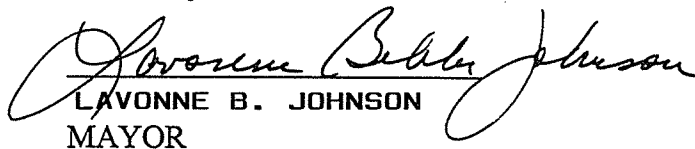
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12-21, 1999, that an Executive Session closed to the public shall be held on 12-21, 1999, at 9:50p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 156

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

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

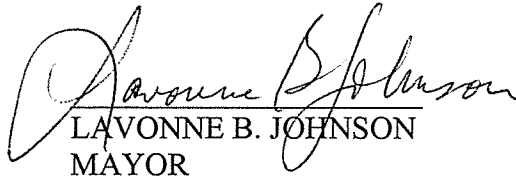
WHEREAS, it is proper to formally authorize the execution of the
Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 21st day of December, 1999,

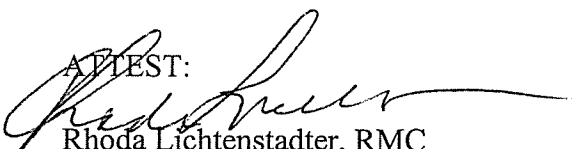
That;

- A. The attached collective negotiation agreement is approved, covering
The period January 1, 2000 through December 31, 2002/
- B. The Mayor and Clerk are hereby authorized and directed to execute
The agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP,

Lodge, #38, for his information and attention.


LAVONNE B. JOHNSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk