

RESOLUTION NO. 1 - 1999  
 A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
 WILLINGBORO PROVIDING FOR TEMPORARY BUDGET  
 APPROPRIATIONS FOR 1999.

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

WHEREAS, this temporary budget must be adopted prior to January 31, 1999, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 1997 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 1998 budget is the sum of \$4,471,932.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 2nd day of January, 1999, at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

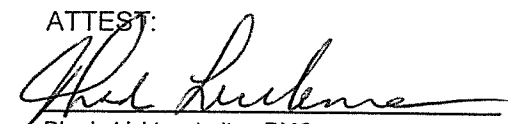
**TEMPORARY BUDGET APPROPRIATIONS FOR 1999**

Township Council	SW	8,250
Township Council	OE	7,090
Township Manager	SW	41,250
Township Manager	OE	8,500
Township Clerk	SW	25,500
Township Clerk	OE	5,500
Receptionist/Comm.	OE	25,650
Finance	SW	45,500
Finance	OE	16,000
Tax Collection	SW	37,300
Tax Collection	OE	1,000
Tax Assessment	SW	22,000
Tax Assessment	OE	5,400
Employee Group Insurance	OE	200,000
Other Insurance	OE	200,000
Legal Services	SW	14,000
Legal Services	OE	33,150
Public Defender	SW	9,400
Public Defender	OE	750
Municipal Court	SW	31,500
Municipal Court	OE	5,700
Planning Board	SW	250
Planning Board	OE	800
Zoning Board	SW	450
Zoning Board	OE	150
Construction Official	SW	14,900
Construction Official	OE	1,500
Uniform Fire Safety Act	SW	9,000
Uniform Fire Safety Act	OE	250
Housing Inspection	SW	43,700
Housing Inspection	OE	20,000
Fire Marshall	SW	3,000
Fire Marshall	OE	400

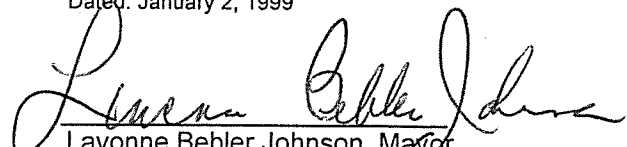
Electric & Plumbing Inspection	SW	24,000	
Electric & Plumbing Inspection	OE	39,000	
Advisory Board	OE	7,650	
Fire Company	SW	47,200	
Fire Company	OE	73,700	
Emergency Squad	OE	8,750	
Emergency Management	OE	2,500	
Police	SW	1,370,000	
Police	OE	100,000	
Animal Regulations	SW	26,500	
Animal Regulations	OE	4,600	
Public Works Administration	SW	20,000	
Roads and Streets	SW	251,500	
Roads and Streets	OE	52,500	
Snow Removal	SW	50,000	
Snow Removal	OE	29,300	
Public Building and Grounds	SW	18,500	
Public Building and Grounds	OE	68,400	
Street Lighting	OE	102,625	
Refuse Collection	OE	397,000	
Recycling	SW	10,500	
Recycling	OE	1,900	
Township Engineer	OE	3,500	
Clinical Services	SW	15,000	
Clinical Services	OE	4,500	
Public Assistance	SW	12,250 *	
Public Assistance	OE	2,400 *	
Library	SW	12,000	
Library	OE	250,000	
Recreation	SW	100,200	
Recreation	OE	65,500	
Public Events	OE	5,000	
Clean Communities	SW	7,700	
Clean Communities	OE	2,252	
Municipal Drug Alliance	OE	5,000	
Debt Service	OE	3,087,649 *	
Capital Improvement	OE	142,897 *	
Social Security	OE	180,000	
TOTAL OPERATIONS			7,439,813
LESS: Debt Service		-3,087,649	
Capital Improvement		-142,897	
Public Assistance		-14,650	-3,245,196
TOTAL TEMPORARY BUDGET			<u>4,194,617</u>

Dated: January 2, 1999

ATTEST:

  
Rhoda Lichtenstadter, RMC

Township Clerk

  
Lavonne Bebler Johnson, Mayor

RESOLUTION NO. 1999 - 2

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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 2<sup>nd</sup> of January, 1999, that JOHN E. COLLINS, is appointed as MUNICIPAL PROSECUTOR, pursuant to N.J.S.A.-2B:12-27, KIM BELIN-CHAPMAN, ASSISTANT TOWNSHIP SOLICITOR; CINDI S. COLLINS, is appointed as PUBLIC DEFENDER; CRISTAL BOWIE, ESQ, is appointed as ~~Asst. Twp. Sol/Asst. Pros.~~; DENISE A. KUESTNER, ESQ., SUBSTITUTE ~~Public Def.~~, STEPHEN E. RYAN, Acting for Edmund D. Bowman is appointed as TOWNSHIP AUDITOR and EDWARD J. MCMANIMON, III, BOND COUNSEL, for a terms expiring 12/31/99

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

  
LAVONNE BEBLER 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*

January 8, 1999

Ronald J. Ianoale  
McManimon & Scotland, L.L.C.  
One Riverfront Plaza, Fourth Floor  
Newark, New Jersey 07102

Dear Mr. Ianoale:

Enclosed please find a copy of Res. No. 1999 – 2, adopted by Willingboro Township Council at their Reorganization Meeting of January 2, 1999.

Please forward to us your usual contracts in duplicate, for signature and then a fully executed one will be returned to you.

Thank you for your usual cooperation and best wishes for a Happy New Year.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

RI  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

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

Dear Mr. Turner:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,



Rhoda Lichtenstadter RMC  
Township Clerk

RI  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

Denise Kuestner, Esq.  
4 Fleetwood Place  
Willingboro, New Jersey 08046

Dear Ms. Kuestner:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,



Rhoda Lichtenstadter RMC  
Township Clerk

R1  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

Cindi S. Collins  
5 Sandal Lane  
Willingboro, New Jersey 08046


Dear Ms. Collins:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,

  
Rhoda Lichtenstadter RMC  
Township Clerk

R1  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

Cristal Holmes-Bowie  
206 Club House Drive  
Willingboro, New Jersey 08046

Dear Ms. Bowie:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,



Rhoda Lichtenstadter RMC  
Township Clerk

RI  
Enc.





# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

John E. Collins  
56 Trebing Lane  
Willingboro, New Jersey 08046

Dear Mr. Collins:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter RMC  
Township Clerk

RI  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

Kim Belin-Chapman  
96 Twin Hill Drive  
Willingboro, New Jersey 08046

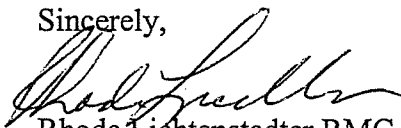
Dear Ms. Belin:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,



Rhoda Lichtenstadter RMC  
Township Clerk

RI  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

William J. Kearns, Jr., Esq.  
One Salem Road  
Willingboro, New Jersey 08046

Dear Mr. Kearns:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter RMC  
Township Clerk

RI  
Enc.



# TOWNSHIP OF WILLINGBORO

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

January 8, 1999

William J. Kearns, Jr., Esq.  
One Salem Road  
Willingboro, New Jersey 08046

Dear Mr. Kearns:

Enclosed please find a copy of Resolution No. 1999-2, adopted by Willingboro Township Council at their Reorganization Meeting on January 2, 1999, along with an original and a copy of the Professional Services Agreement.

Please sign both agreements, return them to this office and a fully executed one will be sent to you.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter RMC

Township Clerk

RI  
Enc.

RESOLUTION NO. 1999 - 3

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

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

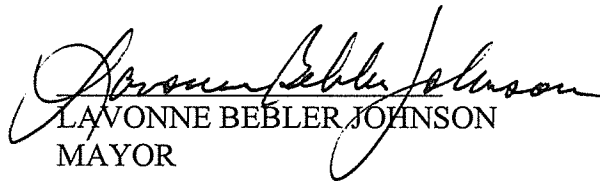
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 2<sup>nd</sup> day of January, 1999 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:


- A. WILLIAM J. KEARNS, JR., Solicitor
- B. JOHN E. COLLINS, Municipal Prosecutor.
- C. KIM BELIN-CHAPMAN, Asst. Township Solicitor
- D. CINDI S. COLLINS, Public Defender
- E. CRISTAL BOWIE, ASST. TWP. SOLICITOR Asst. Prosecutor
- F. DENISE A. KUESTNER, ASSISTANT PUBLIC DEFENDER
- G. STEPHEN E. RYAN, Acting for Edmund D. Bowman, Auditor
- H. EDWARD J. MCMANIMON, III - Bond Counsel
- I. CARL TURNER, ENGINEER

2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. A notice of this action shall be printed once in the Burlington County Times.

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and CINDI S. COLLINS

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

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

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

1. APPOINTMENT. Cindi S. Collins, is hereby appointed and retained as Public Defender.
2. TERM. The term of this appointment shall commence January 2, 1999, and continue until December 31, 1999 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Public Defender, as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

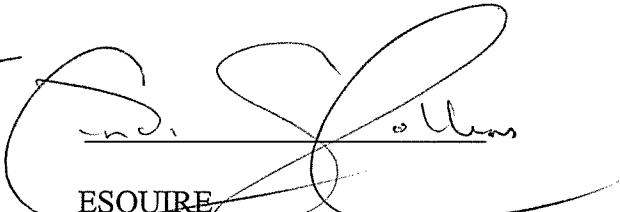
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

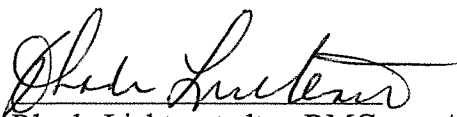
IN WITNESS WHEREOF, this Agreement has been executed this 2<sup>nd</sup> day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

  
ESQUIRE

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk 1/15/99

PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and DENISE A. KUESTNER

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

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

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

1. APPOINTMENT. Denise A. Kuestner, is hereby appointed and retained as Assistant Public Defender.
2. TERM. The term of this appointment shall commence January 2, 1999, and continue until December 31, 1999 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

6. 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. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be 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.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

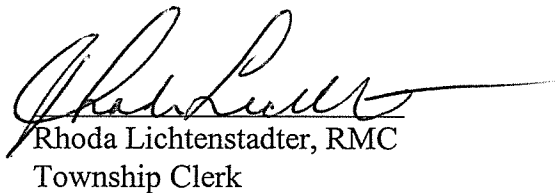
IN WITNESS WHEREOF, this Agreement has been executed this 2<sup>nd</sup> day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

  
Denise A. Kuestner  
ESQUIRE

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and CRISTAL HOLMES-BOWIE

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

WHEREAS CRTISTAL HOLMES-BOWIE, an attorney at Law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Cristal Holmes-Bowie, Esq. an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Cristal Holmes-Bowie, is hereby appointed and retained as Assistant Township Solicitor/ Asst. Prosecutor.
2. TERM. The term of this appointment shall commence January 2, 1999, and continue until December 31, 1999 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Asst. Township Sol/Asst. Prosecutor, as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

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

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

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

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



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

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

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

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

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

6. 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. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

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

Page 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

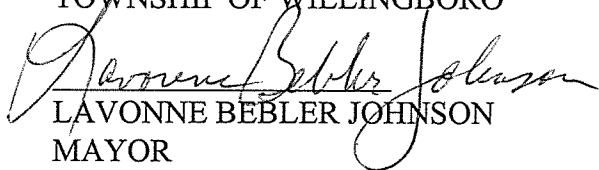
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be 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.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.


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

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

  
ESQUIRE

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro

and **KIM CHAPMAN-BELIN**

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

WHEREAS, KIM CHAPMAN-BELIN, ESQ. is an Attorney at Law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

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

1. APPOINTMENT. Kim Belin, is hereby appointed and retained as Assistant Township Solicitor.
2. TERM. The term of this appointment shall commence January 2, 1999, and continue until December 31, 1999 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Asst. Twp. Solicitor, as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

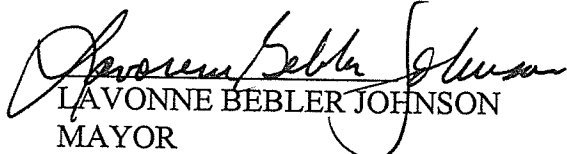
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be 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.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

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


TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR



ESQUIRE

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and JOHN COLLINS

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

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

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

1. APPOINTMENT. John E. Collins, is hereby appointed and retained as Municipal Prosecutor.

2. TERM. The term of this appointment shall commence January 2, 1999, and continue until December 31, 1999 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Asst. Public Defender, as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

6. 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. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

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

Page 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

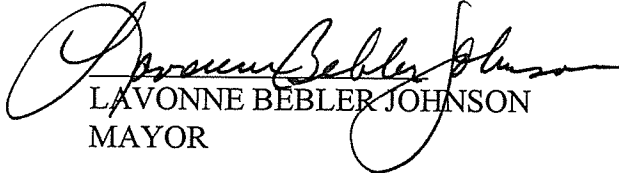
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

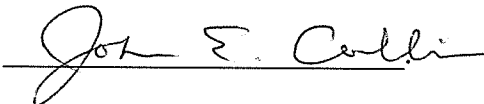
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

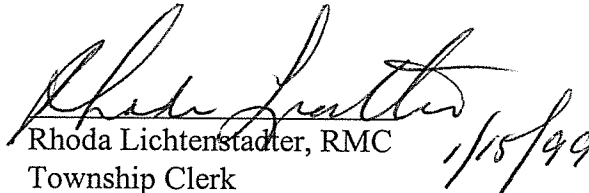
IN WITNESS WHEREOF, this Agreement has been executed this 2<sup>nd</sup> day of January 1999, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

  
ESQUIRE

ATTEST:

  
Rhoda Lichtenstader, RMC  
Township Clerk 1/15/99

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

1. APPOINTMENT. William J. Kearns, Jr. is hereby appointed and retained as Township Solicitor for the Township of Willingboro.
2. TERM. The term of this appointment shall commence January 2<sup>ND</sup> day of January, and shall continue until December 31, 1999 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

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

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

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

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

Page 2 - CONTRACT

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

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

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

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

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

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

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



Page 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NO WAIVER. No waiver of any term, provision or condition contained in this 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.

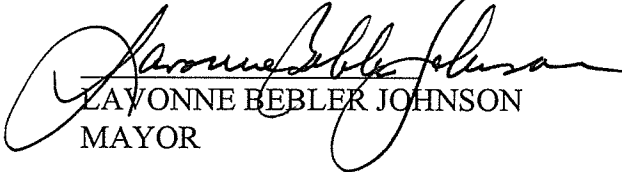
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

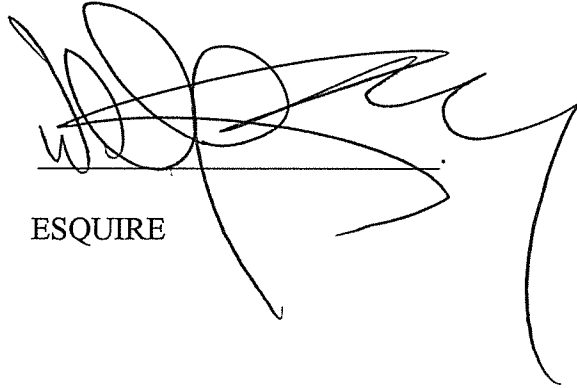
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.


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

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

  
ESQUIRE

ATTEST:

  
Rhoda Lichtenstadter, RMC 1/19/99  
Township Clerk

# KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS



AT LAW

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

**WILLIAM JOHN KEARNS, JR.**

Voice Mail Extension 213

**JOHN F. VASSALLO, JR.**

Voice Mail Extension 216

**BRIAN M. GUEST**

Voice Mail Extension 217

**STOSUY\*\***

**ELLEN B. KEARNS**

Voice Mail Extension 214

609-877-6550

FAX: 609-835-4646

**Of Counsel:**

**WILLIAM D. HILL**

Voice Mail Extension 210

**GEORGE E. WILSON\***

Voice Mail Extension 219

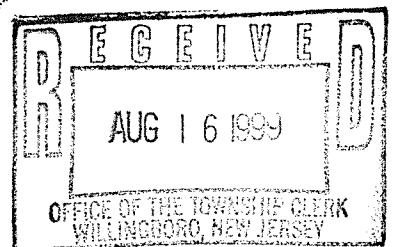
**MARY P. McKEON**

Voice Mail Extension 223

\* Admitted in NJ, NY, PA

\*\* Admitted in NJ, NY

April 6, 1999



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

Dear Ms. Lichtenstadter:

Enclosed you will find a copy of our Certificate of Employee Information Report which is effective until February 15, 2006, for your records.

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

Very truly yours,

A handwritten signature in cursive script that reads 'Barbara T. Steiner'.

BARBARA T. STEINER

Office Administrator

Voice Mail Extension 224

Encs.

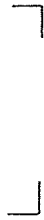
Certification 6620

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that ~~RENEWAL~~ contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-1999 to 15-FEB-2006



KEARNS, VASSALLO, GUEST & KEARNS, ESQS.  
630 BEVERLY-RANCOCAS ROAD  
WILLINGBORO NJ 08046-3718



*James A. DiGeronimo Jr.*  
State Treasurer

# ENGAGEMENT CONTRACT

for

## MUNICIPAL AUDITING SERVICES

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

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

**SECTION 1. SCOPE.** The Accountant shall perform the duties of Auditor on behalf of the Municipality as required by State Law or Municipal Ordinance. Under the terms of this contract the Accountant shall:

A. Act as the Municipal Auditor and employ at the Accountant's expense such personnel as are deemed necessary to carry on the duties prescribed for the Municipal Auditor.

B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ending December 31, 1998 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them.

C. The Accountant shall conduct the audit in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 1998, these schedules are required by the Department of Community Affairs, State of New Jersey Circular 98-07-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, Government Auditing Standards and Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.

E. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts of the various funds, and may include tests of the physical existence of inventories, if any, and direct confirmation of taxes and other receivables and certain other assets and liabilities by correspondence with selected taxpayers and customers, creditors, the solicitor and banks. At the conclusion of the audit, the Accountant will request certain written representations from the Municipality about the financial statements and matters related thereto.

## ENGAGEMENT CONTRACT (CONT'D)

### SECTION 1. SCOPE (CONT'D).

F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the Accountant will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by the Accountant. The Accountant will advise the Municipality, however, of any matters of that nature that come to the Accountants attention. The Accountant will also inform the Municipality of any other illegal acts that come to the Accountants attention, unless clearly inconsequential. The Accountants responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as auditors.

G. The Accountant understands that the Municipality will provide the Accountant with the basic information required to conduct the audit and that the Municipality is responsible for the accuracy and completeness of that information. The Accountant will advise the Municipality about appropriate accounting principles and their application and will assist in the preparation of the Municipality's financial statements, but the responsibility for the financial statements remains with the Municipality. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

H. In addition to the auditing services previously described, the Accountant shall also prepare the 1998 Annual Financial Statement, 1998 Annual Debt Statement and assist in preparing the 1999 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

I. The Accountant shall also perform such additional duties and render such additional services as may be agreed upon by the Accountant and Municipality.

J. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare maturity schedules, tax rate projections, prepare the Preliminary and Final Official Statements, control the printing of same, assist in obtaining bond ratings, cooperate with insurance agencies and shall perform all other duties that shall be required in connection with the temporary or permanent financing. The Accountant shall also prepare Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant.

**SECTION 2. COMPENSATION.** The Municipality agrees to pay to the Accountant, upon presentation of appropriate Municipal vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-J, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-H shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-J shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered.

## ENGAGEMENT CONTRACT (CONT'D)

**SECTION 3. AUTHORIZATION OF WORK.** The Governing Body of the Municipality shall have the power to authorize work under the provisions of this contract to the extent that there are adequate funds appropriated to compensate for such work performed in accordance with this contract.

**SECTION 4. SPECIAL CONSULTANTS.** Whenever the Accountant deems the interest of the Municipality so requires, the Accountant may, with the approval of the Governing Body of the Municipality, appoint Special Consultants to assist the Accountant in carrying on the prescribed duties of the Municipal Accountant.

**SECTION 5. RECORDS AND PAPERS.** All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of Accountant or copies thereof are the property of the Accountant and shall, upon termination or expiration of this contract, be made available to the Accountant's successor, at 601 White Horse Road, Voorhees, New Jersey, with the Accountant's consent to use all such materials in the best interest of the Municipality. Representatives of the cognizant agency (or its designee), other government audit staffs and the General Accounting Office shall have access to the audit working papers upon request. Working papers and reports shall be retained for at least three years after the date of the report or longer if requested by the cognizant agency. The Accountant is a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants (AICPA) Division for CPA firms. As a member, the Accountant must submit to a peer review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by the Accountant during the conduct of selected audits. As such, the audit engagement of the Municipality may be selected by the peer reviewer as part of this process. However, the conduct of a peer review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct.

**SECTION 6. INSURANCE/INDEPENDENT CONTRACTOR.** The Accountant shall maintain during the term of this contract insurance coverage or a plan of self insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.

**SECTION 7. TERM OF CONTRACT.** The term of this contract shall be for the period January 1, 1998 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

**SECTION 8. AFFIRMATIVE ACTION.** During the performance of this contract, the contractor agrees as follows:

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



## ENGAGEMENT CONTRACT (CONT'D)

### SECTION 8. AFFIRMATIVE ACTION (CONT'D).

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

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

D. The Accountant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

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

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

**ENGAGEMENT CONTRACT (CONT'D)**

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

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

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

**SECTION 10. CURRENT STANDARD HOURLY RATES.**

Partner	\$140.00
Manager	100.00/110.00/120.00
Supervisor	78.00/81.00/87.00
Senior Accountant	60.00/65.00/70.00
Staff Accountant	55.00/57.00/59.00
General Administration/ Report Processing	40.00

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

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

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

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

**SECTION 12. YEAR 2000 COMPLIANCE ASSESSMENT.** An audit of the financial statements performed in accordance with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey is not designed to determine whether the computer systems of the Municipality are Year 2000 compliant, or to provide any assurance on whether the Municipality has addressed all of the affected systems on a timely basis. Further, we have no responsibility with regard to the systems of vendors, service providers, or any other third parties. These are the responsibilities of the Municipality's management. However, we may choose to communicate matters that come to our attention relating to the Year 2000 Issue.

**ENGAGEMENT CONTRACT (CONT'D)**

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

**Township of Willingboro:**

By: *Deborah G. Johnson*  
Date: *1/15/99*

Attest: *Philip S. ...*

**Bowman & Company LLP:**

By: *Stephen ...*  
Date: *1/15/98*

Attest: *Connie O'Shaughnessy*

**APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT**



**AMPER, POLITZINER & MATTIA**  
CERTIFIED PUBLIC ACCOUNTANTS  
and CONSULTANTS

PRINCETON, NEW JERSEY  
(609) 924-1010

FLEMINGTON, NEW JERSEY  
(908) 782-3021

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

—  
(908) 287-1000

August 22, 1996

To the Partners  
Bowman & Company LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 1996. Our review was conducted in conformity with standards established by the Peer Review Board of the American Institute of Certified Public Accountants (AICPA). We tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests included a review of selected accounting and auditing engagements.

In performing our review, we have given consideration to the quality control standards issued by the AICPA. Those standards indicate that a firm's system of quality control should be appropriately comprehensive and suitably designed in relation to the firm's size, organizational structure, operating policies, and the nature of its practice. They state that variance in individual performance can affect the degree of compliance with a firm's quality control system and, therefore, recognize that there may not be adherence to all policies and procedures in every case.

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 1996, met the objectives of quality control standards established by the AICPA and was being complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards in the conduct of that practice.

Bowman & Company LLP is a member of the private companies practice section of the AICPA Division for CPA Firms (the section) and has agreed to comply with the membership requirements of the section. In connection with our review, we tested the firm's compliance with those requirements to the extent we considered appropriate. In our opinion, the firm was in conformity with the membership requirements of the section during the year ended May 31, 1996, in all material respects.

AMPER, POLITZINER & MATTIA

## APPENDIX 2 - COMMUNICATION WITH AUDIT COMMITTEE OR OTHER RESPONSIBLE INDIVIDUALS

### INTERNAL CONTROL STRUCTURE

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

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

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

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

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

## COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

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

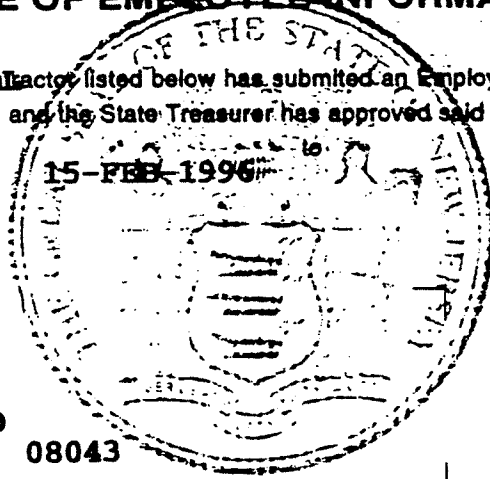
15

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

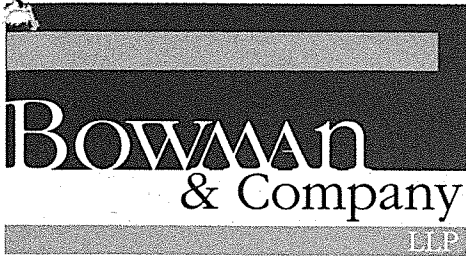
15-FEB-1996

to  
15-NOV-1999



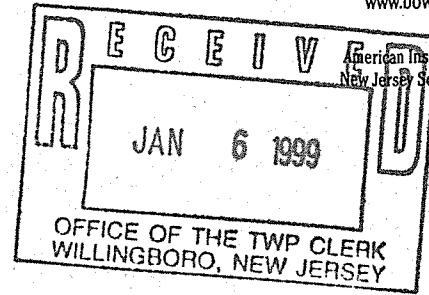
**BOWMAN & COMPANY**  
**601 WHITE HORSE ROAD**  
**VOORHEES NJ 08043**

*Gia W. Jones*  
State Treasurer



Certified Public Accountants & Consultants  
601 White Horse Road  
Voorhees, NJ 08043-2493  
(609) 435-6200  
Fax: (609) 435-0440  
E-Mail cpas@bowmanllp.com  
www.bowmanllp.com

Members of:  
American Institute of CPAs  
New Jersey Society of CPAs



January 5, 1999

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

Dear Mrs. Lichtenstadter:

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

Enclosed are two copies of an Engagement Contract for Municipal Auditing Services covering the 1998 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

A handwritten signature in cursive script, appearing to read "Stephen E. Ryan".

Stephen E. Ryan

SER:bo  
Enclosure



## A G R E E M E N T

THIS AGREEMENT, made as of this 2nd day of JAN, 1999, between the TOWNSHIP OF WILLINGBORO, a body politic of the State of New Jersey, herein designated as the "Township," party of the first part, and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at One Riverfront Plaza, Newark, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

### WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the Township Attorney for review. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the

closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the Township Attorney for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$400. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3G, there will be additional fees to be charged at the flat hourly rates reflected in subparagraph 3G. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing including tax anticipation notes involving a private placement shall be \$.50 per thousand dollars of notes issued with a minimum fee of \$800.

D. Services rendered in regard to arbitrage compliance and related tax analysis and services involving disclosure and official statement work in connection with the issuance of

bonds and bond and tax anticipation notes will be billed at the flat hourly rates reflected in subparagraph 3G.

E. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the flat hourly rates reflected in subparagraph 3G will be charged.

F. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 for each refunded issue in addition to the fees described herein.

G. Services rendered on an hourly basis as reflected above or beyond the scope of those specified above will be billed at the hourly rates of \$90 per hour for legal assistants and a flat rate of \$175 per hour for attorneys.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be based on hourly rates referred to herein.

I. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

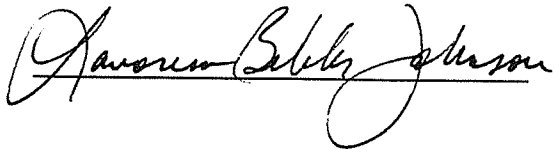
4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4(d).

IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

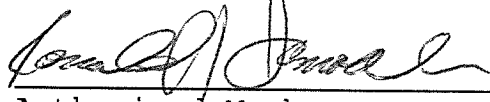
TOWNSHIP OF WILLINGBORO

ATTEST:

  
Clerk

By: 

McMANIMON & SCOTLAND, L.L.C.

By:   
Authorized Member

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

TELEPHONE  
(973) 622-1800

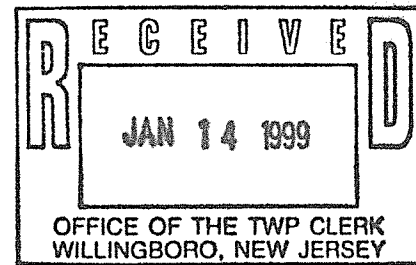
ONE RIVERFRONT PLAZA, FOURTH FLOOR  
NEWARK, NEW JERSEY 07102-5408

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

Direct Dial Number: (973) 622-5056

January 11, 1999

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



Dear Rhoda:

Thank you for your letter of January 8, 1998. Accordingly, we have enclosed an original and one copy of our fee agreement to provide Bond Counsel services to the Township. Please return one executed copy to me for my files.

Please convey my thanks to the governing body for its continuing confidence in our firm. I look forward to working with you.

Sincerely yours,

Ronald J. Ianoale

RJI/sg  
encl.

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

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

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

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

I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro.

II. TERM. This appointment shall fill an unexpired term until December 31, 1999.

III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro and to the Planning Board and the Zoning Board of Adjustment of the Township of Willingboro as the Township Engineer, as set forth in the Revised General Ordinances of the Township of Willingboro.

IV. COMPENSATION.

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

V EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



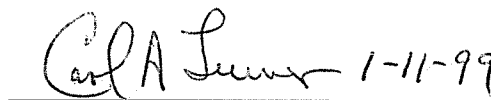
X CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

X1 ENTIRE AGREEMENT This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in any writing executed by the parties hereto.


X11 AMENDMENTS The parties hereto may, by mutual agreement, change the scope of service or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO

  
LAVONNE BEBLER JOHNSON  
MAYOR

 1-11-99  
CARL A TURNER  
TOWNSHIP ENGINEER

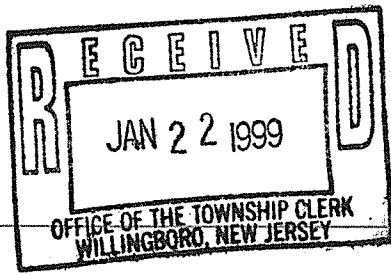
ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

DATE 1/15/99



More than a Civil Engineering Firm



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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

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

January 21, 1999

Willingboro Township  
Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

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

Attention: Mrs. Rhoda Lichtenstadter, Clerk

RE: Professional Services Agreement

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Gary S. Dirkin  
Mark E. Malinowski, PE  
Shvin G. Patel, PE  
Carl A. Turner, PE  
Kevin J. Webb, PE

Dear Mrs. Lichtenstadter:

In accordance with the Provisions of the Professional Services Agreement for appointment as Township Engineer, I am herewith forwarding to your office, for your files, our firm's Certificate of Employee Information Report.

Please call if you have any questions.

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, P.E.  
Willingboro Township Engineer

Ernest J. DeFelicis, Jr., CLA  
Gordon L. Lenthner, LS  
Theresa C. McGettigan, CLP  
Dwain R. Ruble, LS  
Surbachan Sethi, PE  
Gary Zube, LS

CT: dac

Enclosure

Consultant  
Kenneth Anderson, PE & LS, PP

SEC\GENERAL\CARL\WBOROCERT.J21.DOC (99)

Certification

6779

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the <sup>RENEWAL</sup> contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-1992 to 15-FEB-1999



LORD, ANDERSON, WORRELL & BARNETT, INC.  
651 HIGH ST.  
BURLINGTON NJ 08016

*Douglas C. Sermon*  
State Treasurer

RESOLUTION NO. 1999- 4

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

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of January, 1999 as follows:

1.; First Union Bank NA South Jersey; Summit Bank; Farmers & Mechanics; Midlantic National Bank; National Westminster Bank; New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 1999. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.

3. The first Tuesday of each month, at 7:30 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

4. The rate of interest to be charged for the non-payment of taxes or added assessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be either percent (8%) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars (\$1,500), which shall be computed and charged to the principal sum due.

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

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

Resolution No. 4, 1999 cont'd.

The custodian of such funds shall be Bonnie Chehames, and the fund shall be closed out prior to December 31, 1999, in accordance with existing law.

6. A petty cash fund in the amount of *FIFTY* (\$50) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 1999, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A:5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 1999, in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 1997, in accordance with existing law.

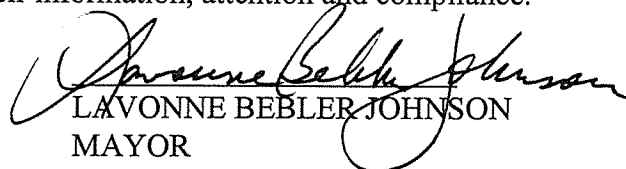
9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insecton permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.

10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation:

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

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999- 5

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

---

WHEREAS, vacancies exist on various Township Boards and  
Comissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembleld in Reorganizational session this 2nd day of  
January, 1999, that the following are appointed to the positions and for the terms  
designated:

1. CONSTABLES, 1 year term expiring 12/31/99  
JAMES GRAY
  2. HERITAGE COMMISSION, 3 year term expiring 12/31/2001  
Mary Ellen Flynn – Karen Abdul-Malik El Amin – Dr. Betty Spinner
  3. HUMAN RELTIONS COMMISSION - 3 year term expiring 12/31/2001
- TO BE ANNOUNCED.
4. PLANNING BOARD - 4 year term expiring 12/31/2002  
Stanley Schechter –  
Alt #1 – Dorothy Collins – 12-31-2000  
Alt #2 – Shelly Pollon - 12-31-99
  5. PUBLIC COMMUNICATIONS - 2 year term expiring 12/31/2000  
Dr. Betty Spinner  
Pat Lindsey Harvey (to fill vacancy) 12-31-99
  6. ADVISORY BOARD/SHELTER FOR ABUSED WOMEN - 3 year term  
ending 12/31/2001  
Rovena Brunson – Sally Scheidmantel Heidi S-Kondering  
Cleophus Robinson (to fill vacancy) 12-31-99

Page 2.

. 5 -1 1998 Cont'd.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

2 year term expiring 12-31-2000

Delbert Payne - Joseph Flamini

ENVIRONMENTAL COMMISSION - 3 year term expiring 12-31-2001

Steven Silberstein - 12-31-2001

Marion Huddleston - 12-31-2001

Alternate #1 - (2 year) - Cristal Holmes-Bowie 12-31-2000

Alternate #2 - (1 year) - Marilyn Ababio - 12-31-99

ZONING BOARD OF ADJUSTMENT - 4 year term expiring 12/31/2002

Robert Griech - Linda Taylor

Alt. #1 - Lizzie Morris (2 year) 12-31-2000

Alt. #2 - Wilma Stephenson (1 year) - 12-31-99

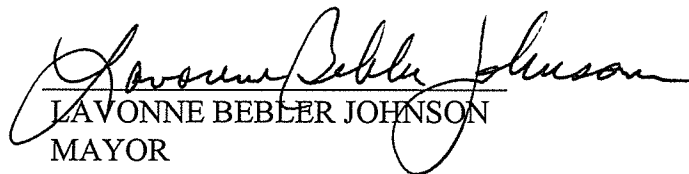
TOWNSHIP PHOTOGRAPHER

George Bussey - 12-31-99


SPECIAL EVENTS - One year term

James Gray - 12-31-99

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

MAYOR'S APPOINTMENTS

BURLINGTON COUNTY COMMITTEE OF FIFTY

Millie Gama (one year) 12-31-99

ENVIRONMENTAL COMMISSION

Steven Silberstein – (to fill vacancy) 12-31-2001

Marion Huddleston 12-31-2001

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

#2 alternate Marilyn Ababio – 12-31-99

LIBRARY BOARD OF TRUSTEES 5 year term

Harry Kendall – 12-31-2003

YOUTH ACHIEVEMENT COMMITTEE (one year)

Sandra Solomon

Gigila Moore

Ida Peace

Patricia Toatley

Sherrie Morris

Lizzie Morris

Anne Lubeck

John E. Collins

Demetrius Tilley

Thelma Allen

Gloria Matthews

Kim Chiolan

Gloria Edwards

TOWNSHIP PHOTOGRAPHER

George Bussey, Sr.

12-31-99



## MANAGER'S APPOINTMENTS

### HUMAN RELATIONS COMMISSION (3 year term)

Heidi S. Kondering - 12-31-2001

Griselda D. Thomas - 12-31-2001

Lt. James Evans - ad hoc 12-31-99

Police Dept. Rep. 1999 – Sgt. William Payton 12-31-99

### ECONOMIC DEVELOPMENT COMMITTEE (2 year Term)

Rodney McDonald – 12-31-2000

Jack Vassallo - 12-31- 2000

### LOCAL ASSISTANCE BOARD (4 year term)

Rev. Jesse Irvin - 12-31-2002

### SHELTER BOARD

1. Manager to appoint a member of Police Department - Donna Dimitri - 12-31-99

RESOLUTION NO. 1999 - 6

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

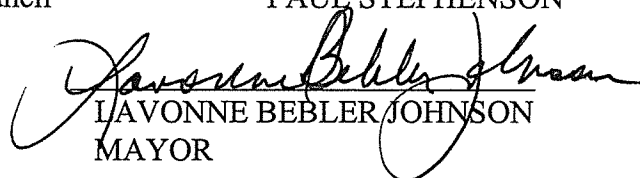
---


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 2nd day of January, 1999, that the following Council members are appointed to the following positions for the year 1999

Class III Member, Planning Board	JEFFREY E. RAMSEY
Advisory Board, Shelter for Abused Women	JEFFREY RAMSEY
Environmental Commission Liaison	EDDIE CAMPBELL, JR.
Heritage Commission Liaison	PAUL STEPHENSON
Human Relations Commission Liaison	LAVONNE JOHNSON
Local Assistance Board Liaison	JAMES AYRER
Public Communications Committee	JAMES AYRER
Youth Achievement Committee	EDDIE CAMPBELL, JR.
N.J. Motion Picture TV Council	PAUL STEPHENSON

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

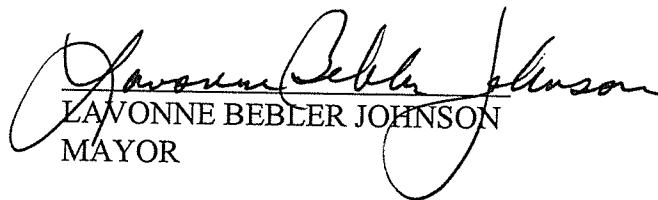
RESOLUTION NO. 1999 - 7

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

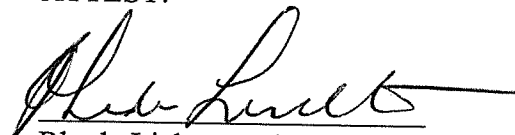
WHEREAS, the Open Public Meetings Act requires Township Council to  
adopt a Resolution establishing dates, times and places for their meetings and to give  
notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in Reorganizational Session, this 2nd day of  
January, 1999, that the Willingboro Township Council shall meet at the Municipal  
Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times  
set forth on the attached schedule; and

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

COUNCIL MEETINGS - 1999

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

TENTATIVE DATES – 1999 BUDGET – (WEDNESDAY)

JANUARY 2(reorg), , 16, (S) 19, (20) 26, (27)

FEBRUARY 2, (3),6 (S), 16, (17) 20(S) 23, (24)

MARCH 2, (3),6, (S) 16, (17),20 (S), (24), 30, (31)

APRIL 6, 10(S),20, 24(S),27

MAY 1(S), 4, 15 (S),18, 25.

JUNE 1, 5 (S) 15, 19(S), 29.

JULY 6, 10(S), 24(S), 27

AUGUST 3, 7(S), 21(S), 31

SEPTEMBER 7,11(S),21, 25(S), 28

OCTOBER 2(S), 5, 16(S), 19, 26.

NOVEMBER 6(S), 9, 23, 30. (3rd week League of Mun.)

DECEMBER 4(S), 7, 18(S), 21, 28

## 1999 HOLIDAY SCHEDULE

1. Friday, January 1, 1999 - Observance of New Year's Day
2. Monday, January 18, 1999 - Martin Luther King Day
3. Monday, February 15, 1999 - President's Day
4. Friday, April 2, 1999 - Good Friday
5. Monday, May 31, 1999 - Memorial Day
6. Friday, July 5, 1999 - Fourth of July
7. Monday, September 6, 1999 - Labor Day
8. Monday, October 11, 1999 - Columbus Day
9. Wednesday, November 11, 1999 - Veteran's Day
10. Thursday, November 25, 1999 - Thanksgiving Day
11. Friday, November 26, 1999 - Day after Thanksgiving
12. Friday, December 24, 1999 - Christmas Day Observance

## 1999 OTHER DATES OF INTEREST

- Zon. Bd. Reorg. Wed. Jan. 6th & Planning Bd. Reorg. Monday Jan. 11th  
Wednesday, March 31st - First Night of Passover
- Sunday, April 4th - Easter Sunday
- Tuesday, April 20th - School Board Election
- Wednesday, April 14th - Rabies Clinic
- Wednesday, May 19<sup>th</sup> - Rabies Clinic
- Tuesday, June 1<sup>st</sup> - Primary Day
- Friday, Sept. 10th - First night of Rosh Hashana, first day Sept. 11th  
Sunday nite Sept 19th - Yom Kippur begins, Sept. 20th Yom Kippur Day
- Tuesday, November 2nd - Election Day.

RESOLUTION NO. 1999 - 8

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

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

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

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

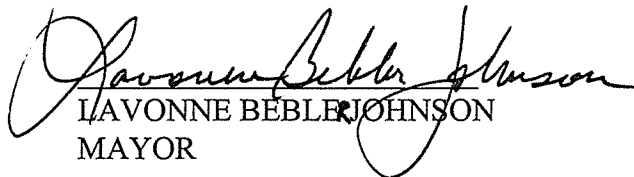
WHEREAS, there are other appeals that may be filed with the Burlington County Board of Taxation or the New Jersey Tax Court on behalf of the Township of Willingboro or in which the Township of Willingboro has an interest;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 1999, that the Willingboro Township Assessor, in fulfillment of his duties and the requirements of his office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

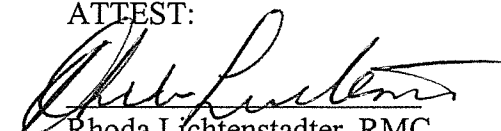
BE IT FURTHER RESOLVED, that the Assessor and the Solicitor of the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and they are each authorized to execute stipulations or settlements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

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

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

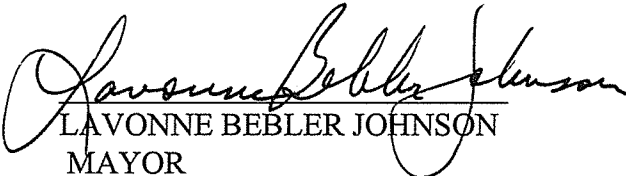
RESOLUTION NO. 1999 - 9

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

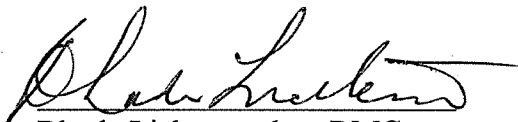
WHEREAS, Willingboro Township is a member of the Professional Municipal Management Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 1999, that Norton N. Bonaparte, Jr. is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro for a term expiring December 31, 1999, and Denise Rose is hereby appointed as the alternate Insurance Fund Commissioner for a term expiring December 31, 1999, to represent the Township of Willingboro whenever Norton N. Bonaparte, Jr. is unable to attend a meeting.

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999- 10

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

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

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

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 1999:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 1999, that the following fee schedule is hereby established for professional fees:

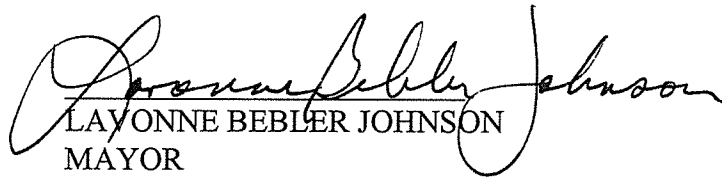
Principal Engineer	-----	\$110/hr.
Associate Engineer	-----	96hr
Professional Engineer	-----	89hr
Project Engineer	-----	85hr
Engineer/technician	-----	65hr
Project Coordinator	-----	50hr
Survey Coordinator	-----	86hr
Survey Analyst	-----	44hr
Party Chief	-----	61hr
Transitman	-----	45hr
Rodman	-----	29hr
Environmental Scientist	-----	80hr
Environmental Technician	-----	55hr
Sanitarian	-----	55hr
Sanitarian Technician	-----	27hr
Chief Drafter	-----	70hr
CAD Drafter	-----	67hr
Drafter	-----	50hr
Planner	-----	62hr
Cert. Landscape Architect	-----	70hr
Landscape Architect	-----	47hr
Recreational Designer	-----	43hr
Technical Aide	-----	20hr
Chief Inspector	-----	71hr
Project Inspector	-----	66hr
Inspector	-----	49hr
Mileage	-----	0.30/mile
Meetings	-----	100.00



Page 2

Res. No. 1999 – 10 cont'd.

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

  
LAYONNE BEBLER JOHNSON  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

<b>LORD, ANDERSON, WORRELL &amp; BARNETT, INC. 1999 SCHEDULE OF HOURLY FEES</b>	
<b>TITLE</b>	<b>HOURLY FEE</b>
Principal	\$110.00
Associate Principal	96.00
Professional Engineer	89.00
Project Engineer	85.00
Engineer/Technician	65.00
Project Coordinator	50.00
Survey Coordinator	86.00
Survey Analyst	44.00
Party Chief	61.00
Transitman	45.00
Rodman	29.00
Environmental Scientist	80.00
Environmental Technician	55.00
Sanitarian	55.00
Sanitarian Technician	27.00
Chief Drafter	70.00
CAD Drafter	67.00
Drafter	50.00
Planner	62.00
Certified Landscape Architect	70.00
Landscape Architect	47.00
Recreational Designer	43.00
Technical Aide	20.00
Chief Inspector	71.00
Project Inspector	66.00
Inspector	49.00
Mileage (Per Mile)	0.30
Meetings	100.00

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



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

*More than a Civil Engineering Firm*

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

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

December 29, 1998

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

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

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP

Attention: Ms. Rhoda Lichtenstadter, Township Clerk

Harry S. Dirkin  
Mark E. Malinowski, PE


Dear Ms. Lichtenstadter:

Shvin G. Patel, PE  
Carl A. Turner, PE  
Kevin J. Webb, PE

As requested, I am submitting a copy of Lord, Anderson, Worrell & Barnett's 1999  
Municipal fee schedule.

Herold J. DeFelicis, Jr., CLA  
Jordan L. Lenher, LS  
Teresa C. McGettigan, CLP  
Iwain R. Ruble, LS  
Nurbachan Sethi, PE  
Gary Zube, LS

Yours very truly,  
LORD, ANDERSON, WORRELL & BARNETT, INC.

  
Carl A. Turner, P.E.  
Township Engineer

Consultant  
Kenneth Anderson, PE & LS, PP

CT: dac

Enclosure

CARL\DEC\WILLFEESCHEDULE.DOC (98)

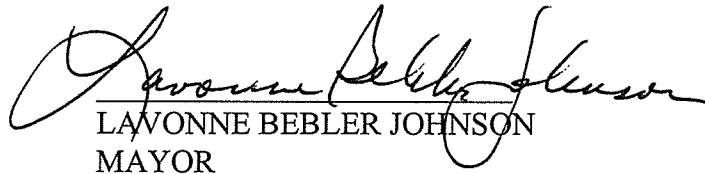
RESOLUTION NO. 11 - 1999

A RESOLUTION REQUIRING THE ADOPTION OF  
A CASH MANAGEMENT PLAN .


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in reorganizational session this 2<sup>ND</sup> day of  
January, 1999, that the Township Council has entered into a Cash Management Plan, as  
per the attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

**I. STATEMENT OF PURPOSE.**

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

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

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

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

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

N/A

**III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.**

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

**IV. DESIGNATION OF DEPOSITORIES.**

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

Summit Bank, First Union Bank, Farmers and Mechanics, New Jersey Cash Management Fund, Andrews Federal Credit Union.

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

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

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

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

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

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

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

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

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

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

Local Government Investment Pool. An investment pool:

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

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

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

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

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

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

VIII. REPORTING REOUIREMENTS.

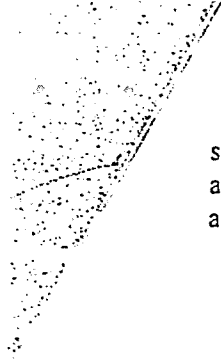
On the first Council meeting of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Township a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at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

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

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, to December 31, 1998. Attached to this Plan is a resolution of the governing body of the Township approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to





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

RESOLUTION NO. 1999 - 12  
A RESOLUTION PERMITTING THE AUTHORIZATION OF  
PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

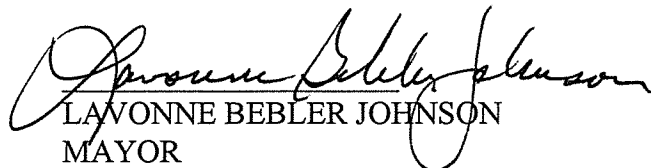
WHEREAS, the provisions of N.J.S.A. 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment of advances to officers and employees of the local unit toward their expenses for authorized official travel; and

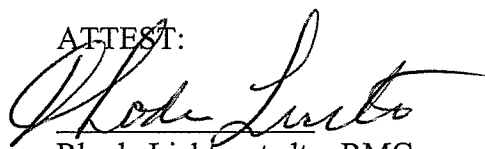
WHEREAS, any such resolution shall provide for the verification and adjustment of such expenses and advances and the repayment of any excess advanced, by means of a detailed bill of items or demand; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 1999, that this resolution covers all such expenditures from the 1999 budget; and

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter RMC

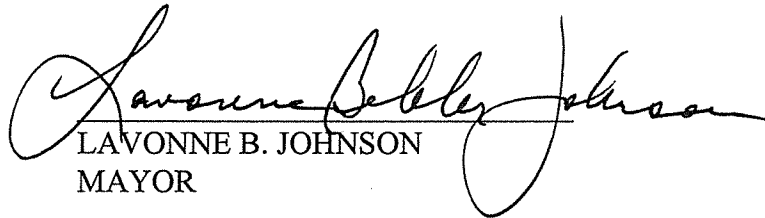
RESOLUTION NO. 1999-13  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and


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 2<sup>ND</sup> day of January 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

INTEGRITY TITLE AGENCY 1415 RT. 70 EAST, SUITE 405 CHERRY HILL, N.J. 08034 BLOCK 727 LOT 87 10 GALLANT LANE OVERPAYMENT TAXES	\$707.03
NORWEST ELECTRONIC TAX SERV. 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 1015 LOT 6 35 NEVADA LANE APPEAL	703.28
DEMOSS, LEWIS & PAULINE 9 BONNIE LANE BLOCK 229 LOT 3 9 BONNIE LANE VETERAN DEDUCTIONS	150.01
KAPRAL, WILLIAM & DOROTHY 29 BARTLETT LANE BLOCK 222 LOT 30 29 BARTLETT LANE VETERAN DEDUCTION	50.00
WILLIAMSON, CHARLES & VIOLET 43 MIDFIELD LANE BLOCK 527 LOT 24 43 MIDFIELD LANE VETERAN DEDUCTION	50.00
SURETY TITLE CORP. 3 GREENTREE CENTER MARLTON, N.J. 08053 BLOCK 701 LOT 1 51 GARDENBROOK LANE OVERPAYMENT TAXES	164.19

**RESOLUTION NO. 1999-14**

**A RESOLUTION AUTHORIZING LIENS AGAINST  
REAL PROPERTY FOR THE ABATEMENT OF  
CERTAIN CONDITIONS IN ACCORDANCE WITH  
THE PROPERTY MAINTENANCE CODE OF THE  
TOWNSHIP OF WILLINGBORO.**

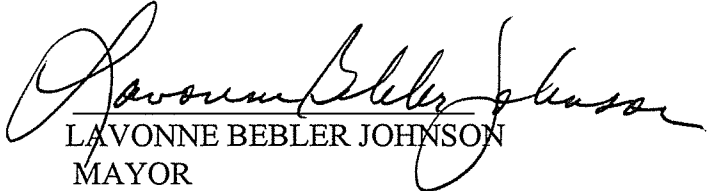
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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

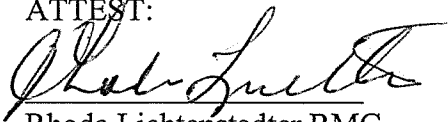
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of January, 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: January 1, 1999  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$17,102.00 for the time period of September 1, 1998 thru January 1, 1999.

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

ADDRESS	BLOCK & LOT	AMOUNT	WORK DONE
<u>LAWN &amp; LANDSCAPING</u>			
See attached list:			
161 properties	@ \$ 40.00	\$6440.00	
24 properties	@ \$ 80.00	\$1920.00	
1 property	@ \$110.00	\$ 110.00	
2 properties	@ \$120.00	\$ 240.00	
1 property	@ \$167.00	\$ 167.00	
1 property	@ \$175.00	\$ 175.00	
1 property	@ \$260.00	\$ 260.00	
*****			
26 Raeburn	BL 903 L 42	\$ 210.00	Rem int/ext debris
38 Harrington	BL 642 L 30	\$ 170.00	Rem int/ext debris
24 Hollis	BL 638 L 3	\$ 80.00	Brd/paint windows
38 Harrington	BL 642 L 30	\$ 730.00	Brd/paint windows & drs;brd holes/soffitts
48 Ember	BL 833 L 75	\$ 320.00	Sec property
34 Elderberry	BL 837 L 47	\$ 80.00	Sec gar dr
16 Harwick	BL 643 L 16	\$ 720.00	Clean up/rem T&D; cut grass;trim shrubry
66 Pheasant	BL 310 L 1	\$ 80.00	Bd/paint kit.window
8 Peartree	BL 307 L 3	\$ 175.00	Bd/paint rear window & btm panel gar dr
24 Bloomfield	BL 208 L 7	\$ 435.00	Rem T&D fr driveway
41 Twin Hill	BL 1101 L74	\$ 80.00	Bd/paint rear gar dr
5 Brooklawn	BL 201 L 2	\$ 255.00	Sec frt dr w/lock/hasp; bd/paint rear w&dr
40 Turner	BL 1101 L 10	\$1995.00	Emer furnace repl
34 Sheffield	BL 105 L 15	\$2460.00	Emer sewer repl
TOTAL		\$17102.00	

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

*Leonard Mason*  
 Leonard Mason  
 Director of Inspections

CONTRACTOR:

*Mr. Allen*

ADDRESS	JOB DESCRIPTION
26 BARCOCK LANE	GRASS
33 BABBITT LANE	GRASS
75 BALDWIN LANE	GRASS
27 BALFOUR LANE	GRASS
50 BALFOUR LANE	GRASS
20 MEDLEY LANE	GRASS
24 MEDLEY LANE	GRASS
58 MEDLEY LANE	GRASS
80 MERCATOR LANE	GRASS
49 MIDDLEBURY LANE	GRASS
86 MIDDLEBURY LANE	GRASS
114 MIDDLEBURY LANE	GRASS
16 MIDVALE LANE	GRASS
126 MILLBROOK LANE	GRASS
63 MONTCLAIR LANE	GRASS
12 BUCKNELL LANE	GRASS
22 BUCKNELL LANE	GRASS
34 BUTTONBUSH LANE	GRASS
23 BUCKINGHAM DRIVE	GRASS
74 BUCKINGHAM DRIVE	GRASS
1 BUCKNELL LANE	REMOVE TRASH AT CURB/MOW LAWN

CONTRACTOR:

*Mr. Allen*

ADDRESS	JOB DESCRIPTION
38 MEDFORD LANE	GRASS
17 BELMONT LANE	GRASS
54 BELMONT LANE	GRASS
60 BELMONT LANE	GRASS
63 BROOKLAWN LANE	GRASS
24 BLOOMFIELD LANE	GRASS
45 BLOOMFIELD LANE	GRASS
54 BLOOMFIELD LANE	GRASS
65 BLOOMFIELD LANE	GRASS
11 BOTANY CIRCLE	GRASS
29 BOTANY CIRCLE	GRASS
5 BROOKLAWN LANE	GRASS



CONTRACTOR:

*Mr allen*

7

ADDRESS	JOB DESCRIPTION
70 BELMONT LANE	GRASS
42 BENDIX LANE	GRASS
31 BERKSHIRE LANE	REMOVE ALL TRASH/DEBRIS/MOW LOT
60 BERKSHIRE LANE	REMOVE TRASH, DEBRIS, MOW GRASS
7 BALLAD LANE	GRASS
58 BARRINGTON LANE	GRASS
55 BEAVERDALE LANE	GRASS
73 BEAVERDALE LANE	GRASS
29 BELHURST LANE	GRASS
67 BELHURST LANE	GRASS
41 BABCOCK LANE	GRASS/TRASH/DEBRIS
24 BERMUDA LANE	GRASS/TRASH/DEBRIS
11 BIRDSEYE LANE	GRASS/TRASH/DEBRIS
14 BIRDSEYE LANE	GRASS
28 BLUEBERRY LANE	GRASS
72 BOLTON LANE	GRASS
24 BONNIE LANE	GRASS/TRASH/DEBRIS
38 BONNIE LANE	GRASS/TRASH/DEBRIS
35 BONNIE LANE	GRASS
32 MARBLESTONE LANE	GRASS
36 MEADOW LARK LANE	GRASS
21 MEDALLION LANE	GRASS
38 MEDFORD LANE	GRASS/REMOVE T. CANS

CONTRACTOR:

*Mr Allen*

ADDRESS	JOB DESCRIPTION
59 GARRISON	GRASS/WEEDS
9 GLOVER LANE	GRASS/WEEDS
12 GARLAND LANE	GRASS/WEEDS
100 PENNYPACKER DRIVE	GRASS, REMOVE FALLEN FENCE SLA
100 PENNYPACKER DRIVE	TES LYING ON THE GROUND
85 THORNHILL LANE	GRASS

CONTRACTOR: Mr. Allen

ADDRESS	JOB DESCRIPTION
18 PASTORA LANE	GRASS
54 PENNANT LANE	GRASS
48 EMBER LANE	GRASS
100 EVERGREEN LANE	GRASS

CONTRACTOR:

Mr Allen

ADDRESS	JOB DESCRIPTION
197 Somerset Drive	Grass/Weeds
35 Snowflower Lane	Grass/Weeds
65 Sherwood Lane	Grass/Weeds
43 Glenview Lane	Grass/Weeds
10 Gallant Lane	Grass/Weeds
42 Granby Lane 1/2	Grass/Weeds
33 General Lane L	Grass/Weeds
51 Gardenbrook Lane 2	Grass/Weeds
82 Gardenbrook Lane V	Grass/Weeds
5 Gunner Lane	Grass/Weeds
97 Gabriel Lane	Grass/Weeds
87 Gardenbrook Lane	Grass/Weeds
8 Garnet Lane	Grass/Weeds
44 Galloway Lane V	Grass/Weeds
8 Galloway Lane V	Grass/Weeds
26 Garner Lane V	Grass/Weeds
14 SNOWFLOWER LN	REMOVE TRASH
RECIPE QUER	BOLDWOOD
PHONE	FROM YARD TIES
	TO DUMPING
24-MEDLEY	TRIM BUSHES &
	HEDGE FROM

SIDE WALK  
& DRIVE 1/2 HALL

CONTRACTOR:

*Mr. Allen 10-*

ADDRESS	JOB DESCRIPTION
46 Primrose Lane	grass,remove weeds in pool
<del>45</del> 45 Primrose Lane	remove branches dangling into pool
2 Peacock Lane	Grass
12 Ember Lane	Grass, remove debris
Levison Field-Sidney Lane	Grass, weeds
Mobil Gas Station 4266 Rte 130	grass/weeds
<del>91</del> 91 Sheffield Drive ✓	Grass
<del>110</del> 110 Somerset Drive ✓	Grass
25 Spindletop Lane	Grass/Weeds
18 Sedgewick Lane	Grass/Weeds
<del>204</del> 204 Somerset Drive	Grass/Weeds
2 Shelbourne Lane	Grass/Weeds
16 Sandstone Lane	Grass/Weeds
7 Sudberry Lane	Grass/Weeds
232 Somerset Drive	Grass/Weeds
225 Somerset Drive	Grass/Weeds
24 South Sunset Rd.	Grass/Weeds
38 Ironside Court Industrial Driv	Grass/Weeds
41 Garrison Lane	Grass/Weeds
<del>61</del> 61 Sheffield Lane	Grass/Weeds
29 Stirrup Lane	Grass/Weeds
20 Springfield Lane	Grass/Weeds
73 Somerset Lane	Grass/Weeds

Contractor: Ennis Allen

Assignment Log

No.	Address	Job Description
1	72 Parish Ln	grass
2	145 Pheasant Ln	grass
3	28 East Ln	grass
4	52 Enfield Ln	grass
5	74 Niagra Ln	grass & weeds
6	2 Henderson Ln	grass & weeds
7	61 Sheffield Dr.	grass & weeds
8	182 Beverly Rancocas Rd	grass & weeds
		trim all overgrown shrubby & hedges on property -remove high weeds immediately behind dwelling in fenced areas
9	29 Pennant Ln	
10	62 Hinsdale Ln	grass
11	18 Pastoral Ln	grass
12	29 Pennant Ln	grass
13	43 Temple Ln	grass
14	59 Palfrey Ln	grass
15	41 Garrison Ln	grass
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		

Contractor: Ennis Allen

Assignment Log

No.	Address	Job Description
1	Levisons Field Sidney Ln	grass, weeds
2	Mobile Admin. Service	grass, weeds
3	91 Sheffield Ln	grass, weeds
4	110 Somerset Dr.	grass, weeds
5	18 Sedgewick Ln	grass, weeds
6	204 Somerset Dr.	grass, weeds
7	2 Shelbourne Ln	grass, weeds
8	16 Sandstone Ln	grass, weeds
9	7 Sudberry Ln	grass, weeds
10	232 Somerset Dr.	grass, weeds
11	29 Stirrup Ln	grass, weeds
12	20 Springfield Ln	grass, weeds
13	73 Somerset Dr.	grass, weeds
14	35 Snowflower Ln	grass, weeds
15	65 Sherwood Ln	grass, weeds
16	25 Spindletop Ln	grass, weeds
17	43 Glenview Ln	grass, weeds
18	10 Gallant Ln	grass, weeds
19	42 Granby Ln	grass, weeds
20	33 General Ln	grass, weeds
21	51 Gardenbrook Ln	grass, weeds
22	5 Gunner Ln	grass, weeds
23	97 Gabriel Ln	grass, weeds
24	68 Hewlet Ln	grass, weeds
25	38 Hancock Ln	grass, weeds
26	59 Hadley Ln	grass, weeds
27	6 Hall Ln	grass, weeds
28	79 Hazelwood Cr. -Vacant	grass, weeds
29	62 Hinsdale Ln	grass
30	44 Parkside Cr.	grass
31		
32	Totals	

28	15 Bucknell	
29	12 Nottingham Dr.	grass
30	29 Northhampton Dr.	grass
		grass, weeds, remove boxes & branches
31	15 Midvale Ln	
32	Totals	



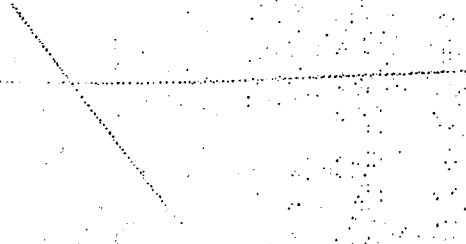
### Assignment Log

No.	Address	Job Description
1	60 Berkshire Ln	trash & debris trim hedges
2	24 Bermuda Ln	grass
3	24 Bermuda Ln	trash & debris
4	11 Birdseye Ln	grass
5	11 Birdseye Ln	debris, grass
6	24 Bloomfield	grass, trim hedges from sidewalk
7	45 Bloomfield	grass
8	54 Bloomfield	grass
9	65 Bloomfield	grass
10	65 Bloomfield	trash & debris
11	28 Blueberry Ln	grass
12	72 Bolton Ln	grass
13	24 Bonnie Ln	grass, trash & debris
14	38 Bonnie Ln	trash & debris grass
15	11 Botany Cr.	grass
16	29 Botany Cr.	grass
17	5 Brooklawn Dr.	grass
18	63 Brooklawn Dr.	grass
19	23 Buckingham Dr.	grass
20	74 Buckingham Dr.	grass
21	1 Bucknell Ln	grass, trash & debris
22	12 Bucknell Ln	grass
23	22 Bucknell Ln	grass
24	15 Buttercup Ln	grass
25	30 Buttercup Ln	grass
26	34 Buttonbush Ln	grass
27	483 Charleston Rd.	grass rear & sides

30	21 Berkshire Ln	mow lot
31	60 Berkshire Ln	grass
32	Totals	

30-32

30-32



Contractor: Ennis Allen

Assignment Log

No.	Address	Job Description
1	21 Excell Lane	grass
2	48 Elderberry Lane	grass
3	16 Eldridge Ln	grass
4	44 Galloway Ln.	grass & weeds
5	82 Gardenbrook Ln.	grass & weeds
6	8 Galloway Ln	grass & weeds
7	26 Garner Ln.	grass & weeds
8	87 Gardenbrook	grass & weeds
9	8 Garnet Ln.	grass
10	24 Sunset	grass
11	30 Penny Packer Drive	grass, clean up leaves, roofing and siding - disposed of at Landfill
12	8 Peartree Ln.	grass
13	83 Earnshaw Ln.	grass
14	41 Babcock Ln	grass, trash & debris
15	75 Baldwin Ln	grass
16	27 Balfour Ln	grass, remove all tree cuttings
17	50 Balfour Ln	grass
18	7 Ballad Ln	grass
19	58 Barrington Ln	grass
20	55 Beaverdale	grass
21	73 Beaverdale	grass
22	29 Belhurst Ln	grass
23	67 Belhurst Ln	grass
24	17 Belmont Ln	grass
25	54 Belmont Ln	grass
26	60 Belmont Ln	grass
27	70 Belmont Ln	grass
28	42 Bendix Ln	grass
29	31 Berkshire Ln	remove all trash & debris

RESOLUTION NO. 1999 – 15

A RESOLUTION CANCELING TAXES FOR HOLY TRINITY UNITED CHURCH OF CHRIST, REFORMED CHURCH OF WILLINGBORO AND CHRIST COMMUNITY EVANGELIST CHURCH.

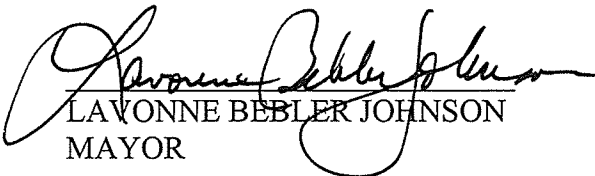
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of 1996, 1997, 1998 taxes on block 21 Lot 7 C100 assessed to the Holy Trinity United Church of Christ, located at 5 Pageant Lane in the amount of \$13,684.86 that were canceled by Council motion on December 15, 1998; and

WHEREAS, the records of the Tax Collector of the township of Willingboro indicate the existence of 1996, 1997, 1998 taxes on Block 215 Lot 28 C100 assessed to the Reformed Church of Willingboro at 200 Sunset Road in the amount of \$13,684.86 that were canceled by Council motion on December 15, 1998; and

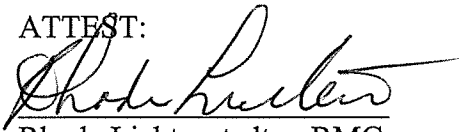
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of 1998 taxes on Block 518 lot 1 assessed to the Christ Community Evangelistic Church located at 411 Beverly Rancocas Road in the amount of \$13,669.86 were cancelled by Council motion on December 15, 1998;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20<sup>th</sup> day of January, 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.

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 – 16

A RESOLUTION AMENDING RES. NO. 1999 – 4  
ESTABLISHING A PETTY CASH FUND FOR PUBLIC  
WORKS/RECREATION.

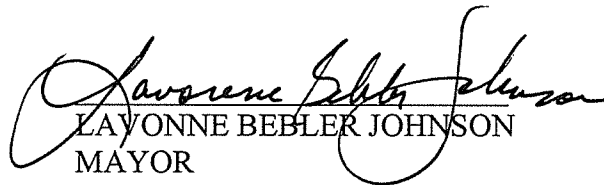
WHEREAS, Resolution No. 1999 – 4 authorizes the establishment of certain  
Petty Cash Funds; and

WHEREAS, it is necessary to add another petty cash fund,

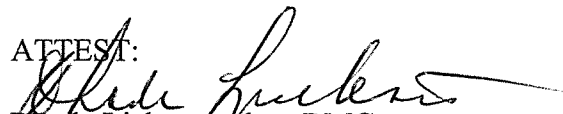
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 19<sup>th</sup> day of January, 1999, that  
the following be established:

A petty cash fund in the amount of five hundred (\$500) is  
Established pursuant to R.S. 40A:5-21 for utilization by  
The Township Recreation and Public Works Department  
To make small purchases. The custodian of such funds  
Shall be Harry W. McFarland and the fund shall be closed out  
Prior to December 31, 1999, in accordance with the existing  
Law.

BE IT FURTHER RESOLVED, that copies of this Resolution be provided to the  
Tax Collector and Public Works/ Recreation for their information and attention.

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstädter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** January 12, 1999  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs  
**SUBJECT:** Resolution No. 1999-4

During 1998, both Council and the Division of Local Government approved a petty cash checking account for the Recreation and Public Works Department. It was not added to our resolution providing for the designation of authorized depositories.

Please amend Resolution No. 1999-4 to add that account to our designated authorized depositories as follows:

A petty cash fund in the amount of five hundred (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Township Recreation and Public Works Department to make small purchases. The custodian of such funds shall be Harry W. McFarland and the fund shall be closed out prior to December 31, 1999, in accordance with the existing law.

C. Rhoda Lichtenstadter  
Harry McFarland

RESOLUTION NO. 1999 - 17

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

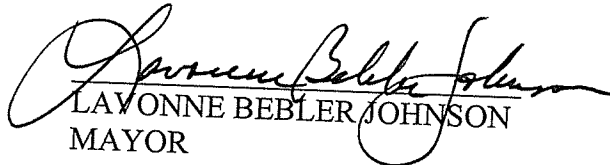
WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 19<sup>th</sup> day of January, 1999, that  
the following are appointed to the positions and for the terms designated:

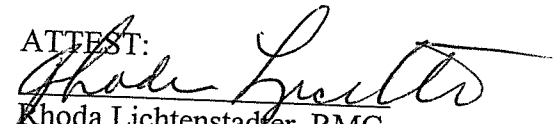
W. M. U. A - 5 year term expiring 1-31-2004  
R. Lee O'Toole

MAYOR'S APPOINTMENT  
LIBRARY BOARD - To fill and unexpired term until 12-31-2002  
Joyce Brown.

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

  
LAYONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 – 18

A RESOLUTION AWARDDING A BID FOR A 1999  
4X4 CHEVY SUBURBAN FIRE/POLICE VEHICLE.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a 1999 Chevy Suburban 4x4 Fire Police Vehicle; and

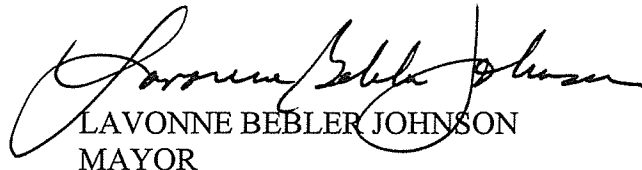
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of HERTRICH FLEET SERVICES, Milford, Delaware; and

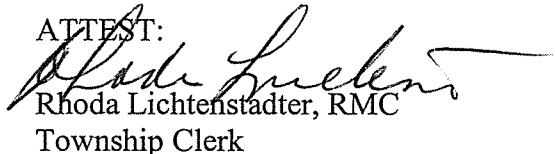
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township council of the township of Willingboro, assembled in public session this 19<sup>th</sup> day of January, 1999, that the bid be accepted as per the attached bid return sheet and recommendations of the Board of Fire Commissioners; and

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

  
LAVONNE BEBLER 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 Chery Suburban 4x4  
Hert Trich Fleet Services - 1999 Fire Police  
Milford, De Vehicle

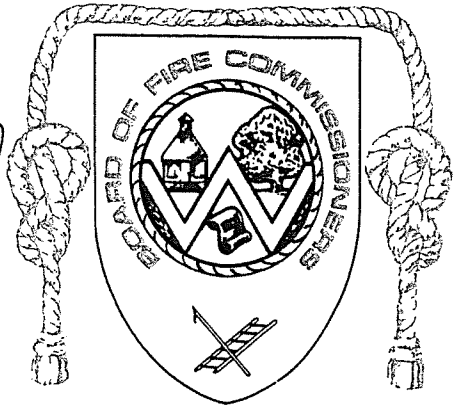
The money necessary to fund said contract is in the amount of \$ 49,973.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0508-A3. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

# township of Willingboro

*To Council  
for  
Action*



December 16, 1998

From: Willingboro Board of Fire Commissioners

To: Willingboro TWP Council

Subj: Awarding of Bid for Fire Police Vehicle

At the December 1998 meeting of the Board of Fire Commissioners, It was voted to recommend to Willingboro Council that the bid for the Fire Police Vehicle be awarded to the low bidder, HERTRICH FLEET SERVICES, 695 North DuPont Boulevard, Milford, DE. 19963 for the sum of \$49,973.00.

The above price is good for 60 days after the opening of the bids which was Dec. 7, 1998, The prompt action by the Board is recommended to meet this price dateline.

NORM CHEESEMAN

A handwritten signature in cursive script that reads "Norm Cheeseman".

Chairman Willingboro Board of  
Fire Commissioners

cc: TWP Manager  
Asst. TWP Manager  
TWP Clerk

Bid opened Monday, December 7, 1998 at 10:30 AM, Court Conference Room  
 by Edith Baldwin. Present were Mr. Bill Massey, Tom Lear and a representative  
 from Wolfington Body Co., Inc.

BID RETURN SHEET

ONE 1999 CHEVROLETE SUBURBAN 4X4 FIRE POLICE VEHICLE

	<u>WOLFINGTON</u>	<u>WARNOCK FLEET</u>	<u>HERTRICHS</u>
Proposal price:	\$ <u>53,500.00</u>	\$ <u>51,745.00</u>	\$ <u>49,973.00</u>
Proposal Price Valid Until:	<u>3/7/99</u>	<u>60 Days</u>	<u>60 Days After bid opening</u>
Delivery of Vehicle Before:	<u>TBD via Award &amp; chassis availability</u>	<u>90 to 140 days AFO</u>	<u>90 to 120 days AFO</u>
Payment Terms:	<u>Balance on Delivery</u>	<u>Net 30</u>	<u>Net 30 days</u>

The following items must be submitted:

Bid Guarantee	<u>      X      </u>	<u>      X      </u>	<u>      X      </u>
Cert. of Consent of Surety	<u>      X      </u>	<u>      X      </u>	<u>      X      </u>
Disclosure Stmt.	<u>      X      </u>	<u>      X      </u>	<u>      X      </u>
Non-Collusion Affidavit	<u>      X      </u>	<u>      X      </u>	<u>      X      </u>
Affirmative Action Affidavit (signed & dated)	<u>      X      </u>	<u>          </u>	<u>      X      </u>

Any other document required by bid specifications:

\_\_\_\_\_

\_\_\_\_\_

To Bill Massey for review & recommendations.  
 cc: Mayor & Council, Mgr. & Solicitor

RESOLUTION NO. 1999 - 19

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

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

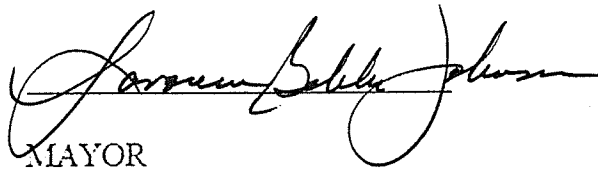
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 Jan. 19, 1999, that an Executive Session closed to the public shall be held on Jan. 19, 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.

  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 – 20

A RESOLUTION AWARDDING A BID TO WINZINGER, INC.  
FOR 1998 DRAINAGE REPAIRS PROJECT.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for 1998 Drainage Repairs Project; and


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

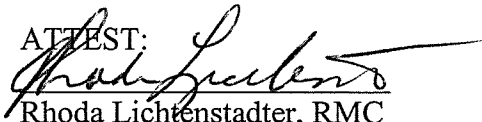
WHEREAS, it appears to be in the best interest of the Township to accept the bid of WINZINGER, INC., Hainesport, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of January, 1999, that the bid be accepted as per the attached bid return sheet and recommendations of the Township Engineer; and

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

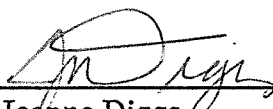
ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

Robert T. Winzinger & Eric - 1998 Drainage  
Repair Project

The money necessary to fund said contract is in the amount of \$142,850.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 02. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

A



RI

Tc

1001.98	TRANSAMERICA REAL ESTATE 172 EAB PLAZA W. TOWER 15 <sup>TH</sup> FLOOR UNIONDALE, NEW YORK 1155600172 BLOCK 408 LOT 9 42 COURTLAND LANE OVERPAYMENT TAXES
722.43	DELAWARE VALLEY ABSTRACT CORP. 110 MARTER AVENUE SUITE 211 MOORESTOWN, N.J. 08057 BLOCK 731 LOT 16 147 GENESEE LANE PAID IN ERROR
300.00	LLOYD & OLIVIA FREEMAN 101 HAZELWOOD CIRCLE BLOCK 630 LOT 21 101 HAZELWOOD CIRCLE VETERAN & SENIOR CITIZEN DEDUCTION
50.00	KEITH CAMPBELL 26 CLUB HOUSE DRIVE BLOCK 409 LOT 39 26 CLUB HOUSE DRIVE VETERAN DEDUCTION
250.00	ANNA COSTALES 46 PEBBLE LANE BLOCK 317 LOT 14 46 PEBBLE LANE SENIOR CITIZEN DEDUCTION
39.25	COMMERCE BANK 1701 ROUTE 70 EAST CHERRY HILL, N.J. 08034 BLOCK 519 LOT 21 37 MELROSE LANE OVERPAYMENT TAXES
50.00	PEDRO & DELORES DAVIS-FLORES 29 NEPTUNE LANE BLOCK 1009 LOT 9 29 NEPTUNE LANE VETERANS DEDUCTION



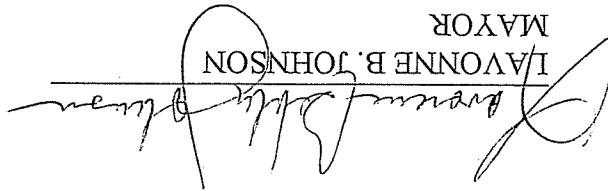
RESOLUTION NO. 1999-21  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

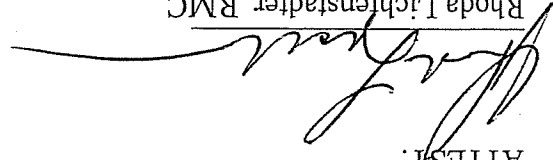
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and

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 2<sup>ND</sup> day of February 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 Lichtenstader, RMC  
Township Clerk

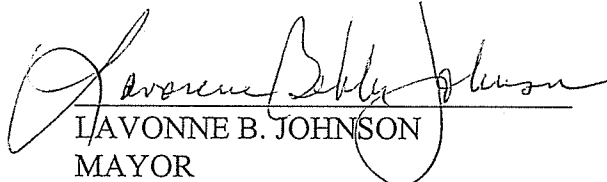
RESOLUTION NO. 1999-21  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and

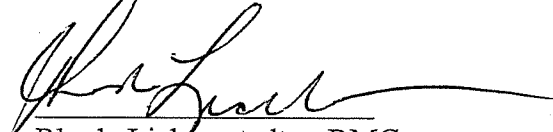
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>ND</sup> day of February 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

TRANSAMERICA REAL ESTATE 172 EAB PLAZA W. TOWER 15 <sup>TH</sup> FLOOR UNIONDALE, NEW YORK 1155600172 BLOCK 408 LOT 9 42 COURTLAND LANE OVERPAYMENT TAXES.	1001.98
DELAWARE VALLEY ABSTRACT CORP. 110 MARTER AVENUE SUITE 211 MOORESTOWN, N.J. 08057 BLOCK 731 LOT 16 147 GENESEE LANE PAID IN ERROR	722.43
LLOYD & OLIVIA FREEMAN 101 HAZELWOOD CIRCLE BLOCK 630 LOT 21 101 HAZELWOOD CIRCLE VETERAN & SENIOR CITIZEN DEDUCTION	300.00
KEITH CAMPBELL 26 CLUB HOUSE DRIVE BLOCK 409 LOT 39 26 CLUB HOUSE DRIVE VETERAN DEDUCTION	50.00
ANNA COSTALES 46 PEBBLE LANE BLOCK 317 LOT 14 46 PEBBLE LANE SENIOR CITIZEN DEDUCTION	250.00
COMMERCE BANK 1701 ROUTE 70 EAST CHERRY HILL, N.J. 08034 BLOCK 519 LOT 21 37 MELROSE LANE OVERPAYMENT TAXES	39.25
PEDRO & DELORES DAVIS-FLORES 29 NEPTUNE LANE BLOCK 1009 LOT 9 29 NEPTUNE LANE VETERANS DEDUCTION	50.00

A



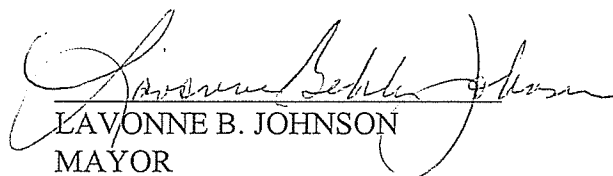
RI  
Tc

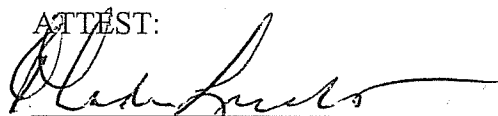
RESOLUTION NO. 1999- 22

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

WHEREAS, the Willingboro Township Council desires to seek a Special Project Grant, in the amount of \$3,500, from the Burlington County Cultural and Heritage Commission under the New Jersey State Council on the Arts Department of State:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 1999, that the Finance Director and Superintendent of Recreation are hereby Authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 199<sup>9</sup> - 23 NOT USED

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 \_\_\_\_\_, 1998, that an Executive Session closed to the public shall be held on \_\_\_\_\_, 1998, at \_\_\_\_\_ p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

RESOLUTION NO. 1999 – 24

A RESOLUTION AWARDDING BID FOR 1999  
FORD TRUCK.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a 1999 Ford Truck; and

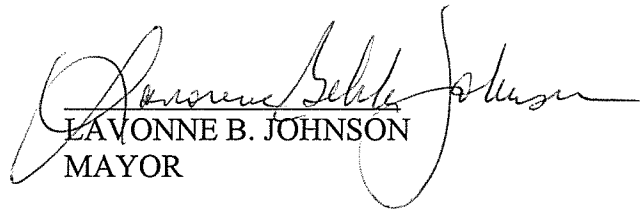
WHEREAS, bids have been received, opened and read in public; and

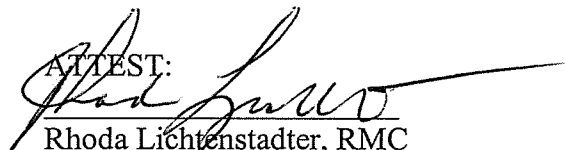
WHEREAS, it appears to be in the best interest of the Township to accept the bid of PLAZA FORD MOTORS FLEET; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of February, 1999, that the bid be accepted as per the attached recommendations from the Director of Public Works/Recreation; and

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

  
LAVONNE B. JOHNSON  
MAYOR

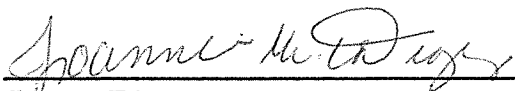
ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

Plaza Ford Motors Fleet - 1999 Ford  
TRUCK

The money necessary to fund said contract is in the amount of \$33,999.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 AS. 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

P  
U  
B  
L  
I  
C  
  
W  
O  
R  
K  
S  
  
D  
E  
P  
A  
R  
T  
M  
E  
N  
T

*To Council for Action*

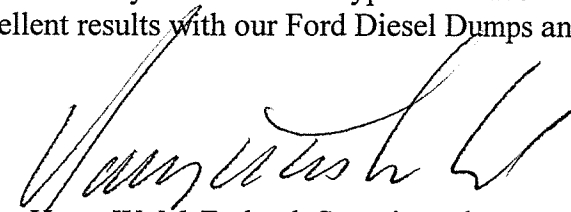
January 29, 1999

TO: NORTON N. BONAPARTE, TOWNSHIP CLERK  
FROM: HARRY W. McFARLAND, SUPERINTENDENT  
SUBJECT: BID- PUBLIC WORKS DUMP

I am recommending the acceptance of the bid of \$33,999 from Plaza Ford to provide a 1999 Dump F-350 Ford or equal and taking a truck in trade.

As indicated on the bid sheet, Gallo GMC was lower with a GMC Truck substitute. Our department, however, recommends the Plaza Ford bid for the following reasons.

1. Difference in horsepower and torque – The Specification requested a 7.3 litre diesel. GMC provided a 6.5, which supplies 40 horsepower less, and 7 lbs. torque less.
2. Difference in tire size and alternator.
3. Our present diesel truck fleet is Ford Diesel, and it would be more efficient for us to stay with the same type. We have experienced excellent results with our Ford Diesel Dumps and Pickups.



Harry W. McFarland, Superintendent  
Public Works/Recreation Department

HWM/cm

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

Phone: 609-871-5700

Fax: 609-871-6990

*Conrad J. Ford*  
*1/11/99*

**BID RETURN SHEET - 1999 FORD TRUCK (of equal)**  
**BID OPENING MONDAY, JANUARY 11, 1999 - 10:30 a.m.**  
 Bids opened by Marie Annese, Deputy Township Clerk. Also present were Mr. H. McFarland, Mr. J. Foussadier and a representative from Winner and R & H.

	O'CONNOR TRUCK	PLAZA FORD/ MOTORS FLEET	GALLO GMC	WINNER FORD	RICE & HOLMAN
Bid Price	\$39,955.00 (**)	\$38,899.00 (***)	\$38,200.00 (****)	\$35,133.83 (*****)	\$40,442.00

Alternate (*)					
Trade Allowance	\$ 975.00	\$ 4,900.00	\$ 8,000.00	NONE	\$ 2,500.00

Net Price	\$ 38,980.00	\$33,999.00	\$30,200.00	\$35,133.83	\$37,942.00
-----------	--------------	-------------	-------------	-------------	-------------

(\*) Trade of 1992 Dodge 350 4 X 4 (Vin # 1B6MM3657NNS672311)

(\*\*) O'Connor - Option gas engine in lieu of diesel with 86M plow package - Deduct \$2,570.00 from bid price. Delivery 30 - 60 days.  
 (\*\*\*) Notation sheet - copy attached  
 (\*\*\*\*) Exception - to requirement that demonstrator unit must be available within 10 days after bid.  
 (\*\*\*\*\* ) Winner Ford - See attached

Bid Guarantee/Cert.	X	X	X	Not Signed	X
Cert. Consent of Surety	X	X	X	X	Letter from Liberty Mutual
Disclosure Statement	X	X	X	X	X
Non-Collusion Affidavit	X	X	X	X	X
Affirmative Action Affidavit	X full	X full	X full	X full	X full
Bid Bond	10%	cert. ck. \$3,900.	10%	\$3,550.	\$4,500.
Any other Documents					

/ma  
 1/11/99  
 Full Bid Package turned over to Mr. McFarland for review and recommendation.

RESOLUTION NO. 1999 – 25

A RESOLUTION AWARDED A BID FOR THE  
RECONSTRUCTION OF GARFIELD DR. SEC.  
II, III, IV 1997,1998 &1999 State Aid Funding.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for reconstruction of Garfield Drive, Sec. II,III, IV; and

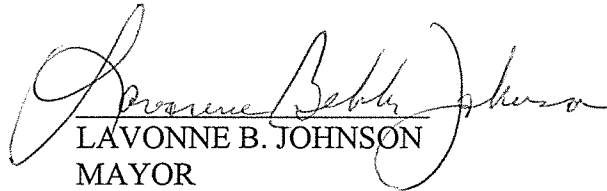
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of ARAWAK PAVING CO., INC., Hammonton, New Jersey; and

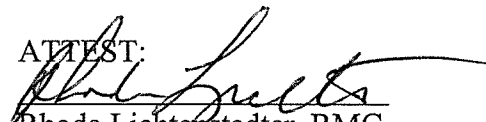
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of February, 1999, that the bid be accepted as per the attached recommendations from the Township Engineer; and

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

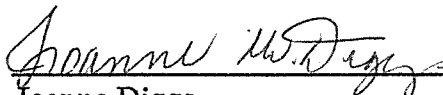
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

ARAWAK PAVING Co. Hammonton, N.J.  
Coastal Dr. Sec. II III IV

The money necessary to fund said contract is in the amount of \$ 348,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0548-01. 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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

February 1, 1999

**Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046**

**Re: Recommendation of Award  
Reconstruction of Garfield Drive, Sects. II, III & IV  
1997, 1998 & 1999 State Aid Funding  
Willingboro Township  
LAWB File No. 97-39-31**

**Dear Council Members:**

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents entitled Reconstruction of Garfield Drive, Sections II, III & IV. The for the tasks covered in the above referenced text have been provided by the New Jersey Department of Transportation, Transportation Trust Fund, for years 1997, 1998 & 1999. The total amount allotted to the project is \$496,000.00. The Township of Willingboro has been designated an Urban Aid Community, therefor, considerable portion of the costs for design engineering, inspection and testing are eligible for reimbursement to the Township by the New Jersey Department of Transportation.

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 \$348,000.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various roadway repairs involving roadway reconstruction, curb repairs, drainage structure rehabilitation, handicapped ramp construction and apron reconstruction throughout the Township of Willingboro. Contract documents were purchased directly from LAWB by six (9) 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 concrete curb, both vertical and rolled
- Construction of 6" thick wire reinforced handicapped ramps
- Milling of existing road bases and surfaces
- Possible repair of flexible road bases
- Drainage structure rehabilitation
- Resurfacing of milled roadways
- Re-striping of new asphalt

B. Bid Solicitation:

A solicitation notice was placed in the BCT for roadway reconstruction 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 January 18, 1999.

All bids were due in the Township Clerk's Office no later than 10:00 AM on January 28, 1999. All nine vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Robert T. Winzinger, Inc.
- Arawak Paving Company, Inc.
- SJA Construction, Inc.
- Mount Construction, Inc.
- Shore Slurry Seal, Inc.
- American Asphalt Co.
- Cardinal Paving Co.
- B. I. L. Construction Co.
- Aponte Construction Co.

All submitted proposals met the time and delivery criteria.

C. Price Analysis/Justification:

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

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Arawak Paving Co., Inc. submitted the low bid in the amount of \$348,000.00. A summary of the nine bids received is as follows:

1. Arawak Paving Co., Inc.	\$348,000.00
2. Mount Construction, Inc.	\$356,973.00
3. American Asphalt Co.	\$379,849.45
4. Cardinal Paving Co.	\$389,800.25
5. Robert T. Winzinger, Inc.	\$393,000.00
6. SJA Construction, Inc.	\$421,144.50
7. B. I. L. Construction Co.	\$427,795.11
8. Shore Slurry Seal, Inc.	\$443,195.00
9. Aponte Construction Co.	\$445,991.50

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$411,824.50. Five of the bids submitted were lower than the LAWB Engineering estimate. Four of the bids were within 8% of each other and than the LAWB estimate, while five others were within 11% of each other, but 15% lower than the LAWB estimate.

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

D. Responsibility

Arawak Paving Company, Inc. has been contracted on numerous projects overseen by LAWB, and has been under contract with the Township of Willingboro for several Roadway Repairs Projects and State Aid projects. Based on our experiences with Arawak Paving Company, Inc, LAWB finds them responsible.

Members of Council  
February 1, 1999  
Page 4

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, past work completed for Willingboro Township, and total estimated costs.

LAWB recommends the award of a fixed price construction type contract with Not – to – Exceed dollar obligation of \$348,000.00 to Arawak Paving Company, Inc, 7503 Weymouth Road, Hammonton, NJ 08037 for the scope of work mentioned herein. Arawak Paving Company, Inc. has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT: CJB: cjb

cc: Norton N. Bonaparte, Jr., Township Manager  
New Jersey Department of Transportation





*TO Council  
for  
ACD on*

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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

February 1, 1999

**Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046**

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

Thomas J. Miller, PE & PP  
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  
Kevin J. Webb, PE

Gerald J. DeFelicis, Jr., CLA  
Jordan L. Lenher, LS  
Theresa C. McGettigan, CLP  
Edwin R. Ruble, LS  
Jurbachan Sethi, PE  
Gary Zube, LS

Consultant  
Kenneth Anderson, PE & LS, PP

**Re: Recommendation of Award  
Reconstruction of Garfield Drive, Sects. II, III & IV  
1997, 1998 & 1999 State Aid Funding  
Willingboro Township  
LAWB File No. 97-39-31**

**Dear Council Members:**

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents entitled Reconstruction of Garfield Drive, Sections II, III & IV. The for the tasks covered in the above referenced text have been provided by the New Jersey Department of Transportation, Transportation Trust Fund, for years 1997, 1998 & 1999. The total amount allotted to the project is \$496,000.00. The Township of Willingboro has been designated an Urban Aid Community, therefor, considerable portion of the costs for design engineering, inspection and testing are eligible for reimbursement to the Township by the New Jersey Department of Transportation.

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 \$348,000.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various roadway repairs involving roadway reconstruction, curb repairs, drainage structure rehabilitation, handicapped ramp construction and apron reconstruction throughout the Township of Willingboro. Contract documents were purchased directly from LAWB by six (9) 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 concrete curb, both vertical and rolled
- Construction of 6" thick wire reinforced handicapped ramps
- Milling of existing road bases and surfaces
- Possible repair of flexible road bases
- Drainage structure rehabilitation
- Resurfacing of milled roadways
- Re-stripping of new asphalt

B. Bid Solicitation:

A solicitation notice was placed in the BCT for roadway reconstruction 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 January 18, 1999.

All bids were due in the Township Clerk's Office no later than 10:00 AM on January 28, 1999. All nine vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Robert T. Winzinger, Inc.
- Arawak Paving Company, Inc.
- SJA Construction, Inc.
- Mount Construction, Inc.
- Shore Slurry Seal, Inc.
- American Asphalt Co.
- Cardinal Paving Co.
- B. I. L. Construction Co.
- Aponte Construction Co.

All submitted proposals met the time and delivery criteria.

C. Price Analysis/Justification:

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

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Arawak Paving Co., Inc. submitted the low bid in the amount of \$348,000.00. A summary of the nine bids received is as follows:

1. Arawak Paving Co., Inc.	\$348,000.00
2. Mount Construction, Inc.	\$356,973.00
3. American Asphalt Co.	\$379,849.45
4. Cardinal Paving Co.	\$389,800.25
5. Robert T. Winzinger, Inc.	\$393,000.00
6. SJA Construction, Inc.	\$421,144.50
7. B. I. L. Construction Co.	\$427,795.11
8. Shore Slurry Seal, Inc.	\$443,195.00
9. Aponte Construction Co.	\$445,991.50

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$411,824.50. Five of the bids submitted were lower than the LAWB Engineering estimate. Four of the bids were within 8% of each other and than the LAWB estimate, while five others were within 11% of each other, but 15% lower than the LAWB estimate.

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

D. Responsibility

Arawak Paving Company, Inc. has been contracted on numerous projects overseen by LAWB, and has been under contract with the Township of Willingboro for several Roadway Repairs Projects and State Aid projects. Based on our experiences with Arawak Paving Company, Inc, LAWB finds them responsible.

Members of Council  
February 1, 1999  
Page 4

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, past work completed for Willingboro Township, and total estimated costs.

LAWB recommends the award of a fixed price construction type contract with Not – to – Exceed dollar obligation of \$348,000.00 to Arawak Paving Company, Inc, 7503 Weymouth Road, Hammonton, NJ 08037 for the scope of work mentioned herein. Arawak Paving Company, Inc. has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT: CJB: cjb

cc: Norton N. Bonaparte, Jr., Township Manager  
New Jersey Department of Transportation

ENGINEERS ESTIMATE & BID TABULATION  
RECONSTRUCTION OF GARFIELD DRIVE, SECTIONS II, III & IV  
WILLINGBORO TOWNSHIP  
LAWB FILE NO 97-39-34

STATIONS 24+0 THROUGH 60+0

ITEM	DESCRIPTION	QUANTITY	UNIT	SJA Construction 8004A Greentree Commons Marlton, NJ 985-3400		B I L Construction Co, Inc 8 Pine View Avenue Berlin, NJ 753-7753		Shore Slurry Seal, Inc. P. O. Box 500 Hammonton, NJ 561-2215		Aponte Construction Co. Heritage Square, P. O. Box 925 Flemington, NJ (908) 7884046	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MAINTNANCE AND PROTECTION OF TRAFFIC	1	LS	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$22,300.00	\$22,300.00	\$49,000.00	\$49,000.00
2	CONCRETE CURB	4,250	LF	\$15.00	\$63,750.00	\$18.00	\$76,500.00	\$19.93	\$84,702.50	\$24.00	\$102,000.00
3	6" REINFORCED CONCRETE HANDICAPPED RAMPS	161	SY	\$45.00	\$7,245.00	\$46.86	\$7,544.46	\$48.25	\$7,768.25	\$57.00	\$9,177.00
4	REPAIR INLET	5	UT	\$500.00	\$2,500.00	\$799.00	\$3,995.00	\$600.00	\$3,000.00	\$475.00	\$2,375.00
5	MILLING	14,160	SY	\$5.70	\$80,712.00	\$3.94	\$55,790.40	\$6.50	\$92,040.00	\$4.95	\$70,092.00
6	ADJUST MANHOLE	4	UT	\$200.00	\$800.00	\$249.00	\$996.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00
7	ROADWAY EXCAVATION, UNCLASSIFIED	950	CY	\$9.00	\$8,550.00	\$12.00	\$11,400.00	\$7.64	\$7,258.00	\$8.00	\$7,600.00
8	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	475	CY	\$24.50	\$11,637.50	\$37.49	\$17,807.75	\$15.49	\$7,357.75	\$0.01	\$4.75
9	BITUMINOUS STABILIZED BASE COURSE, MIX I - 2, 5" THICK	5,620	TONS	\$30.00	\$168,600.00	\$31.41	\$176,524.20	\$26.29	\$147,749.80	\$25.40	\$142,748.00
10	BITUMINOUS CONCRETE SURFACE COURSE, MIX I - 5, 2" THICK	1,895	TONS	\$34.00	\$64,430.00	\$32.94	\$62,421.30	\$34.26	\$64,922.70	\$31.25	\$59,218.75
11	TRAFFIC STRIPES, LONG LIFE EPOXY	7,200	LF	\$0.35	\$2,520.00	\$0.38	\$2,736.00	\$0.58	\$4,176.00	\$0.33	\$2,376.00
12	TRAFFIC STOP BARS, WHITE, 12" WIDE	8	UT	\$50.00	\$400.00	\$60.00	\$480.00	\$90.00	\$720.00	\$50.00	\$400.00
					\$421,144.50		\$427,795.11		\$443,195.00		\$445,991.50

Bid Tabulation Sheet, Garfield Drive, Sections II, III IV  
LAWB file no. 97-39-34

ENGINEERS ESTIMATE & BID TABULATION  
RECONSTRUCTION OF GARFIELD DRIVE, SECTIONS II, III & IV  
WILLINGBORO TOWNSHIP  
LAWB FILE NO 97-39-34

STATIONS 24+0 THROUGH 60+0

ITEM	DESCRIPTION	QUANTITY	UNIT	American Asphalt Company 116 Main Street West Collingswood Heights, NJ 456-2899		Cardinal Paving Company 1738 Route 206 Southampton, NJ 859-4100		Robert T. Winzinger, Inc. 1704 Marne Highway Hainesport, NJ 267-8600	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MAINTNANCE AND PROTECTION OF TRAFFIC	1	LS	\$10,750.00	\$10,750.00	\$7,800.00	\$7,800.00	\$24,287.50	\$24,287.50
2	CONCRETE CURB	4,250	LF	\$14.00	\$59,500.00	\$16.90	\$71,825.00	\$14.00	\$59,500.00
3	6" REINFORCED CONCRETE HANDICAPPED RAMPS	161	SY	\$50.00	\$8,050.00	\$45.00	\$7,245.00	\$35.00	\$5,635.00
4	REPAIR INLET	5	UT	\$500.00	\$2,500.00	\$900.00	\$4,500.00	\$650.00	\$3,250.00
5	MILLING	14,160	SY	\$4.35	\$61,596.00	\$3.25	\$46,020.00	\$5.50	\$77,880.00
6	ADJUST MANHOLE	4	UT	\$200.00	\$800.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00
7	ROADWAY EXCAVATION, UNCLASSIFIED	950	CY	\$9.50	\$9,025.00	\$12.00	\$11,400.00	\$1.00	\$950.00
8	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	475	CY	\$17.89	\$8,497.75	\$21.00	\$9,975.00	\$1.00	\$475.00
9	BITUMINOUS STABILIZED BASE COURSE, MIX I - 2, 5" THICK	5,620	TONS	\$27.98	\$157,247.60	\$28.90	\$162,418.00	\$27.00	\$151,740.00
10	BITUMINOUS CONCRETE SURFACE COURSE, MIX I - 5, 2" THICK	1,895	TONS	\$30.98	\$58,707.10	\$33.55	\$63,577.25	\$33.50	\$63,482.50
11	TRAFFIC STRIPES, LONG LIFE EPOXY	7,200	LF	\$0.38	\$2,736.00	\$0.45	\$3,240.00	\$0.50	\$3,600.00
12	TRAFFIC STOP BARS, WHITE, 12" WIDE	8	UT	\$55.00	\$440.00	\$100.00	\$800.00	\$75.00	\$600.00
					\$379,849.45		\$389,800.25		\$393,000.00

ENGINEERS ESTIMATE & BID TABULATION  
RECONSTRUCTION OF GARFIELD DRIVE, SECTIONS II, III & IV  
WILLINGBORO TOWNSHIP  
LAWB FILE NO 97-39-34

STATIONS 24+0 THROUGH 60+0

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		Arawak Paving Company, Inc. 7503 Weymouth Road Hammononton, NJ 561-4100		Mount Construction, Inc. 799 Kettle Run Road Atco, NJ 768-8493	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MAINTNANCE AND PROTECTION OF TRAFFIC	1	LS	\$10,000.00	\$10,000.00				
2	CONCRETE CURB	4,250	LF	\$18.00	\$76,500.00	\$9,588.00	\$9,588.00	\$4,500.00	\$4,500.00
3	6" REINFORCED CONCRETE HANDICAPPED RAMPS	161	SY	\$47.00	\$7,567.00	\$14.40	\$61,200.00	\$14.50	\$61,625.00
4	REPAIR INLET	5	UT	\$750.00	\$3,750.00	\$41.00	\$6,601.00	\$43.00	\$6,923.00
5	MILLING	14,160	SY	\$3.00	\$42,480.00	\$725.00	\$3,625.00	\$900.00	\$4,500.00
6	ADJUST MANHOLE	4	UT	\$175.00	\$700.00	\$3.20	\$45,312.00	\$2.25	\$31,860.00
7	ROADWAY EXCAVATION, UNCLASSIFIED	950	CY	\$8.00	\$7,600.00	\$240.00	\$960.00	\$300.00	\$1,200.00
8	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	475	CY	\$12.50	\$5,937.50	\$5.00	\$4,750.00	\$9.00	\$8,550.00
9	BITUMINOUS STABILIZED BASE COURSE, MIX I - 2, 5" THICK	5,620	TONS	\$33.00	\$185,460.00	\$5.00	\$2,375.00	\$13.00	\$6,175.00
10	BITUMINOUS CONCRETE SURFACE COURSE, MIX I - 5, 2" THICK	1,895	TONS	\$34.00	\$64,430.00	\$27.00	\$151,740.00	\$30.00	\$168,600.00
11	TRAFFIC STRIPES, LONG LIFE EPOXY	7,200	LF	\$0.75	\$5,400.00	\$31.00	\$58,745.00	\$32.00	\$60,640.00
12	TRAFFIC STOP BARS, WHITE, 12" WIDE	8	UT	\$250.00	\$2,000.00	\$0.37	\$2,664.00	\$0.30	\$2,160.00
					\$2,000.00	\$55.00	\$440.00	\$30.00	\$240.00
					\$411,824.50		\$348,000.00		\$356,973.00

RESOLUTION NO. 1999 - 26

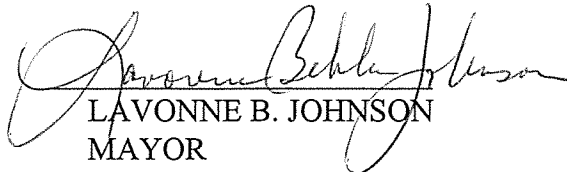
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CARL A. TURNER, P.E.

WHEREAS, the need exists for engineering services for the Township of Willingboro; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of February 1999 as follows:

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC




CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Carl Turner.  
Prof Serv. Contract - Garretted PR.  
See II, III, IV

The money necessary to fund said contract is in the amount of \$ 55,000<sup>00</sup> and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0598-D. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

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

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

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

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

I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro relative to engineering services

II. TERM. This appointment shall continue until the matters assigned have been concluded or until the services have been determined to be no longer required by the Township Council.

III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro.

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 1999 - 26.

V. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

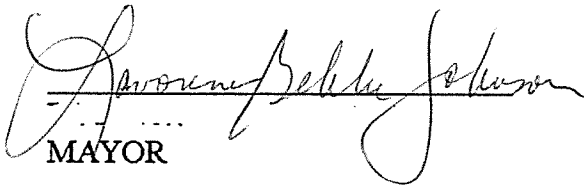
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other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

X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

XII. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

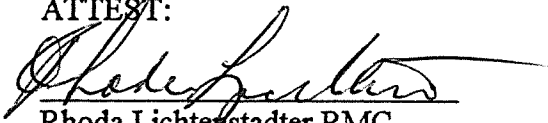
TOWNSHIP OF WILLINGBORO

  
MAYOR



P.E.

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

2/5/99  
DATE

RESOLUTION NO. 1997 - 33

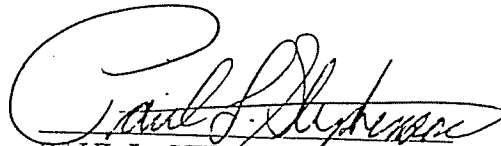
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARNOLD W. BARNETT, RELATIVE TO INSPECTION SERVICES.

WHEREAS, the need exists for Engineering and Inspection services relative to Garfield Drive - Section II and preliminary 1997 services; and

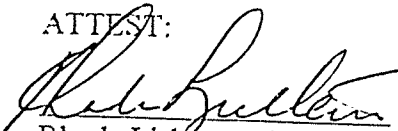
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of contract for professional services without competitive bids and the contract itself must be available for public inspection:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of February, 1997 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Arnold W. Barnett, of the firm of Lord, Anderson, Worrell and Barnett, in an amount not to exceed \$30,000.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

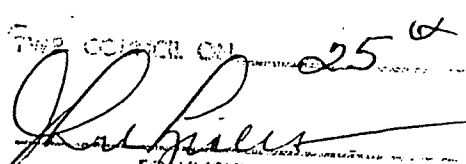
  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

  
TOWNSHIP CLERK 25<sup>th</sup> day of Feb. 9.

## PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and Arnold W. Barnett

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

WHEREAS, Arnold W. Barnett is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Arnold W. Barnett, P.E. & L.S., a licensed Professional Engineer of the State of New Jersey as follows:

I. APPOINTMENT. Arnold W. Barnett, P.E. & L.S., is hereby appointed and retained as Engineer and Inspector relative to Garfield Drive - Section II

II. TERM. This appointment shall continue until the matters assigned have been concluded or until the services have been determined to be no longer required by the Township Council.

III. SERVICE. During the terms of this Agreement, the Engineer agrees to provide engineering and inspection services.

### IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 33 - 1997.

### 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 Special Counsel shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

XII AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO

*Paul Stephens*

MAYOR

*Arnold W. Barnett*

ARNOLD W. BARNETT  
P.E. & L.S.

ATTEST:

*Rhoda Lichtenstadter*

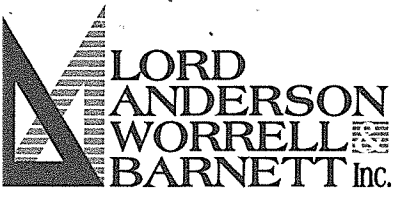
Rhoda Lichtenstadter, RMC  
Township Clerk

*3/26/97*

DATE

*I certify this is a true  
Copy*

*Rhoda Lichtenstadter RMC. Township Clerk*



*To  
Lorraine  
for  
Action*  
651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009  
1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

February 1, 1999

Robert W. Lord, PE & LS, PP

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

Thomas J. Miller, PE & PP

Affrey S. Richter, PE & PP

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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Rishvin G. Patel, PE

Earl A. Turner, PE

Levin J. Webb, PE

**Re: Professional Services Agreement  
Garfield Drive, Section II  
Willingboro Township  
LAWB file no. 97-39-34**

**Dear Mr. Bonaparte:**

On February 18, 1997 the Township of Willingboro was approved for an NJDOT State Aid allotment in the amount of \$176,000.00 for the reconstruction of Garfield Drive, Section II. On September 17, 1997, the NJDOT approved an additional allotment in the amount of \$175,000.00 for the reconstruction of Garfield Drive, Section III. On December 8, 1998 the NJDOT approved a third allotment in the amount of \$145,000 for the reconstruction of Garfield Drive, Section IV.

To the best of my knowledge, no professional service agreement has been executed for the reconstruction of Garfield Drive, Section III, and none has, before this date, been requested for Section IV. We have completed the design of the reconstruction of Garfield Drive, Sections II, III and IV.

As Willingboro Township is an Urban Aid community, design engineering, construction inspection and material testing are eligible items for reimbursement, however, there must be an executed professional services agreement for these services. This being the case, we would request that the existing Professional Services Agreement for Garfield Drive, Section II (copy enclosed), be increased to \$60,000.00 to include the design engineering and construction inspection of Section III, or a separate agreement be executed in the amount of \$30,000.00 for Section III. We would additionally request that an agreement for design engineering and construction of Section IV be prepared. The fees for

Consultant  
J. Kenneth Anderson, PE & LS, PP

Norton N. Bonaparte  
February 1, 1999  
Page 2

design engineering and construction inspection for Section IV will be \$25,000, making the total for Sections I, II, III and IV \$85,000.00.

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

Enclosure

Cc: Rhoda Lichtenstadter, Clerk

97-39-34\Letters\CAT\FeesF01 (99)



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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

**COUNCIL MEMBERS**

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

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

**February 5, 1999**


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

**Dear Mr. Turner:**

Enclosed is a copy of Resolution No. 26-1999 adopted at the Willingboro Township Council meeting of February 2, 1999 authorizing a Professional Services Agreement with you. Please sign both Agreements and return one back to the Township Clerk's Office.

Thank you.

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**Enclosures**

/eb

NOTICE OF PROFESSIONAL SERVICES CONTRACT

Pursuant to N.J.S.A. 40a: 11-5, notice is hereby given that the Township Council of the Township of Willingboro adopted a Resolution on 2/2/99, authorizing a contract for professional services with Carl A. Turner.

- A. The nature of the Contract is :  
Engineering Services
- B. The duration of the contract is:  
Until Completion
- C. The services to be performed under the contract are:  
Engineering Services  
Garfield Drive - Section II, III, IV
- D. The amount of the contract is:  
\$55,000
- E. The professional shall comply with P.L. 1975, Chapter 127 (NJAC 17:27).

A copy of the authorizing Resolution and the contract is on file and available for public inspection in the Office of the Township Clerk of the Township of Willingboro, Municipal Complex, One Salem Road, Willingboro, New Jersey.

Rhoda Lichtenstadter, RMC  
Township Clerk

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* FEB-05-1999 FRI 03:00 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* FEB-05 02:59 PM LEGAL ADS 1'07" 2 SEND OK 547 \*  
 \* TOTAL : 1M 7S PAGES: 2 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: TERESA RICHARDSON  
 COMPANY: BCT - LEGAL AD DEPT.  
 DATE: 2/5/99  
 TO FAX NO. \_\_\_\_\_

FROM: Rhoda LICHTENSTEIN 6202 PAGES 2

SUBJECT: LEGAL AD FOR PUBLICATION  
WED. FEB, 10, 1999  
CARL A. TURNER.

RESOLUTION NO. 1999 - 27

WHEREAS, the Willingboro Law Enforcement Supervisors Association and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the agreement;

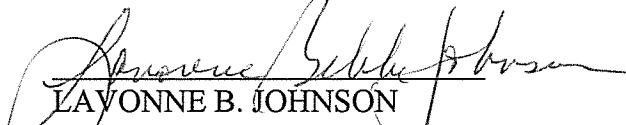
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of February, 1999 that:

A. The attached collective negotiation agreement is approved, covering the period January 1, 1999 through December 31, 2002.


B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Law Enforcement Supervisors Association.

C. A copy of this resolution shall be submitted to the President of the Willingboro

Law Enforcement Supervisors Association for his information and attention.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



RESOLUTION NO. 1999 – 28

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

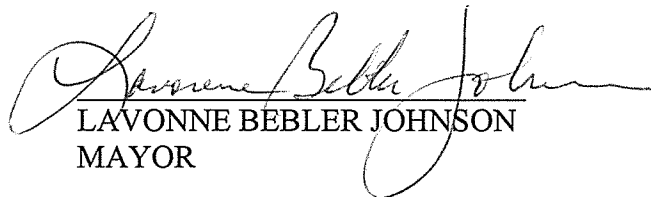
WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of February, 1999,  
that the following are appointed to the positions and for the terms designated:


ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Linda Dougherty – to fill an unexpired term  
Ending 12-31-99

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



**FARMERS &  
MECHANICS  
BANK**

Sunset Road • P.O. Box 397  
Burlington, New Jersey 08018-0397  
Phone (609) 386-2400 • Fax (609) 386-1979

Tuesday, February 02, 1999

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

Attn: Norton N. Bonaparte, Jr., Township Manager  
Fax: 835-0782

Gentlemen,

We would like to suggest Linda Dougherty, Public Relations Manager for Farmers & Mechanics Bank for membership on the Economic Development Advisory Committee.

Linda is a resident of Edgewater Park and is Vice-Chairperson of the Environmental Commission, a member of the Edgewater Park Redevelopment Committee, and served on the Route 130 Committee. She is the one who suggested that the barriers be brought down on Route 130 to improve communication between the towns.

Thank you for the opportunity to send a representative. I would also like to visit the committee from time to time.

Best Regards,

Farmers & Mechanics Bank

Craig W. Yates  
President

RESOLUTION NO. 1999- 29

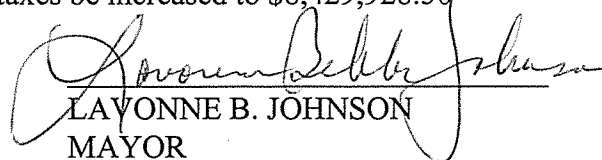
RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

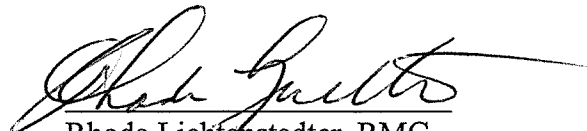
WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing an increase in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$318,836.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 3rd day of February 1999, that the amount of deferred regional school taxes be increased to \$8,429,928.50

  
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. Ayer*

*Eddie Campbell, Jr.*

*Lavonne B. Johnson*

*Jeffrey E. Ramsey*

*Paul L. Stephenson*

**TOWNSHIP MANAGER**

*Norton N. Bonaparte, Jr.*

February 4, 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 - 29, adopted by Willingboro Township Council at their meeting of February 3, 1999.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

rl

Encs.

RESOLUTION NO. 1999 - 30

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

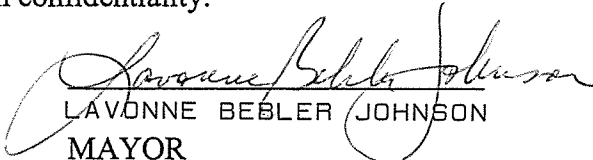
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 Feb. 4, 1999, that an Executive Session closed to the public shall be held on Feb. 4, 1999, at 8:45p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 31

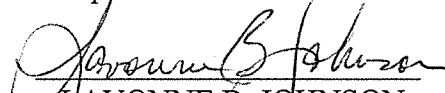
A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE TARQUINI ORGANIZATION.

WHEREAS, the need exists for library design services for the JFK CENTER for the potential use of the Library ; and

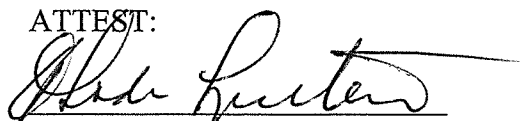
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of February, 1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with The Tarquini Organization in an amount not to exceed \$2,400.00; and
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
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

The Tarquini Org. - John W. Gibson, JR

The money necessary to fund said contract is in the amount of \$ 2400.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 1001-301. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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

COUNCIL MEMBERS

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

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

February 10, 1999

Mr. John W. Gibson, Jr.  
The Tarquini Organization  
1812 Federal Street  
Camden, New Jersey 08105

Dear Mr. Gibson:

Enclosed please find a copy of a resolution adopted by Willingboro Township Council on February 6, 1999, authorizing a professional services agreement with you for the services specified in your letter to Mr. Bonaparte dated February 4, 1999.

Also enclosed are two (2) copies of a professional services agreement, please sign both of them, keeping one for your files and returning the original to me.

Thank you for your cooperation and if you have any questions, please feel free to call me.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

Encs.

rl



PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and The Tarquini Organization, P.A.

WHEREAS, the Township of Willingboro requires the services of a professional consultant; and

WHEREAS, The Tarquini Org., P.A. is a consultant authorized to practice in the State of New Jersey and is hereafter identified as the consultant

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and The Tarquini Org., P.A. a consultant of the State of New Jersey as follows:

- I. APPOINTMENT: The Tarquini Organization is hereby appointed to provide consulting services for the Township of Willingboro.
- II. TERM. This appointment shall commence Feb. 6, 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. 1999-31
- VI. COMPENSATION: 1. During the term of this Agreement, the consultant shall be compensated in accordance with Resolution No. 1999-31

V. EQUAL OPPORTUNITY.

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

2. The attention of the architectis particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The 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.

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

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

Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

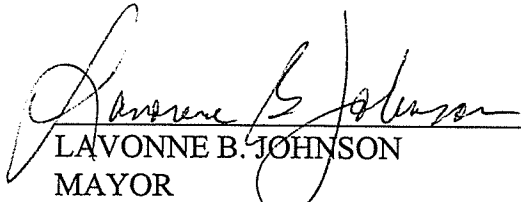
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other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

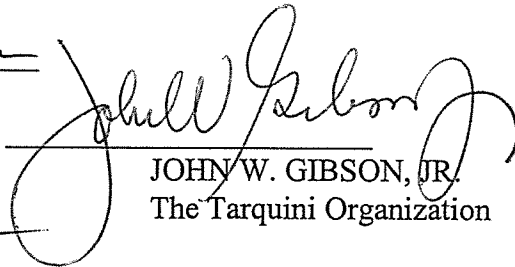
X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

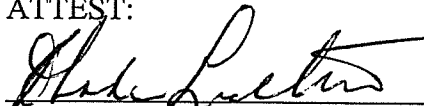
XII. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO

  
LAVONNE B. JOHNSON  
MAYOR

  
JOHN W. GIBSON, JR.  
The Tarquini Organization

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

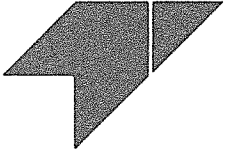
2/8/99  
DATE

The **Tarquini** Organization

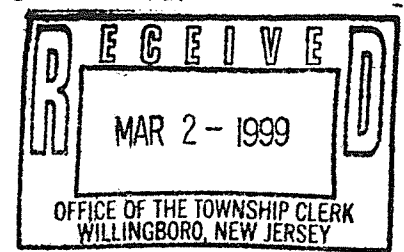
March 1, 1999

Joseph T. Tarquini, Jr., AIA, PP  
John W. Gibson, Jr., AIA  
Daniel D. Sciallo, AIA

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



Township of Willingboro  
Attn: Rhoda Lichtenstadter, RMC, Township Clerk  
One Salem Road  
Willingboro, NJ 08046

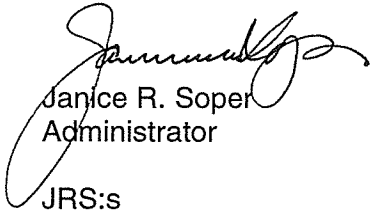


Dear Ms. Lichtenstadter:

Enclosed please find a fully executed copy of the Professional Services Agreement between The Township of Willingboro and The Tarquini Organization. Please note that we have taken the liberty of changing the name of the Consultant through out the agreement from John W. Gibson to The Tarquini Organization since the services are being performed by The Tarquini Organization corporately rather than John W. Gibson personally.

If you have any problem with this, please feel free to contact me.

THE TARQUINI ORGANIZATION, a Professional Association

  
Janice R. Soper  
Administrator

JRS:s

Enclosure

RESOLUTION NO. 1999 - 32

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

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

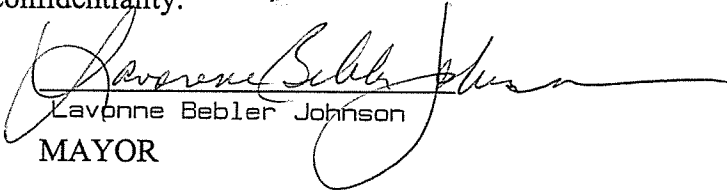
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

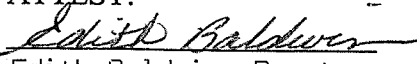
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 Feb. 6, 1999, that an Executive Session closed to the public shall be held on Feb. 6, 1999, at 10:55 a.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:

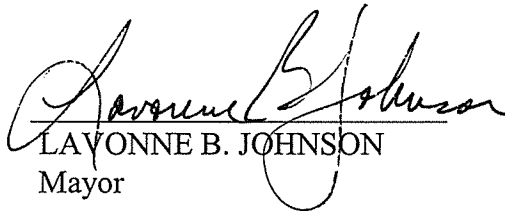
  
Edith Baldwin, Deputy

RESOLUTION NO. 1999-33


A RESOLUTION FOR APPLICATION FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FOR 1999

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 1999, 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 9<sup>th</sup> day of February, 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

RESOLUTION NO. 1999- 34

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

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

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

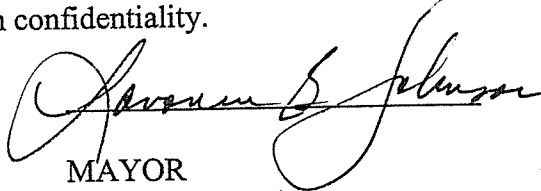
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 2-9, 1999, that an Executive Session closed to the public shall be held on 2-9, 1999, at 3.00 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.

  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC



RESOLUTION NO. 1999 – 35

A BID AWARDING VARIOUS EMGERGNCY SQUAD  
EQUIPMENT, TRANSPORTERS, FASTENING SYSTEM,  
AND AMBULANCE FLOORS.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for various emergency squad equipment; 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 PL CUSTOM EMERGENCY VEHICLES, Manasquan, New Jersey; and

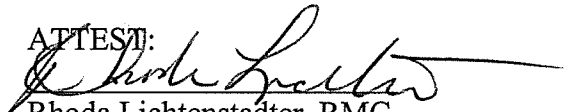
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16<sup>th</sup> day of February, 1999, that the bid be accepted as per the attached recommendations of the Emergency Squad.

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstädter, 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

PL Custom Emergency Veh.  
ASST SQUAD ITEMS (See ATTACHED)

The money necessary to fund said contract is in the amount of \$17,169.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 98 Capital <sup>040598A2</sup>. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

**WILLINGBORO EMERGENCY SQUAD, INC.**  
**396 Charleston Road**  
**Willingboro, New Jersey 08046**

*To  
Council  
For  
Action*

February 9, 1999

Mr. Norton N. Bonaparte, Jr.  
Township Manager  
One Salem Road  
Willingboro, New Jersey 08046

Dear Mr. Bonaparte;

In reference to the recent (2) Bid Openings on 2/8/99, please note the following.

In reference to the Bid for the Mobile Transporter Cots, Cot Mounts and Ambulance Floors, this bid should be awarded to PL Custom Emergency Vehicles for the Amount of \$17,169.00.

As follows:

For Four (4) Mobile Transporter Cots =	\$2,763.00 each X 4 = \$ 11,052.00
For Three (3) Strat Trac Mounts =	\$1,233.00 each X 3 = \$ 3,699.00
For Three (3) Ambulance Floors =	\$1,270.00 each X 3 = \$ 3,810.00
	Sub-Total of \$ 18,561.00
	Less Discount 7.5% = \$ -1,392.00
	<b>TOTAL AWARD of \$ 17,169.00</b>

NOTE: This Bid was a line-item Bid. In order to keep within budget and with the upcoming replacement of our oldest ambulance, the overall bid was reduced by one of each item.

Original 1998 Capital budget amount \$20,000.00

\*\*\*\*\*

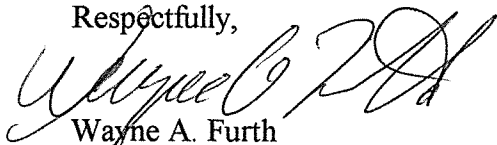
In reference to the Bid for the Six (6) Garage Door openers, this bid should be awarded to Merchantville Door Company, for the amount of **\$17,745.95**.

NOTE: This item has been discussed with our Public Works Department and they have copies of the specifications and are in agreement with same.

Original 1998 Capital Budget amount \$18,000.00

If there is any additional information requested and/or required, please do not hesitate to call.

Respectfully,



Wayne A. Furth  
President WES

*98 CAP*

**WILLINGBORO EMERGENCY SQUAD, INC.  
396 Charleston Road  
Willingboro, New Jersey 08046**

February 9, 1999

Mr. Norton N. Bonaparte, Jr.  
Township Manager  
One Salem Road  
Willingboro, New Jersey 08046

Dear Mr. Bonaparte;

In reference to the recent (2) Bid Openings on 2/8/99, please note the following.

In reference to the Bid for the Mobile Transporter Cots, Cot Mounts and Ambulance Floors, this bid should be awarded to PL Custom Emergency Vehicles for the Amount of \$17,169.00.

As follows:

For Four (4) Mobile Transporter Cots =	\$2,763.00 each X 4 = \$ 11,052.00
For Three (3) Strat Trac Mounts =	\$1,233.00 each X 3 = \$ 3,699.00
For Three (3) Ambulance Floors =	\$1,270.00 each X 3 = \$ 3,810.00
	Sub-Total of \$ 18,561.00
	Less Discount 7.5% = \$ -1,392.00
	<b>TOTAL AWARD of \$ 17,169.00</b>

NOTE: This Bid was a line-item Bid. In order to keep within budget and with the upcoming replacement of our oldest ambulance, the overall bid was reduced by one of each item.

Original 1998 Capital budget amount \$20,000.00

\*\*\*\*\*

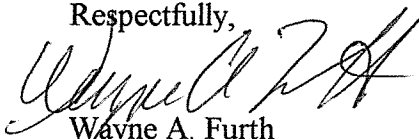
In reference to the Bid for the Six (6) Garage Door openers, this bid should be awarded to Merchantville Door Company, for the amount of **\$17,745.95**.

NOTE: This item has been discussed with our Public Works Department and they have copies of the specifications and are in agreement with same.

Original 1998 Capital Budget amount \$18,000.00

If there is any additional information requested and/or required, please do not hesitate to call.

Respectfully,



Wayne A. Furth  
President WES

Bid opened Monday, February 8, 1999 at 10:30 A.M., Manager's Conference Room  
 By Wayne Furth and Edith Baldwin. Also present was a rep. from PL Custom  
 Emergency Vehicles.

BID RETURN SHEET

Five (5) Mobile Transporters-Ferno 93ES ST or Equal  
Four (4) Stat Trac (or Equal) Cot Fastening Sstems  
Four (4) Ambulance Floors For Above Listed Units

**BID PROPOSAL  
 FOR**

**TOWNSHIP OF WILLINGBORO**  
 1 Salem Road  
 Willingboro, New Jersey 08046  
 and the  
**WILLINGBORO EMERGENCY SQUAD, INC.**  
 396 Charleston Road  
 Willingboro, New Jersey 08046

	<u>P.L.Custom</u>	<u>Yankee Coach</u>
For Five (5) Mobile Transporter Cots F/W 93 ES ST as per published specifications	\$2,763.00/\$13,815.00	\$18,715.00
For Four (4) Stat Trac Fastening Systems, Mounted as per published specifications	\$1,233.00/\$ 4,932.00	\$ 2,442.00
For Four (4) Ambulance Floors, Installed as per published specifications	\$1,270.00/\$ 5,080.00	\$ 7,225.00
Less any applicable discounts	7.5% off total or each price	N/A
<b>TOTAL COST</b>	<b>\$22,040.00 includes 7.5% discount</b>	<b>\$28,382.00</b>
Estimated Start and Completion Time Per Vehicle	30 DAYS FROM AWARD TO START/ 5 DAYS EACH VEHICLE FOR COMPLETION	One vehicle per week after receipt & acceptance of ordered Ferno Equipment. All vehicles shall be complete within 60 days of start date.

The following items must be submitted:

Bid Guarantee	<u>          X          </u>	<u>          X          </u>
Cert. of Consent of Surety	<u>          X          </u>	<u>          X          </u>
Disclosure Stmt.	<u>          X          </u>	<u>          X          </u>
Non-Collusion Affidavit	<u>          X          </u>	<u>          X          </u>
Affirmative Action Affidavit (signed & dated)	<u>          X          </u>	<u>          X          </u>

Any other document required by bid specifications:

To Mr. Wayne Furth for review & recommendations  
 cc: Council, Mgr. & Solicitor

RESOLUTION NO. 1999 – 36

A BID AWARDING AN OVERHEAD ELECTRIC DOORS  
AND RELATED WORK FOR THE EMERGENCY SQUAD.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for various overhead doors and related work for the Emergency Squad; and

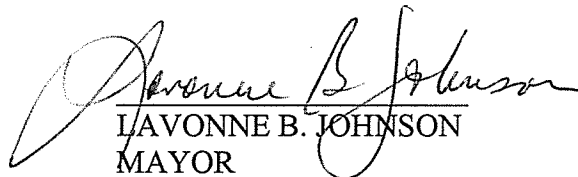
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of MERCHANTVILLE DOOR CO., Collingswood, New Jersey; and


WSHEREAS, 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 16<sup>th</sup> day of February, 1999, that the bid be accepted as per the attached recommendations of the Emergency Squad.

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

Merchantville Door Company  
6 Garage door Openers

The money necessary to fund said contract is in the amount of \$ 17,745.95 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 98 Capital. These funds are not being certified as being available for more than one pending contract. 040598 BS

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

Bid opened Monday, February 8, 1999 at 10:45 A.M., Manager's Conferenc Room  
 by Wayne Furth and Edith Baldwin. Also present was a rep. from  
 Merchantville Overhead Door Co.

BID RETURN SHEET  
OVERHEAD DOOR ELECTRIC  
OPERATORS AND RELATED WORK FOR THE WILLINGBORO FIRST AID SQUAD

**BID PROPOSAL  
 FOR**

**TOWNSHIP OF WILLINGBORO  
 1 Salem Road  
 Willingboro, New Jersey 08046  
 and the**

**WILLINGBORO EMERGENCY SQUAD, INC.  
 396 Charleston Road  
 Willingboro, New Jersey 08046**

For Six (6) Garage Door Openers Installed, as per published specifications	<u>Merchantville</u> <u>Overhead Door Co.</u> \$17,745.96
Less any applicable discounts	0
<b>TOTAL COST</b>	<u>\$17,745.96</u>

Estimated Start and Completion Time April 1, 1999

The following items must be submitted:

Bid Guarantee	X	
Cert. of Consent of Surety	X	
Disclosure Stmt.	X	
Non-Collusion Affidavit	X	
Affirmative Action Affidavit (signed & dated)	X	

Any other document required by bid specifications: AA302 form completed  
 To Wayne Furth for review & recommendations  
 cc: Council, Mgr. & Solicitor



Bid opened Monday, February 8, 1999 at 10:45 A.M., Manager's Conferenc Room  
 by Wayne Furth and Edith Baldwin. Also present was a rep. from  
 Merchantville Overhead Door Co.

BID RETURN SHEET  
OVERHEAD DOOR ELECTRIC  
OPERATORS AND RELATED WORK FOR THE WILLINGBORO FIRST AID SQUAD

**BID PROPOSAL  
 FOR**

**TOWNSHIP OF WILLINGBORO  
 1 Salem Road  
 Willingboro, New Jersey 08046  
 and the**

**WILLINGBORO EMERGENCY SQUAD, INC.  
 396 Charleston Road  
 Willingboro, New Jersey 08046**

	<u>Merchantville</u>
For Six (6) Garage Door Openers Installed, as per published specifications	Overhead Door Co.
	\$17,745.96
Less any applicable discounts	0
<b>TOTAL COST</b>	<u>\$17,745.96</u>

Estimated Start and Completion Time April 1, 1999

The following items must be submitted:

Bid Guarantee	X	
Cert. of Consent of Surety	X	
Disclosure Stmt.	X	
Non-Collusion Affidavit	X	
Affirmative Action Affidavit (signed & dated)	X	

Any other document required by bid specifications: AA302 Form completed  
 To Wayne Furth For review & recommendations  
 cc: Council, Mgr. & Solicitor

RESOLUTION NO. 1999 – 37

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

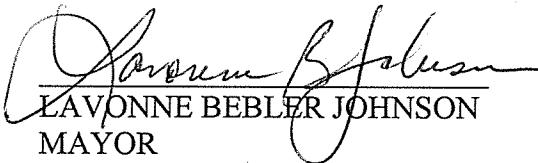
WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 16th day of February, 1999,  
that the following are appointed to the positions and for the terms designated:


W. M. U A. Alternate – 5 year term expiring 1-31-2004

EDWARD MCFADDEN

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

  
LAVONNE BEBLER JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* FEB-17-1999 WED 10:31 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* FEB-17 10:30 AM WMUA 1'04" 2 SEND OK 664 \*  
 \* TOTAL : 1M 4S PAGES: 2 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: Mr. Harry Killian  
 COMPANY: W.M.U.A.  
 DATE: 2/17/99  
 TO FAX NO. \_\_\_\_\_

FROM: Rhoda Lichtenstady 6202 PAGES 2

SUBJECT: Res. #37-1999  
REAPPOINTING EDWARD MCFADDEN  
To a 1 year term - 1/1/99

CC: EDWARD MCFADDEN

RESOLUTION NO. 1999 - 38

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

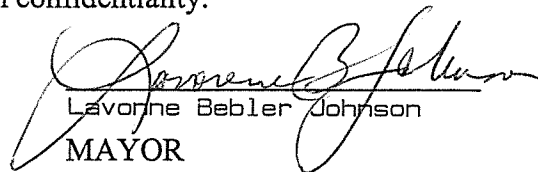
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 Feb. 16, 1999, that an Executive Session closed to the public shall be held on Feb. 16, 1999, at 8:40 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Laverne Bebler Johnson  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

VOID

RESOLUTION NO. 1999- 39

A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE BOND TRI-STATE DESIGN CONSTRUCTION CO., INC.

WHEREAS, at the request of the applicant, TRI-STATE DESIGN CONSTRUCTION CO., INC. and recommendation by the Engineer, by his letter dated February 17, 1999, that this project has met the requirements in the improvement and they have been installed as per his recommendations;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of February, 1999, that the bond be reduced by \$36,000, leaving a bond amount of \$44,000 until the project reaches completion.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director, the Auditor.

\_\_\_\_\_  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

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



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

More than a Civil Engineering Firm

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

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

February 17, 1999

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

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

RE: Alpha Baptist Church  
Tri-State Design Construction Co., Inc.  
Bond Reduction Request  
LAWB Project No. 94-39-88

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Harry S. Dirkin  
Mark E. Malinowski, PE  
Ashvin G. Patel, PE  
Earl A. Turner, PE  
Kevin J. Webb, PE

Dear Ms. Lichtenstadter:

An inspection of the above referenced project was performed on December 15, 1998. The inspection revealed that not all of the requirements of the Approved Resolution granting Site Plan Approval have been met. The amount bonded initially was \$100,000.00. This was reduced by Resolution on May 4, 1995 by the Township Council on recommendation by the Township Engineer in his letter dated April 24, 1995 to \$80,000.00. To date, \$47,086.50 worth of improvements have been installed. Since the bond reduction, \$16,122.00 worth of improvements have been installed. Since 1995, there has been no activity.

I recommend the bond be reduced by \$36,000.00. This will leave a bond amount of \$44,000.00 until the project reaches completion.

Gerald J. DeFelicis, Jr., CLA  
Jordan L. Lenher, LS  
Theresa C. McGettigan, CLP  
Dwain R. Ruble, LS  
Surbachan Sethi, PE  
Gary Zube, LS

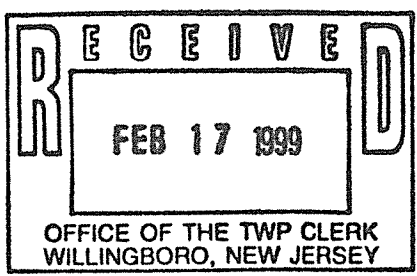
Yours very truly,  
LORD, ANDERSON, WORRELL & BARNETT, INC.

*Carl A. Turner*  
Carl A. Turner, P.E.  
Township Engineer

Consultant  
Kenneth Anderson, PE & LS, PP

CT: dac

94-39-88\LETTERS\CAT\ALPHABONDRED.F17.DOC (99)



RESOLUTION NO. 1999 - 40

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

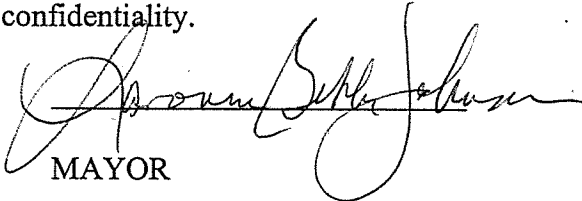
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Feb. 23, 1999, that an Executive Session closed to the public shall be held on Feb. 23, 1999, at 9:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 40

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

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

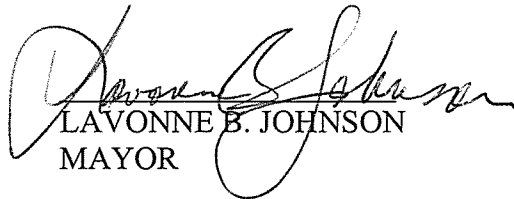
WHEREAS, N.J.S.A. 40A:5-29 provides that any municipality may accept bequests, legacies and gifts made to it and utilize such funds for the purpose of such bequest, legacies and gifts; and


WHEREAS, the Township of Willingboro does annually hold celebrations for which fundraising activities are held to defray the costs there; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds together with any funds for such purpose appropriated in the annual budget of the Township of Willingboro and transferred to the escrow fund created by this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 20<sup>th</sup> Day of February, 1999, hereby requests the approval of the Division of Local Government Services to appropriate moneys received in trust for Willingboro celebrations, payment of expenditures related thereto.

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Marie Annese  
Deputy Township Clerk





# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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

COUNCIL MEMBERS

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

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

February 22, 1999

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

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 1999-40 adopted by Willingboro Township Council on February 20, 1999, requesting your approval for a Dedication by Rider.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

RL

Encs.

# township of **Willingboro**

MEMO TO: ASSEMBLYMEN JACK CONNERS  
HERB CONAWAY

FROM: MAYOR LAVONNE B. JOHNSON *LBJ*

DATE: February 22, 1999

SUBJECT: DEDICATION BY RIDER

---

Council requests your help walking this through DCA to expedite our fundraising efforts for the Millennium.

Thank you.

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

RESOLUTION NO. 1999-41  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and


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 2<sup>ND</sup> day of March, 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

MATRIX FINANCIAL CORP. 201 W. COOLIDGE ST. #100 PHOENIX, AZ. 85013 BLOCK 1023 LOT 26 10 NIAGARA LANE OVERPAYMENT TAXES	\$704.38
ACW CORP. T/A ARBY'S INC. 110 S. POPLAR ST. SUITE 102 WILMINGTON, DELAWARE 19801 BLOCK 12 LOT 1 4208 ROUTE 130 OVERPAYMENT TAXES	33.61
ADAMS, HENRY & HELEN 177 PAGEANT LANE BLOCK 305.02 LOT 48 177 PAGEANT LANE OVERPAYMENT TAXES	41.56
OBRINGER, ROBERT C/O TPS CARWASH 5 TICONDEROGA DRIVE BORDENTOWN, N.J. 08505 BLOCK 5.02 LOT 22 232 PENNYPACKER DRIVE OVERPAYMENT TAXES	20.91
CHASE MANHATTAN MTG. CORP. 3415 VISION DRIVE ATTN: KERSCHIE BYERLY-TAX DEPT COLUMBUS, OH. 43219 BLOCK 544.01 LOT 38.48 14 DERRY DRIVE OVERPAYMENT TAXES	725.29

RESOLUTION NO. 1999 – 42

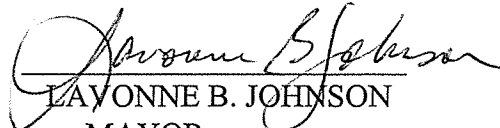
A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE TARQUINI ORGANIZATION.

WHEREAS, the need exists for an existing conditions assessment of the Willingboro Cultural Community Center; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of March, 1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with The Tarquini Organization in an amount not to exceed \$8,800.00; and
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
LAYONNE B. JOHNSON  
MAYOR

ATTEST:

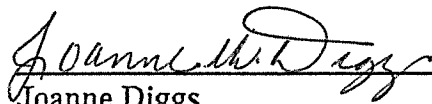
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

Tarquini Group / John W. Gibson

The money necessary to fund said contract is in the amount of \$ 8,500.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-<sup>38</sup>~~58~~-302. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro

THE TARQUINI GROUP/JOHN W. GIBSON, JR.

WHEREAS, the Township of Willingboro requires the services of a professional consultant; and

WHEREAS, The Tarquini Org. is a consultant authorized to practice in the State of New Jersey and is hereafter identified as the consultant

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and The Tarquini Org. JR a consultant of the State of New Jersey as follows:

I. APPOINTMENT: The Tarquini Organization is hereby appointed to provide an existing conditions assessment of the WILLINGBORO CULTURAL COMMUNITY CENTER .

II. TERM. This appointment shall commence March 2, 1999, and shall continue four weeks from notice to proceed.

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. 1999-42.

VI. COMPENSATION: 1. During the term of this Agreement, the consultant shall be compensated in accordance with Resolution No. 1999-42, not to exceed \$8,800.00.

V. EQUAL OPPORTUNITY.

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

2. The attention of the engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The 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.

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

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

Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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



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

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

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

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

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

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


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

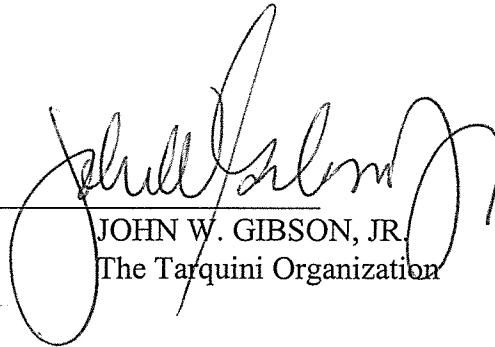
X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

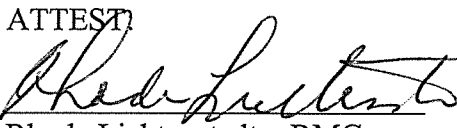
XI ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in any writing executed by the parties hereto.

XII. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO

  
LAVONNE B. JOHNSON  
MAYOR

  
JOHN W. GIBSON, JR.  
The Tarquini Organization

ATTEST  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

3/2/99  
DATE

# The Tarquini Organization

February 4, 1999

Joseph T. Tarquini, Jr., AIA, PP  
John W. Gibson, Jr., AIA  
Daniel D. Sciullo, AIA

---

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



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

RE: Willingboro Library Study  
M9009

Dear Mr. Bonaparte:

I want to thank you for giving The Tarquini Organization the opportunity to provide professional services to the Township concerning the potential relocation of the present library to the J. F. Kennedy Center.

Our experience in the field of library design is extensive. We have recently completed the Evesham Township Library @ 20,000 S.F., Gloucester County Library @ 28,000 S.F. and major additions to the Deptford Township and Stratford Boro Libraries, along with studies for Winslow, etc.

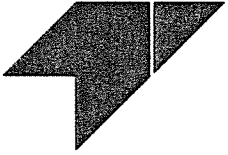
As we discussed on the phone, I believe the following services would be required to make a decision in the library relocation:

- ◆ Meet with librarian to confirm the department's requirements and needs for the purpose of determining area (S.F.) needs of the library.
- ◆ Analyze the J. F. Kennedy Center and determine an appropriate space(s) within the school for the relocation of the new library. (In addition to adequate square feet, it is important that the location of the library is easily accessible to the public, toilet rooms are accessible, and deliveries, etc. are considered.) Also, it would be isolated from the rest of the building when operating hours differ with the remainder of the facility.
- ◆ Prepare conceptual floor plans(s) of the library location within the JFK Center noting needed core facilities improvements.
- ◆ Prepare a construction cost estimate of the concept(s). The cost estimates will exclude moving costs of books, furniture, etc.
- ◆ Meet with council to explain and review findings, if requested.

Our fee to provide the above services is a lump sum fee of \$2,400.00

The **Tarquini** Organization

Willingboro Township  
Attn: Norton A. Bonaparte  
M9009  
February 4, 1999  
Page Two



Please issue a purchase order if the above proposal is acceptable to you. When we receive the notice to proceed, I believe the above noted information can be accomplished within two (2) weeks.

THE TARQUINI ORGANIZATION, a Professional Association

John W. Gibson, Jr., AIA  
President

JWG:pw

cc: The Tarquini Organization, Attn: Daniel D. Sciuolo, AIA  
The Tarquini Organization, Attn: Janice Soper  
File: N:\TTODATA\MARKET\G\PROP\M9009\Ltr1.doc



# 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.

February 8, 1999

John Gibson  
Tarquini Organization  
1812 Federal Street  
Camden, New Jersey 08105

Dear Mr. Gibson:

The Township Council has accepted your proposal to provide information regarding the potential relocation of the library to the John F. Kennedy building.

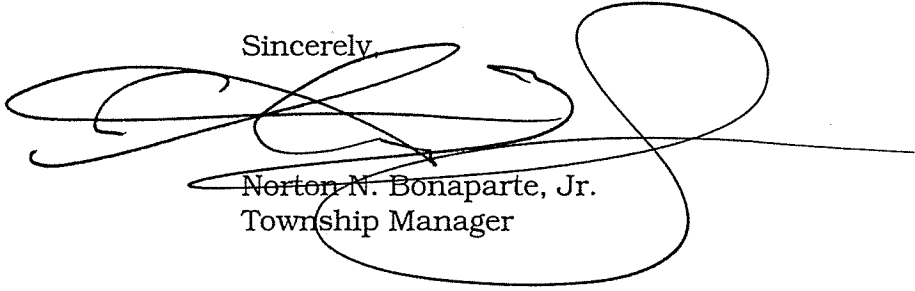
This study is to include the points specified in your written proposal dated February 4, 1999. The finalized product is to be provided to the Township within a two-week period and therefore should be submitted by Friday, February 19, 1999.

The Council has scheduled a special Saturday meeting for February 20<sup>th</sup> at 9:30 AM to discuss this item. Please plan to formally present your report to the Council at that time. To assist Council in preparing for your presentation, please provide me with ten copies of your report by 4:00 PM, Friday, February 19<sup>th</sup>.

We understand your fee for this service is \$2,400. As time is of the essence, the Township reserves the right to make no payment if the product is not provided in the time specified.

I look forward to seeing your presentation and appreciate your interest in providing this service to the Township.

Sincerely



Norton N. Bonaparte, Jr.  
Township Manager

NNB:cs

c: Mayor and Council  
Deputy Manager Rose  
Township Solicitor Kearns  
Township Clerk Lichtenstadter  
Library Director King



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

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

February 8, 1999

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

Dear Mr. Stang:

In making a decision as to whether to move the library to the John F. Kennedy building or the Town Center, the Township Council needs to have an estimate of the construction cost for both locations. The Township has entered into a professional service agreement with the Tarquini Organization to provide an estimate for locating the library at the John F. Kennedy building. We are requesting a cost estimate from ReNEWal for locating the library at the Town Center.

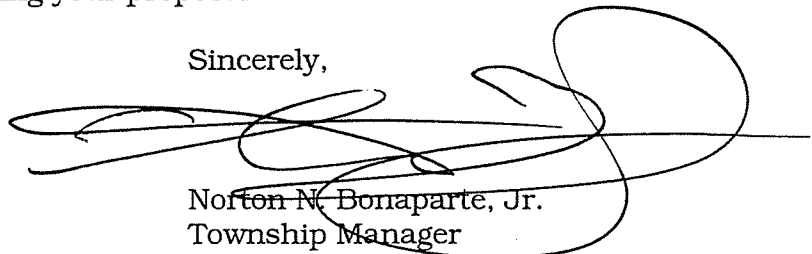
So that there is consistency in the material provided to Council, please include in your process the following:

- Meet with the Library Director to confirm library requirements and need for the purpose of determining area (square feet) needs of the library.
- Determine an appropriate space at the Town Center for the relocation of the new library.
- Prepare conceptual floor plan(s) of the library location noting needed core facilities improvements.
- Prepare a construction cost estimate of the concept(s). The cost estimates should exclude costs of books, furniture, etc.
- Meet with Council to explain and review your findings.

The Council has scheduled a special Saturday meeting for February 20<sup>th</sup> at 9:30 AM to discuss this item. Please plan to formally present your report to the Council at that time. To assist Council in preparing for your presentation, please provide me with ten copies of your report by 4:00 PM, Friday, February 19<sup>th</sup>.

I look forward to seeing your proposal.

Sincerely,



Norton N. Bonaparte, Jr.  
Township Manager

NNB:cs

c: Mayor and Council  
Deputy Manager Rose  
Township Solicitor Kearns  
Township Clerk Lichtenstadter



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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

COUNCIL MEMBERS

*James E. Ayrer*

*Eddie Campbell, Jr.*

*Lavonne B. Johnson*

*Jeffrey E. Ramsey*

*Paul L. Stephenson*

TOWNSHIP MANAGER

*Norton N. Bonaparte, Jr.*

March 4, 1999

Mr. John W. Gibson, Jr.  
The Tarquini Organization  
1812 Federal Street  
Camden, New Jersey 08105-1816

Gentlemen:

Enclosed please find a copy of Res. No. 1999 - 42 adopted by Willingboro Township Council at their meeting of March 2, 1999 awarding a contract for professional services for an existing conditions assessment of the Willingboro Cultural Community Center.

Also enclosed, is an original and one (1) copy of the contract. Please sign both, keeping the copy and returning the original to me.

Thank you for your cooperation.

Sincerely,

Rhoda Lichtenstädter, RMC

Township Clerk

RI

Encs.

RESOLUTION NO. 1999 – 44

A RESOLUTION IN SUPPORT OF GRANT MONIES FOR  
RT. 130/DELAWARE RIVER REVITALIZATION PLAN

WHEREAS, Willingboro Township has been the leading municipality in working with county and local elected officials, area businessmen and women, and concerned citizens over the course of three years, to develop the Route 130/Delaware River Revitalization Plan; and

WHEREAS, the plan provides strategies for improving the quality of life in the 12 municipalities which comprise the Corridor, by addressing the issues of economic development, transportation, housing, open space, recreation and environment, community services, utilities and infrastructure; and

WHEREAS, the plan has been favorably received by the New Jersey State Planning Commission, and is expected to be endorsed by the Commission within the next 10 weeks; and

WHEREAS, the plan proposes the revitalization of older neighborhoods and aging downtown business districts, and provides for the rehabilitation and redevelopment of abandoned industrial and commercial sites; especially the former Willingboro Plaza site and also including Willingboro's Village Mall and former Olympia Lakes areas; and

WHEREAS, the plan identifies and prioritizes specific economic development centers and projects which involve the clean-up and reuse of these existing commercial and industrial sites; and

WHEREAS, Willingboro Township was the first municipality along this Rt. 130 Corridor to create its own redevelopment plan, in accord with the County and State Plans; and

WHEREAS, these projects are also embodied in a 36-page grant application submitted to the New Jersey Economic Task Force, and subsequently approved for by the Task Force for funding in the recommended amount of \$5 million; and

WHEREAS, Burlington county Freeholders' stated purpose for use of these grant monies, as outlined in the County's application, is creation of a revolving low-cost loan fund which can be used to bolster economic projects far into the future; and

WHEREAS, the grant funds have been earmarked for the corridor project in legislation unanimously approved by the New Jersey State Assembly and now under

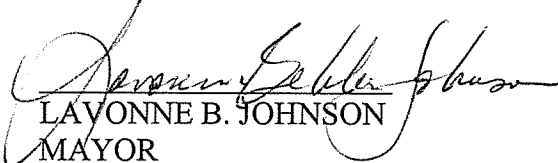


Page 2


Res. No. 1999 – 44 cont'd.

consideration by the New Jersey State Senate and, more particularly, the Senate Committee on Economic Growth, Agriculture and Tourism, said legislation identified as S-1579 and A-29.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of March, 1999, that the Council reaffirms its strong support for S-1579 and A-29, and calls on all members of the Senate to approve S-1579 and A-29, thus ensuring the award of \$20 million for economic development projects in South Jersey, including a \$5 million grant for Burlington County's Route 130/Delaware River Corridor Project.

  
LAYONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

WILLINGBORO TOWNSHIP, ONE SALEM ROAD,

WILLINGBORO, NJ 08046

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

TELEFAX COVER SHEET

TO: Senator Diane Allen

COMPANY: 7<sup>th</sup> Dist

DATE: 2/4/99

TO FAX NO. 239-2673

FROM: Chad L. Twopluck EXT. 6202 PAGES 3

SUBJECT: In accordance with Senator's  
Request of Mrs. Evening  
signed copy of adopted  
resolution. Any questions, please call!

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

RESOLUTION NO. 1999 -45

A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN A CONTRACT WITH GARDEN  
STATE FIREWORKS, INC.

WHEREAS, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro; and

WHEREAS, the Township of Willingboro sponsors certain special events; and

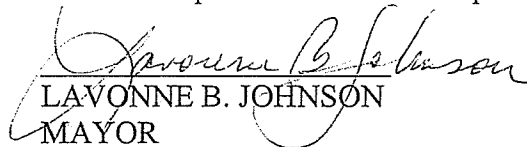
WHEREAS, the Township Council had determined that fireworks should be a part of the celebrations of the Independence of the United States on July 5, 1999, and July 4, 2000, and to mark the Millennium Celebrations on December 31, 1999; and

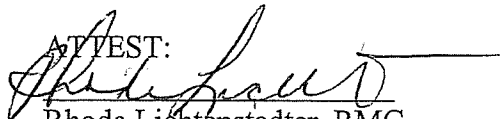
WHEREAS, the Township Council has determined that the provision of Fireworks displays constitutes an extraordinary, unspecifiable service to be provided by a company licensed and experienced in the highly specialized field of fireworks displays; and

WHEREAS, Garden State Fireworks, Inc. is qualified to provide fireworks displays to the Township of Willingboro; and

WHEREAS, the Township Council has reviewed the proposal of Garden State Fireworks, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6<sup>th</sup> day of April, 1999 that the Mayor and Clerk of the Township of Willingboro are hereby authorized to execute the Agreements between the Township of Willingboro and Garden State Fireworks, Inc. for displays on July 5, 1999, December 31, 1999, and July 4, 2000 in the form attached hereto, which shall provide for a cost of \$25,000 for each display. Garden State Fireworks, Inc., shall also provide the Township of Willingboro with a performance guarantee in the amount of 110% of each display, which guarantee shall be in a form of a bond, letter of credit, insurance policy or other form acceptable to the Township of Willingboro.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 199 - 46

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

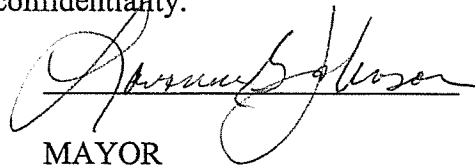
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 3-2, 1999, that an Executive Session closed to the public shall be held on 3-2, 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

RESOLUTION NO. 1999 – 47

AMENDS RES. NO. 1999 – 40, A RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOV'T. SERV. FOR DEDICATION BY RIDER.

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

WHEREAS, N.J.S.A. 40A:5-29 provides that any municipality may accept bequests, legacies and gifts made to it and utilize such funds for the purpose of such bequest, legacies and gifts; and

WHEREAS, the Township of Willingboro does annually hold celebrations for which fundraising activities are held to defray the costs of the activities as listed:

1. SPORTSFEST
2. GAME NIGHT AND ENTERTAINMENT GALA
3. GOLF TOURNAMENT
4. WILLINGBORO FAIR
5. VETERAN'S TOWN BARBEQUE/FIREWORKS
6. JAZZ FESTIVAL
7. RUN WITH OLYMPIANS
8. FISHING CONTEST
9. WILLINGBORO FUN DAY AT JFK PARK
10. HALLOWEEN KIDDE PARADE/HALLOWEEN COSTUME BALL
11. SHOW CASE OUR YOUTH IN WILLINGBORO PUBLIC SCHOOLS
12. INTERNATIONAL FOOD FESTIVAL
13. NEW YEAR'S EVE GALA
14. FIREWORKS – 7/5/99, 12/31/99-1/1/2000, 7/4/2000

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds together with any funds for such purpose appropriated in the annual budget of the Township of Willingboro and transferred to the escrow fund created by this resolution.

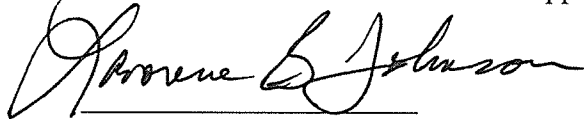
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 15 day of March, 1999, hereby requests the approval of the Division of Local Government

Page 2

Res. No. 47 cont'd.

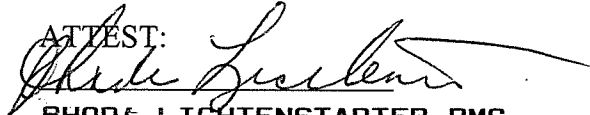
Services to appropriate moneys received in trust for Willingboro celebrations, payment of expenditures related thereto.

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



**LAVONNE B JOHNSON**  
**MAYOR**

ATTEST:



**RHODA LICHTENSTADTER, RMC**  
**TOWNSHIP CLERK**

RESOLUTION NO. 1999 - 47

AMENDS RES. NO. 1999 - 40, A RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVT. SERV. FOR DEDICATION BY RIDER.

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

WHEREAS, N.J.S.A. 40A:5-29 provides that any municipality may accept bequests, legacies and gifts made to it and utilize such funds for the purpose of such bequest, legacies and gifts; and

WHEREAS, the Township of Willingboro does annually hold celebrations for which fundraising activities are held to defray the costs of the activities as listed:

1. SPORTSFEST
2. GAME NIGHT AND ENTERTAINMENT GALA
3. GOLF TOURNAMENT
4. WILLINGBORO FAIR
5. VETERAN'S TOWN BARBEQUE/FIREWORKS
6. JAZZ FESTIVAL
7. RUN WITH OLYMPIANS
8. FISHING CONTEST
9. WILLINGBORO FUN DAY AT JFK PARK
10. HALLOWEEN KIDDE PARADE/HALLOWEEN COSTUME BALL
11. SHOW CASE OUR YOUTH IN WILLINGBORO PUBLIC SCHOOLS
12. INTERNATIONAL FOOD FESTIVAL
13. NEW YEAR'S EVE GALA
14. FIREWORKS - 7/5/99, 12/31/99-1/1/2000, 7/4/2000

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds together with any funds for such purpose appropriated in the annual budget of the Township of Willingboro and transferred to the escrow fund created by this resolution.

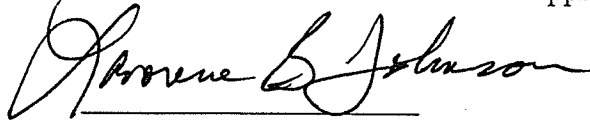
NOW, THEREFORE, BE APPROVAL of NJSA 40A:4-39 RESOLUTION  
Township of Willingboro, County Rider Celebration of Public Events  
of March, 1999, hereby requests tl NJSA 40A:5-29

DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Local Government Services  
Ulrich H. Steinberg, Director  
By Christine M. Zuparko 3-17-99

Res. No. 47 cont'd.

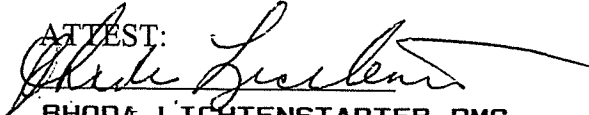
Services to appropriate moneys received in trust for Willingboro celebrations, payment of expenditures related thereto.

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



LAVONNE B JOHNSON  
MAYOR

ATTEST:

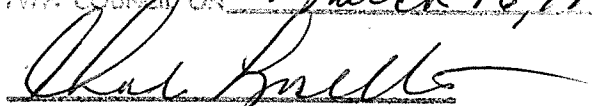


RHODA LICHTENSTADTER, RMC  
TOWNSHIP CLERK

FORWARDED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

March 16, 1989



TOWNSHIP CLERK



RESOLUTION NO.1999 - 48

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

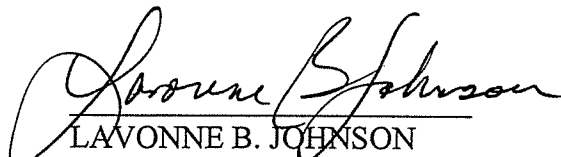
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of March, 1999; and

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



*State of New Jersey*  
**DEPARTMENT OF LAW AND PUBLIC SAFETY**  
**DIVISION OF CRIMINAL JUSTICE**  
**P.O. BOX 085**  
**TRENTON, NEW JERSEY 08625-0085**  
**TELEPHONE: (609) 984-6500**

**PETER VERNIERO**  
**ATTORNEY GENERAL**

**PAUL H. ZUBEK**  
**DIRECTOR**

May 28, 1999

Ms. Denise Rose, Deputy Township Manager  
 Township of Willingboro  
 Municipal Complex, Salem Road  
 Willingboro, New Jersey 08046

RE: Safe and Secure Communities Program  
 Grant Number P-1682

Dear Ms. Rose:

Enclosed please find your fully executed subgrant award/contract for the above-captioned grant for your official file.

Municipalities receiving personnel grants will be advanced state monies to cover grant salary costs at three month intervals. To initiate the first funding a State of New Jersey Payment Voucher must be submitted along with a request for funds from the project director. This can be satisfied either by letter or by completing the Cash Request section on side two of the Detailed Cost Statement. Be sure to complete sections A, D, F and G of the Voucher to expedite the funding process.

Please be advised that the regulations under the Safe and Secure Communities Grant Program have been amended to allow the filing of *quarterly* Detailed Cost Statements. These reports, which must be submitted in triplicate with original signatures, will be due on the fifteenth day at the end of each calendar quarter as outlined below:

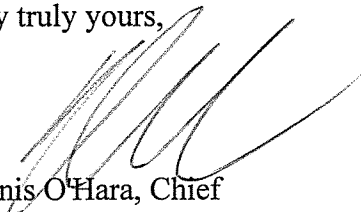
<b>Months Covered</b>	<b>Due Date</b>
January - March	April 15
April - June	July 15
July - September	October 15
October - December	January 15

Page 2

For example, the report for the first quarter of 1999 is due on April 15, 1999. Should the grant end during a quarter, the final Detailed Cost Statement will be due on the fifteenth working day of the following month. A voucher must also be submitted each quarter in order to receive the next installment of funds.

I have enclosed a supply of Invoices and Detailed Cost Statements for your use. I have also enclosed instructions for completing the forms. Should you need assistance, please feel free to contact Sandra Amato at (609) 633-2628.

Very truly yours,



Dennis O'Hara, Chief  
Program Development Section

Enclosures

- c. Chief Fiscal Officer
- Terri Riccitiello, Fiscal Analyst



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

<b>PROJECT TITLE</b>	<b>SUBGRANT AMOUNT</b>
<b>SAFE AND SECURE COMMUNITIES PROGRAM</b>	<b>STATE</b> \$ <b>60,000</b>
<b>IMPLEMENTING AGENCY/PROJECT DIRECTOR</b>	<b>MATCH</b> \$ <b>Fringe Benefits</b>
<b>WILLINGBORO TOWNSHIP POLICE DEPARTMENT</b>	<b>TOTAL</b> \$ <b>60,000</b>
<b>SUBGRANTEE</b>	<b>DATE OF AWARD</b>
<b>WILLINGBORO TOWNSHIP</b>	<b>MAY 26, 1999</b>

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

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

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

FOR THE SUBGRANTEE

  
Signature of Authorizing Official

FOR THE STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC  
SAFETY

  
Acting Attorney General  
or Designee

TYPED NAME OF OFFICIAL and TITLE

Lavonne Bebler Johnson  
MAYOR

N/A  
(If applicable)

N/A  
(If applicable)

5/26/99  
Date

Subgrant Number: P-1682

Date Application Received: March 12, 1999

Subgrant Period: 4/4/99 to 4/3/00

Subgrantee Fiscal Year  
Start Date: 4/99

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

SPECIAL CONDITIONS

SAFE & SECURE COMMUNITIES PROGRAM

Subgrantee: Township of Willingboro

Subgrant Number: P-1682

Project Duration: 4/4/99 to 4/3/00

RECEIVED  
MAY 19 1999  
PROGRAM DEVELOPMENT SECTION

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

6. The Safe and Secure Communities Program legislation clearly states that as a condition of the grant award, the Subgrantee shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.

*Lavonne Bebler Johnson*  
Signature of Authorized Official

Mayor  
Title of Authorized Official

Lavonne Bebler Johnson  
Printed Name of Authorized Official

5/13/99  
Date

(rev'd 4/99)

RECEIVED  
MAY 19 1999  
PROGRAM DEVELOPMENT SECTION

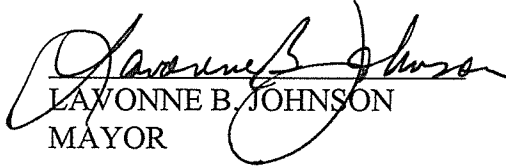
RESOLUTION NO. 1999- 49


A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE  
BOND ESTATES AT HIGH POINT

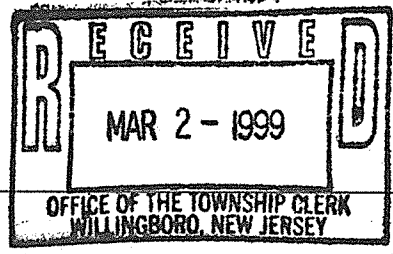
WHEREAS, at the request of the applicant, Taylor CONSTRUCTION CO., INC. and recommendation by the Engineer, by his letter dated March 1, 1999, that this project has met the requirements in the improvement and they have been installed as per his recommendations;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16<sup>th</sup> day of March, 1999, that the bond be reduced in accordance with the calculations outlined in the Engineer's letter , leaving the amount of the improvement guarantee for section 4, in effect at \$2,848.00 and \$8,544 for Section 3.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director, the Auditor.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk



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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

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

March 1, 1999

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

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

RE: Bond Reduction (2<sup>nd</sup>)  
Estates at High Point  
LAWB File No. 92-39-90

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Barry S. Dirkin

Dear Rhoda:

At the request of the applicant, we have performed a bond reduction inspection for the project known as the Estates at High Point. Our inspection and calculations indicate that it would be appropriate for Council to allow for a guarantee reduction of \$185,858.40. This amount is broken down as follows: Section III of \$64,706.40 leaving the amount of improvement guarantee in effect at \$8,544.00 and for Section IV of \$121,152.00 leaving the amount of the improvement guarantee in effect at \$2,848.00. The attached table itemizes the method of calculation.

Mark E. Malinowski, PE  
Ashvin G. Patel, PE  
Carl A. Turner, PE  
Kevin J. Webb, PE

Please call if you have any questions.

Gerald J. DeFelicis, Jr., CLA  
Jordan L. Lenher, LS  
Theresa C. McGettigan, CLP  
Edwin R. Ruble, LS  
Surbachan Sethi, PE  
Gary Zube, LS

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, P.E.  
Township Engineer

Consultant  
Kenneth Anderson, PE & LS, PP

CT: dac

Enclosure

cc: Craig H. Taylor

92-39-90\LETTERS\CAT\2NDBOND.M1.DOC (99)



**PERFORMANCE GUARANTEE REDUCTION ESTIMATE NO. 2**

March 1, 1999

*Performance Guarantee Estimate*

**Deer Park Subdivision**

SECTION III 1/25/93

**Project No. 92-39-90**

<u>ITEM DESCRIPTION</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Qty Completed</u>	<u>Value</u>
6"x8"x18" Concrete Curb	530.00	LF 17.00	\$9,010.00	530.00	\$9,010.00
4" Concrete Sidewalk	500.00	SY 35.00	\$17,500.00	500.00	\$17,500.00
6" Reinforced Concrete Sidewalk	170.00	SY 40.00	\$6,800.00	170.00	\$6,800.00
6" Reinforced Concrete H.C. Ramps	12.00	SY 40.00	\$480.00	12.00	\$480.00
6" Reinforced Concrete Driveway Aprons	160.00	SY 40.00	\$6,400.00	160.00	\$6,400.00
Traffic Signs	4.00	UT 150.00	\$600.00	4.00	\$600.00
Manhole Castings	2.00	UT 500.00	\$1,000.00	2.00	\$1,000.00
Bituminous Stabilized Base Course	40.00	TN 35.00	\$1,400.00	40.00	\$1,400.00
Bituminous Concrete Surface Course	575.00	TN 35.00	\$20,125.00	575.00	\$20,125.00
Bituminous Concrete Leveling Course	75.00	TN 35.00	\$2,625.00	75.00	\$2,625.00
Miscellaneous Grading	1.00	LS 4000.00	\$4,000.00	1.00	\$4,000.00
Deciduous Trees	40.00	UT 200.00	\$8,000.00	36.00	\$7,200.00
Evergreen Trees	37.00	UT 100.00	\$3,700.00	23.00	\$2,300.00
Control Monuments	16.00	UT 150.00	\$2,400.00	16.00	\$2,400.00
Topsoil, Fertilize and Seed	15,500.00	SY 2.00	\$31,000.00	13,020.00	\$26,040.00

<b>Total Estimated Cost</b>	<b>\$115,040.00</b>	<i>Value of Completed Items</i>	<b>\$107,880.00</b>
<b>Guarantee= 120%</b>	<b>\$138,000.00</b>	<i>Guaranteed at 120%</i>	<b>\$129,456.00</b>
		<i>Less previous releases</i>	<b>\$64,749.60</b>
		<i>Release Amount Requested</i>	<b>\$64,706.40</b>
		<i>Balance Remaining to finish</i>	<b>\$8,544.00</b>

*Performance Guarantee Estimate*

**Deer Park Subdivision**

SECTION IV 1/25/93

**Project No. 92-39-90**

<u>ITEM DESCRIPTION</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Qty Completed</u>	<u>Value</u>
6"x8"x18" Concrete Curb	290.00	LF 17.00	\$4,930.00	290	\$4,930.00
4" Concrete Sidewalk	600.00	SY 35.00	\$21,000.00	600	\$21,000.00
6" Reinforced Concrete Sidewalk	160.00	SY 40.00	\$6,400.00	160	\$6,400.00
6" Reinforced Concrete H.C. Ramps	12.00	SY 40.00	\$480.00	12	\$480.00
6" Reinforced Concrete Driveway Aprons	140.00	SY 40.00	\$5,600.00	140	\$5,600.00
Traffic Signs	2.00	UT 150.00	\$300.00	2	\$300.00
Manhole Castings		UT 500.00			
Bituminous Stabilized Base Course	40.00	TN 35.00	\$1,400.00	40	\$1,400.00
Bituminous Concrete Surface Course	325.00	TN 35.00	\$11,375.00	325	\$11,375.00
Bituminous Concrete Leveling Course	75.00	TN 35.00	\$2,625.00	75	\$2,625.00
Miscellaneous Grading	1.00	LS 4000.00	\$4,000.00	1	\$4,000.00
Deciduous Trees	41.00	UT 200.00	\$8,200.00	34	\$6,800.00
Evergreen Trees	38.00	UT 100.00	\$3,800.00	28	\$2,800.00
Control Monuments	15.00	UT 150.00	\$2,250.00	15	\$2,250.00
Topsoil, Fertilize and Seed	15,500.00	SY 2.00	\$31,000.00	15500	\$31,000.00

<b>Total Estimated Cost</b>	<b>\$103,360.00</b>	<i>Value of Completed Items</i>	<b>\$100,960.00</b>
<b>Guarantee= 120%</b>	<b>\$124,000.00</b>	<i>Guaranteed at 120%</i>	<b>\$121,152.00</b>
		<i>Less previous releases</i>	
		<i>Release Amount Requested</i>	<b>\$121,152.00</b>
		<i>Balance Remaining to finish</i>	<b>\$2,848.00</b>

# Craig Taylor Construction Company, Inc.

*General Contracting*

*Cinnaminson Industrial Commons  
1702 Industrial Highway Suite 7  
Cinnaminson, New Jersey 08077  
Telephone: (609) 829-7100*

*Commercial  
Industrial  
Residential*

January 9, 1999

Willingboro Township Council  
Willingboro Municipal Building  
Salem Road  
Willingboro, NJ 08046

Re: Bond Reduction-The Estates at High Point

Dear Council,

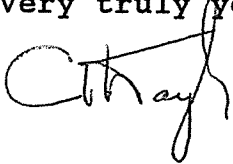
I had respectfully requested last year that you authorize a performance bond reduction by Lord Anderson Worrell & Barnett for the above formerly known as Deer Park.

I have not heard from anyone since my request.

Kindly call me at 829-7100 and let me know if there is anything that you need me to do to have the bond reduced.

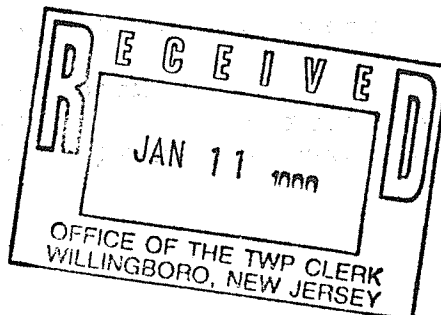
Thanking you in advance.

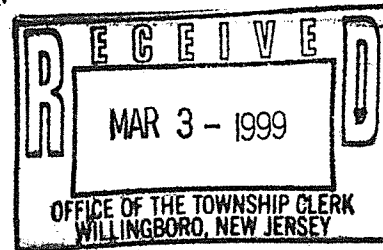
Very truly yours,



Craig H. Taylor

CC: Arnold Barnett, Lord Anderson Worrell & Barnett





March 1, 1999

Craig Taylor & Associates  
1702 Industrial Highway  
Cinnaminson, NJ 08077

Attention: Mr. Craig Taylor

RE: The Estates at High Point (Deer Park)  
Bond Reduction Request  
LAWB File No. 92-39-90

Dear Mr. Taylor:

I have reviewed the files on this project and held discussions with the Project Engineer and the Chief Inspector regarding your request for bond reduction. A bond reduction was found to be in order. I have requested that the bond be reduced in the amount of \$185,858.40.

In lieu of discussions concerning the remaining trees which are to be located on residential properties, you must present residential owner certification (from the owner to you) that the tree(s) are not desired on their property. When I receive these certifications, I will advise Council as to appropriate alternatives.

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

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

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

Carl A. Turner, P.E.  
Township Engineer

CT: dac

cc: Norton N. Bonaparte, Jr., Township Manager  
Rhoda Lichtenstadter, Township Clerk

92-39-90\LETTERS\CAT\DEERPARK.M1.DOC (99)

March 23, 1999

Taylor Construction Company  
Cinnaminson Industrial Commons  
1702 Industrial Highway Suite 7  
Cinnaminson, New Jersey 08077

Dear Mr. Taylor

Enclosed please find a copy of Resolution No. 1999 – 49 adopted by Willingboro Township Council at their meeting of March 16, 1999 reducing your bond in accordance with the engineer's calculations.

In accordance with the calculations, the amount of the bond for Sec. III is \$8,544.00 and the amount for Sec. IV is 2,848.00.

As soon as you post the new bonds with this office, the old bonds will be returned to you. If you have any questions, please do not hesitate to call me.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
rl  
enc.

RESOLUTION NO. 199 - 50

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

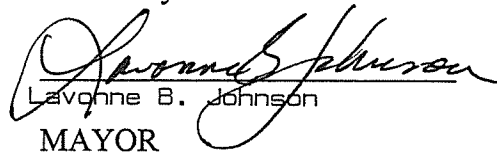
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

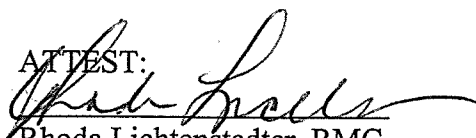
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 March 16, 1999, that an Executive Session closed to the public shall be held on March 16, 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.

  
Lavonne B. Johnson  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 - 51

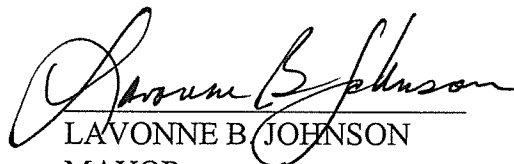
A RESOLUTION AUTHORIZING AN AGREEMENT  
FOR COMMERCIAL DRIVER'S LICENSE TESTING  
PROGRAM.

WHEREAS, the need exists for a Commercial Driver's License Testing Program;  
and

WHEREAS, employees holding CDL'S must be tested annually and a resolution  
authorizing an agreement with Reinhardt and Associates is required.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 16h day of March, 1999, that

1. The Mayor and Clerk are hereby authorized and directed to  
execute the attached agreement with Reinhardt and Assoc. in an  
amount not to exceed \$1,334.00
2. This contract is awarded without competitive bidding as a  
professional service in accordance with N.J.S.A. 40:11-5 (1)(a) of  
the Local Public Contracts Law because the services are to be  
performed by a person authorized by law to practice a recognized  
profession.
3. A notice of this action shall be published once in the Burlington  
County Times.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

# Township of Willingboro

## *Memorandum*

To: Norton N. Bonaparte, Jr., Township Manager  
From: Denise M. Rose, Deputy Township Manager  
Date: March 12, 1999  
Re: 1999 Commercial Driver's License Testing Program

The Federal Department of Transportation mandates that employers must implement and maintain a Random Drug and Alcohol Testing program for employees who are required to have a commercial driver's license (CDL).

The Township has utilized the services of Reinhardt and Associates through the Joint Insurance Fund to operate this program for the past three years. Random Testing is performed on a quarterly basis at the Public Works Garage. The regulations require that employees holding CDL's must be tested annually, 50 percent are tested for drug use and 25 percent are tested for alcohol use. Employees are notified that they will be tested on the morning of the test. The Program provided by Reinhardt also includes mandatory training for supervisors and employees. The program cost \$58 per employee. This year there are 23 full-time employees who must be tested. The total annual cost is \$1,334. This amount is included in the Public Works Streets and Roads 1999 budget.

The Program also provides testing for employees under the following conditions:

1. reasonable suspicion of being under the influence of drugs or alcohol while on the job;
2. post-accident testing, and
3. return-to-work.

Reinhardt and Associates uses the services of several local firms that specialize in Drug and Alcohol Testing Programs including Cooper Healthcare Associates, Prism Occupation Health, Pogue Safety And Health and Zurburgg Occupation Health. Each of these sub-contractors charges the municipality the same amount of money. Pogue has provided on-site services to the Township for the past two years and would continue to provide services.

I have attached a copy of the agreement between the Township and Reinhardt for the CDL Testing Program for Township Council's review and approval. The terms and conditions (except for agreement dates) remain unchanged from last year.

**TOWNSHIP OF WILLINGBORO**  
One Salem Road  
Willingboro, NJ 08046

**CONTRACT FOR PROFESSIONAL SERVICES**

RE: REINHART & ASSOCIATES TO COORDINATE ALCOHOL AND DRUG TESTING  
SERVICES; RESOLUTION \_\_\_\_ - \_\_\_\_

**THIS AGREEMENT** made this 15<sup>th</sup> day of January 1999, by and between TOWNSHIP OF WILLINGBORO, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "TOWNSHIP"

And

REINHART & ASSOCIATES, of 800 North Kings Highway, Suite 506, Cherry Hill, New Jersey 08034, hereinafter referred to as "CONTRACTOR"

**WITNESSETH:**

**WHEREAS**, TOWNSHIP Council has authorized the execution of a Professional Services Contract with Reinhart & Associates., 800 North Kings Highway, Suite 506, Cherry Hill, New Jersey 08034, pursuant to Resolution No. \_\_\_\_ - \_\_\_\_, duly adopted by the Governing Body on \_\_\_\_\_, 19\_\_\_\_; and

**WHEREAS**, the "CONTRACTOR" is experienced in and capable of providing such services; and

**WHEREAS**, the Municipal Treasurer has certified the availability of funds for the within Contract; and

**WHEREAS**, the TOWNSHIP Solicitor of the TOWNSHIP OF WILLINGBORO has determined that the within Contract is a valid Contract for Professional Services which may be awarded without competitive bidding, in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey; and

**NOW, THEREFORE**, in consideration of the mutual covenants and premises set forth herein, it is agreed as follows:

1. **SCOPE OF SERVICES:** "TOWNSHIP" hereby employs and retains the services of "CONTRACTOR", for the term hereinafter specified, to provide such services to "TOWNSHIP" as specially set forth in certain specifications from "CONTRACTOR", which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.
2. **TERM:** This Contract shall be for specific services set forth in Exhibit "A" which shall be performed from January 1, 1999 to December 31, 1999. Time shall be strictly of the essence.



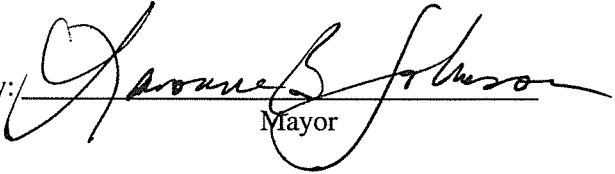
3. **COMPENSATION:** In consideration of performing those services provided in Exhibit "A" attached, "TOWNSHIP" agrees to pay "CONTRACTOR" the following sums payable in the following manner: See Exhibit "B" attached hereto and made a part thereof.
4. **INDEPENDENT CONTRACTOR STATUS; CONTRACTOR TO PROVIDE INSURANCE:** The services to be provided by "CONTRACTOR" shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that "CONTRACTOR" is not an employee of "TOWNSHIP" and shall not be considered as such for any purpose. All payments made by "TOWNSHIP" to "CONTRACTOR" pursuant to this contract shall be gross payments. No deductions shall be made therefrom for taxes for payroll deductions. "CONTRACTOR" represents and warrants that it will maintain in full force and effect workers' compensation coverage and disability coverage for all of "CONTRACTOR'S" employees.
5. **TERMINATION:** "TOWNSHIP" may terminate this contract for cause at any time, in which event, "CONTRACTOR" shall be entitled to be compensated for all services performed up to the date of termination.
6. **AFFIRMATIVE ACTION REQUIREMENTS:** "CONTRACTOR" acknowledged that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, "CONTRACTOR" agrees as follows: See Exhibit "C".
7. **AMENDMENTS:** Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect.
8. **MISCELLANEOUS:**
  - (A) This Contract shall be construed in accordance with the laws of the State of New Jersey.
  - (B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.
  - (C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provision of the paragraph.
  - (D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year below.

Attest:

TOWNSHIP OF WILLINGBORO


\_\_\_\_\_  
TOWNSHIP Clerk

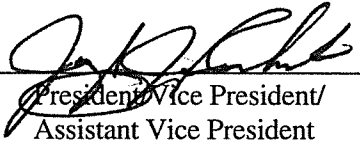
By:   
\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

REINHART & ASSOCIATES

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
President/Vice President/  
Assistant Vice President

Date: 1/28/99

EXHIBIT "A"

**I. SCOPE OF SERVICES**

**CONTRACTOR shall provide:**

- (a) An alcohol and controlled substances program for CDL drivers and other participants in compliance with 49 CFR 382 and 49 CFR 40.
- (b) Policy revision and updating as needed with new regulations or adoption to circumstances and a generic policy if TOWNSHIP does not already have one.
- (c) Program coordination with supervisor, designated employer representative and custodian of records.
- (d) Conduct refresher training and updating on regulatory changes as requested by TOWNSHIP or as needed.
- (e) Education, training and orientation for new or not previously trained CDL holders.
- (f) Supervisor training for new or not previously trained supervisors.
- (g) Computerized random alcohol and controlled substance testing of CDL holders and other participants with employer notification.
- (h) On-site collection of HHS-5 Controlled substances Testing by DHHS Certified laboratory including certified Medical Review Officer (MRO) for the following tests:
  - 1. Post-accident
  - 2. Return to duty
  - 3. Random testing
  - 4. Reasonable suspicion
- (i) On-site breath alcohol testing with approved Evidential Breath Tester (operated by Certified Breath Alcohol Technicians) for the following tests:
  - 1. Post-accident
  - 2. Return to duty
  - 3. Random testing
  - 4. Reasonable suspicion
- (j) Random testing spread reasonably throughout the calendar year starting January 1, 1999 at a 25% annual rate for alcohol and a 50% annual rate for controlled substance of the CDL holders and other participants.
- (k) Quarterly and annual alcohol and controlled substance report.

- (l) Quality assurance reporting to the employer (assuring that facilities and certified personnel are adequate for the performance of testing services to be provided).
- (m) Assurance that blind specimen testing for quality assurance purposes is complete.
- (n) Verification that a secure location with controlled access is maintained for all records, information and notification, pursuant to 49 CFR 382.401.
- (o) Preparation and maintenance of controlled substances report program records in compliance with DOT laws.
- (p) A quarterly status report listing a breakdown of the number of employees tested for controlled substances and alcohol.
- (q) Maintenance of the list of TOWNSHIP participants in the CDL program as provided by the TOWNSHIP.
- (r) Invoicing to the TOWNSHIP based on the list of participants provided by the TOWNSHIP.

CONTRACTOR will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit CONTRACTOR from releasing to TOWNSHIP, its agents or to the officials of the DOT operating agency or any state or local officials with regulatory authority over the testing program, individual test results or from releasing individual subpoenas or court orders resulting from legal proceedings including, but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

## **II. TOWNSHIP RESPONSIBILITIES.**

- (a) TOWNSHIP shall maintain a written policy for alcohol and controlled substances testing for CDL holders and/or other municipal employees and require alcohol and drug testing services as required by 49 CFR 832.401.
- (b) TOWNSHIP shall designate a representative and an alternate to whom CONTRACTOR will report test results and discuss or report other information.
- (c) TOWNSHIP acknowledges that necessary certification procedures may be dependent upon cooperation by TOWNSHIP representatives, tested individuals and/or personal physicians and/or health care providers that may process vital medical history information.
- (d) TOWNSHIP acknowledges that a positive confirmatory alcohol test result equal to or greater than 0.04 does not necessarily indicate that a tested individual is an alcoholic. TOWNSHIP acknowledges that a confirmed and medically reviewed positive controlled substances test result does not necessarily indicate that a tested individual is an addict.
- (e) TOWNSHIP must notify CONTRACTOR of any additions and/or deletions of municipal random selection pool(s) and/or other municipal employees as required for the CDL Pool within ten (10) working days.

## EXHIBIT "B"

TOWNSHIP agrees to pay CONTRACTOR the sum of \$58.00 per CDL holder or other participants.

Sum due to "CONTRACTOR" during the term of this Contract shall be paid upon the "TOWNSHIP" submitting vouchers to the "CONTRACTOR" and the "CONTRACTOR" returning properly executed vouchers and upon the approval of such by the Governing Body thereof. Such vouchers will, under normal circumstances, be processed and paid by "TOWNSHIP" within forty five (45) days of receipt. Any provision in "CONTRACTOR'S" proposal to the contrary is herewith deemed superseded.

TOWNSHIP may authorize CONTRACTOR to request specific information and to order additional tests as necessary or appropriate related to drug and alcohol tests performed on TOWNSHIP CDL holders and agrees to pay additional costs and/or charges related to such information, request(s) and/or additional tests performed.

Reporting of results to TOWNSHIP by CONTRACTOR, if applicable, will be by facsimile transmission, electronic transmission or first class US mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

### SIGNIFICANT CHANGE IN SERVICES PROVIDED

If during the term of this Contract there are significant changes mandated by federal or state law, both parties agree to renegotiate the services and fees thereby affected by said change(s).

EXHIBIT "C":  
P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes


and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

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

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

Submitted by

Name of Firm: Reinhart & Associates

By: 

Title: President/Vice President/  
Assistant Vice President

Date: 1/28/99

RESOLUTION NO. 1999 – 52

A RESOLUTION SUPPORTING THE ENACTMENT OF  
S-1421 AND A-2511 PROVIDING GOVERNMENTAL  
IMMUNITY FOR Y2K PROBLEMS.

WHEREAS, the Township Council of the Township of Willingboro is aware of the approach of the year 2000 and the potential problems which may arise as the result of the inability of computer chips and software to function properly because of an inability to properly identify and distinguish the year 2000; and

WHEREAS, the Township of Willingboro has established a committee to address potential Year 2000 problems, along with and in cooperation with other levels of government, and is making an effort to identify and correct potential operational problems which may arise from what is commonly referred to as the Y2K bug; and

WHEREAS, the Township of Willingboro recognizes that the full extent and impact of the problem cannot be fully identified and that there may be potential operational problems which have not been corrected or anticipated; and

WHEREAS, there is a serious potential that all levels of government may be the subject of tort claims and litigation arising out of the potential impact of the Year 2000 problem on computer systems, computer chips, computer software, etc. which may result in failure or malfunctioning of the systems and/or programs; and

WHEREAS, the Year 2000 problem was not created by government and governments at all levels are equally victimized by the computer systems and software on which both the public sector and the private sector rely in order to efficiently provide services; and

WHEREAS, the limited financial resources of the Township and other levels of government should be diverted to the defense of litigation and claims arising out of the Year 2000 problem or the Y2K bug; and

WHEREAS, the New Jersey legislature is considering S-1421m sponsored by Senators Connors and Matheussen, and A-2511, sponsored by Assemblymen Arnone and Garcia, to address the potential Year 2000 problem by providing a reasonable level of immunity from claims in any civil action for damages to property or personal injury resulting from or caused directly or indirectly by the failure of computer hardware or software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times,

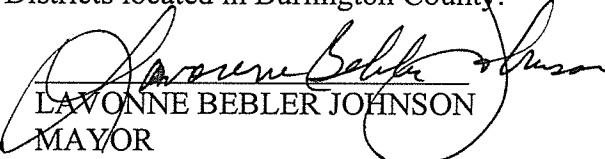


Page 2

Res. No. 1999 – 52 cont'd.

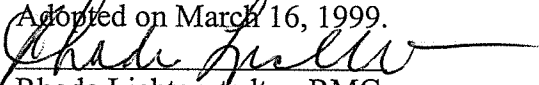
Township Council hereby endorses Senate Bill 1421 and Assembly Bill 2511 and urges the members of the Senate and the General Assembly, and in particular Senator Diane Allen and Assemblymen Herbert Conaway and Jack Connors, who represent the 7<sup>th</sup> Legislative District, to support this legislation; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be forwarded to Governor Christine Todd Whitman, Senate President Donald DiFrancesco, Assembly Speaker Jack Collins, Senator Diane Allen and Assemblymen Herbert Conaway and Jack Connors and Mathussen, Assemblymen Arnone and Garcia, the New Jersey State League of Municipalities, the board of Chosen Freeholders of Burlington County, and all municipalities and School Districts located in Burlington County.

  
LAVONNE BEBLER JOHNSON  
MAYOR

Certified to be a true copy of the original Resolution

Adopted on March 16, 1999.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 – 53

A RESOLUTION AUTHORIZING A THIRD PARTY  
CONTRACT PERTAINING TO WILLINGBORO SENIOR  
HOUSING.

WHEREAS, the Municipality has applied to and received a grant  
For \$2,272,800 from the New Jersey Department of Community Affairs for  
Neighborhood Preservation Balanced Housing Program; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council  
of the Township of Willingboro, assembled in public session this 16<sup>th</sup> day of March,  
1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed to  
execute the attached agreements, between the Township of Willingboro  
and WILLINGBORO SENIOR URBAN RENEWAL PARTNERS,  
L.P. and between the State of New Jersey, Department of Community  
Affairs.
2. This contract is awarded without competitive bidding as a  
professional service in accordance with N.J.S.A. 40:11-5(1)(a) of  
the Local Public Contracts Law because the services are to be  
performed by a person authorized by law to practice a recognized  
profession.
3. A notice of this action shall be published once in the Burlington County  
Times.

  
LAYONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

**THIRD PARTY CONTRACT  
BY AND BETWEEN  
THE TOWNSHIP OF WILLINGBORO  
AND  
WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.**

**THIS AGREEMENT** (the "Agreement"), made on the 5<sup>th</sup> day of April, 1999, by and between the Township of Willingboro a municipal corporation located at One Salem Road; Willingboro, New Jersey 08046 (hereinafter the "Municipality"), and Willingboro Senior Urban Renewal Partners, L.P., a New Jersey Limited Partnership having it's offices located at c/o AAH Investment Company, Inc.; 1202 Laurel Oak Road, Suite 105B; Voorhees, New Jersey 08053 (hereinafter the "Developer").

**WITNESSETH:**

**WHEREAS**, the Municipality has applied to and received a grant for \$2,272,800 from the New Jersey Department of Community Affairs (hereinafter the "Department"), Neighborhood Preservation Balanced Housing Program (hereinafter "Balanced Housing"); and

**WHEREAS**, the purpose of the Balanced Housing grant is to assist in the funding of the Willingboro Senior Housing Project (the "Project"), an affordable housing project to be located at Sidney Lane and Sunset Road in the Township of Willingboro and to be developed by the Developer; and

**WHEREAS**, the Municipality and the Department have executed Grant Agreement number 99-2478-00 (hereinafter the "Grant Agreement") which describes the terms and conditions of the Balanced Housing Grant; and

**WHEREAS** Item 2 of Section C of said Grant Agreement requires that the Municipality enter into a Third Party Contract with the Developer for the transfer of up to \$2,272,800 in Balanced Housing Funds for the Project; and

**WHEREAS**, Item 2 of Section C of the Grant Agreement specifies the minimum terms and conditions of said contract between the Municipality and the Developer.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained and the conditions set forth in the Grant Agreement the parties do hereby covenant and agree each with the other as follows:

1) This agreement shall be governed by the Fair Housing Act of 1985, the Neighborhood Preservation Balanced Housing Rules (N.J.A.C. 5:43-1 and FF) and the Grant Agreement.

2) Should any of the terms and conditions of this Contract conflict with those of the Grant Agreement, including any modifications and amendments thereto, the provisions of the Grant Agreement shall prevail.

3) In accordance with paragraph 2 of Item 2 in Section C of the Grant Agreement, the parties acknowledge that this contract is subject to the review and approval of the New Jersey Division of Housing and Community Resources (the "Division") and agree to make no changes, amendments and/or to seek suspension or termination of this contract without the prior written approval of the Division.

4) Balanced Housing Funds shall be paid to the Developer or to PNC Bank, N.A. (the "Construction Lender") at such times as such funds are advanced by the Department in accordance with the Drawdown Schedule, attached to and included herein by reference, and in accordance with the normal payment procedures of the Construction Lender. The Municipality shall not be obligated to advance funds until and unless such funding is received from the Department. The parties to this Agreement acknowledge that the Municipality intends to advance the funds it receives from the Department to the Construction Lender for disbursement by the Construction Lender in accordance with this Agreement and any escrow agreement between the Municipality and the Construction Lender.

5) The Developer agrees to comply with the following:

A. The FAIR HOUSING ACT / NEIGHBORHOOD PRESERVATION BALANCED HOUSING RULES. In addition to any other laws, rules, and regulations which may be applicable to the performance of this Agreement, the Grantee shall be governed by the provisions of the Fair Housing Act of 1985 (NJSA 52:27D 301 et seq.) and the Neighborhood Preservation Balanced Housing Program Rules (NJAC 5:43).

B. The **Rental** units under this Agreement shall be subject to affordability controls as specified in NJAC 5:43 Chapter 4. The Developer shall execute the Affordable Housing Agreement, Rental Properties, a mortgage and a mortgage note in the amount of \$2,272,800 in favor of the Department. The amount of the note shall include the funds required to be transferred to the Affordable Housing Management Service as referenced in paragraph 8 of this Agreement. The terms and conditions of the note and mortgage shall be subject to the review and approval of the Division.

C. The Department's Affordable Housing Management Service ("AHMS") will monitor affordability controls. The Developer shall execute the Affordable Housing Management Service Agreement, which shall be appended by reference to this Agreement. The Developer will certify eligible households and will administer affordability controls according to NJAC 5:43 Chapter 4 for the entire length of affordability controls as required by the Balanced Housing Program.

D. The Developer agrees to comply with the terms and conditions set forth in the Grant Agreement. Any changes in the Project scope made after the submission of the initial application for funding must be put into writing and approved by the Division.

E. The Developer shall use funds advanced only for the uses and purposes described herein and in accordance with the Project Budget, section B of the Grant Agreement. Any changes will be reflected in the final audited cost certification for the Project prepared by an independent Certified Public Accountant.

F. The current estimated sources of funding for this Project are:

Permanent Loan	\$1,800,000
Balanced Housing Loan	\$2,272,800
Limited Partner Capital Contribution	\$5,015,709
Total Sources of Funding	\$9,088,509

G. The Developer will provide or cause outside social service agencies with whom it has contractual arrangements to provide the following services and/or amenities to the Project:

Community Room;  
Rooms for delivery of social services;  
Senior day care;  
Transportation services;  
Health screenings;  
Medication monitoring; and  
Educational support

H. The Developer shall require competent and adequate supervision at the construction site. The Developer shall provide the Division with reasonable access to the Project site including, but not limited to, any regularly scheduled construction meetings with the construction contractor.

I. The Developer agrees to cause the buildings, fixtures, articles of personal property and any improvements thereto funded in whole or in part by any of the grant proceeds to be insured against loss by fire and such other hazards ( including flood insurance if applicable) as may be required by the Division. All insurance policies required by the Construction Lender shall name the Department as loss payee.

J. Progress reports: The Developer agrees to provide the Department and the Municipality with the following reports:

1.) Predevelopment: Commencing 7 days after the execution of this Agreement and every 90 days thereafter until the start of construction, a report on the progress of pre-construction activities.

2.) Construction: (Check One)

Copies of the following documents submitted as soon as available: All construction meeting minutes; and copies of the contractor's application and certificate for payment (AIA form G702, if available); and copies of Construction Lender's inspection and drawdown reports.

Quarterly reports on construction activity signed by the architect or the Construction Lender's construction inspector commencing 90 days after the construction start.

3.) Marketing: Notification when marketing has started and a monthly report thereafter on the status of marketing and occupancy.

4.) Financial: Source and application of funds statement at each request for payment or quarterly, whichever is more frequent.

5.) The Department reserves the right to request additional information from time to time if necessary to assess Project progress.

K. FINAL REPORT: Prior to the release of any final payment authorized in the Drawdown Schedule, the Developer shall deliver to the Municipality and the Department a Final Report consisting of the following:

1.) An audited owner's cost certification prepared by an independent Certified Public Accountant using the accrual method of accounting. The cost certification shall provide a comparison of project costs per Section B of the Grant Agreement and actual costs. If total development costs are less than budgeted amounts, the Department at its sole discretion may either recapture a portion of the Grant Agreement amount or reallocate funds to other cost categories.

2.) To the extent required by AHMS, evidence that the necessary affordability control documents have been executed and recorded and that AHMS has received all documents necessary to administer affordability controls.

3.) Copies of the final Certificate of Occupancy for each Project unit.

4.) A statement of the interest earned on Balanced Housing funds placed into the Project escrow account with the Construction Lender.

5.) A narrative description of the project and its effect on the neighborhood, with before and after photographs of the Project.

6.) Original Mortgage Note and recorded Mortgage securing the Balanced Housing funds (if not previously delivered).

L. Reports shall be addressed to the Department in care of:

Richard Montemore  
Program Manager  
New Jersey Department of Community Affairs  
Balanced Housing Program  
P.O. Box 806, Fifth Floor  
101 South Broad Street  
Trenton, N.J. 08625 - 0806

M. Failure of the Developer to deliver reports in a timely manner is a condition which may lead to suspension or termination of the Grant Agreement. (See Section XXVI of the General Terms and Conditions for Administering a Grant / Loan, issued February, 1998 by the New Jersey Department of Community Affairs.)

N. The timetable for this project is as follows:

Financing closing dates: April 21, 1999

Construction start date: March 31, 1999

Marketing of units begins: January 3, 2000

Construction completion: September 1, 2000

Delay of any of these events beyond 90 days without the written approval of the Division is a condition which may lead to suspension or termination of the Grant Agreement. (See Section XXVI of the General terms and Conditions for Administering a Grant/ Loan, issued February, 1998 by the New Jersey Department of Community Affairs.)

O. The Developer shall notify the Department and the Municipality in writing within one week of any significant event affecting the Project completion, the Project timetable (Paragraph N of this Section) and/or the Project financing.

P. Should the Department wish to issue a report concerning the Project results, the techniques involved, and the conclusions reached, the Developer shall cooperate fully by making available to the Department for publication or other use such information as the Department may reasonably request.



Q. TERMINATION: In the event of termination of the Grant Agreement, the Department, may reasonably require part of all of the Balanced Housing funds advanced to be returned to the Department within 90 days of termination and written notice from the Department that the funds are to be returned.

6). The Municipality shall be responsible for the administration of the Grant Agreement and for monitoring this Agreement.

7). USE OF FUNDS AND METHOD OF PAYMENT: Funds provided for under this Agreement will be used only for the purposes described in this Section.

Payment will be drawn by the Grantee to:

- be disbursed to the Sponsor / Developer.
- be disbursed to the Construction Lender to place in escrow on behalf of the Developer.
- reimburse to the grantee for funds advanced.
- Other: \_\_\_\_\_

Payments will be released in accordance with the Drawdown Schedule prepared for this Project and separately executed. No payments will be authorized until the Drawdown schedule is fully executed by all appropriate parties.

8). The Municipality agrees that the Department will transfer \$51,500 from the Balanced Housing total of \$2,272,800 directly to the Affordable Housing Management Service.

9). At project close-out the Municipality shall provide to the Department a statement regarding any interest that has been earned on funds advanced by the Department and held by the Municipality prior to the release to the Developer or held by the Construction Lender in a Project escrow account.

10). The Municipality shall establish safeguards to prohibit local officials and employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Any such occurrences must be disclosed to the Department in writing for remedial action.

11). The Municipality shall:

A) provide transportation services for the tenants residing in the Project to the Willingboro Senior Center and to other recreation activities;

B) Pursuant to Resolution No. 1998-47B, waive the local portion of the permit fees required for the construction of the Project; and

C) Pursuant to Resolution No. 1998-153 and the Financial Agreement dated October 27, 1998, provide that the project shall annually pay the greater of 4.36% of gross shelter rent (as defined in paragraph 7 of the Financial Agreement) or \$22,000 to the Municipality in lieu of paying real estate taxes for the Project.

12). Failure by the Developer to comply with stipulations, standards, or conditions contained in the Grant Agreement or this Agreement may give the Municipality cause to suspend this Agreement and withhold further payments, prohibit additional obligations of Project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this Agreement or take other remedies that may be legally available.

Termination or cancellation of Project funding, in whole or in part, shall occur when it is mutually agreed that continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. New obligations for the terminated portion shall not be incurred after the effective termination date, and as many obligations as possible shall thereafter be cancelled.

Termination of the Grant Agreement shall be cause for termination of this Agreement.

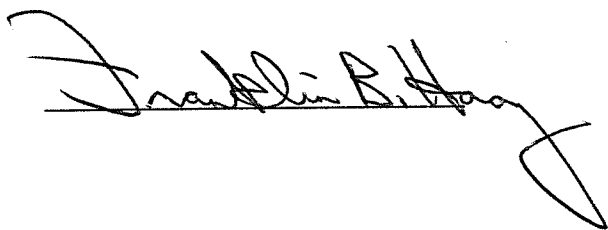
13) The Municipality and the Developer agree that the Developer shall pay for the first \$1,400,000 of Project costs from capital contributions received from its partners and/or from bridge loans it secures. The next \$1,994,019 of Project costs shall be funded from the grant funds provided by the Department to the Municipality in three equal draws of \$664,673 each, in the manner provided in the Drawdown Schedule between the Municipality and the Developer. Thereafter all Project costs shall be funded from capital contributions received from the Developer's partners, from the permanent loan proceeds, from bridge loans secured by the Developer and/or from the release by the Department of its retainage equal to 10% of the grant funds.

14) The Developer agrees to reimburse the Municipality for its cost, if any, of any audit conducted by the Department pursuant to Section A, paragraph 6, page 6 of the Grant Agreement. If the Municipality's cost for such an audit is estimated by the Municipality to exceed \$2,500, the Municipality shall A) provide written notice to the Developer prior to commencing such audit; and B) select any outside accountant whose services are necessary to conduct the audit by competitive bid process in accordance with the Municipality's normal bidding procedures.

15). This contract shall be considered closed upon the satisfaction of all conditions and covenants contained herein and upon closeout of the Grant Agreement by the Division of Housing and Community Resources.

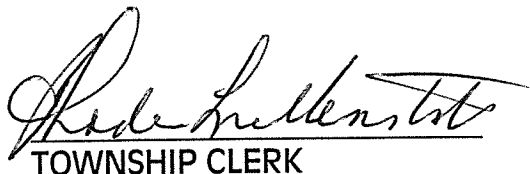
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Willingboro Senior Urban Renewal Partners, L.P.  
By: Community Care and Development Corporation- Willingboro, Inc., its General Partner



By: Daniel Veloric  
Name: DANIEL VELORIC  
Title: Chairman  
Date: 4/9/99

Township of Willingboro



TOWNSHIP CLERK

By: Lavonne Bebler Johnson  
Name: Lavonne Bebler Johnson  
Title: Mayor  
Date: April 5, 1999

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
NEIGHBORHOOD PRESERVATION BALANCED HOUSING PROGRAM  
DRAWDOWN SCHEDULE**

**MUNICIPALITY:** Township of Willingboro  
**PROJECT NAME:** Willingboro Seniors  
**SPONSOR/DEVELOPER:** Willingboro Community Senior Partners Limited Partners

**GRANT AGREEMENT NO.:** 99-2477-00

**GRANT AGREEMENT AMOUNT:** \$2,272,800

**DRAWDOWN AMOUNTS:** AHMS  
FIRST DRAW \$ 51,500  
SECOND DRAW \$664,673  
THIRD DRAW \$664,673  
FINAL DRAW \$227,281

1. The Department's Balanced Housing funds for the project ("BH funds") will be used for the following project costs:
  - Acquisition, \$000,000
  - Construction, in proportion to the funding amounts available from other funding sources, as follows:
    - BH funds \$ 1,921,300 (30%)
    - Other funds \$ 4,441,675 (70%)
    - TOTAL \$ 6,437,975
  - Professional fees: \$000,000
  - Financing and related charges: \$000,000
  - Affordable Housing Management Service (AHMS): \$51,500
  - Contingency: \$225,000
  - Other (specify): \$000,000
2. The **AHMS** fee, **\$51,500**, will be paid through an internal process in the Department. Neither the Municipality nor the Sponsor/Developer will be invoiced for this fee.
3. **ALL** draws shall require the following documents:
  - a) New Jersey Payment Voucher executed by municipal Chief Financial Officer.
  - b) Completed Drawdown Request form executed by the Municipality and the Sponsor/Developer.
4. **DRAW #1** will be in the amount of **\$664,673**

The Municipality will draw this amount from the Department and convey it to [name of bank], the lead lender for the Project, which will establish a dedicated project escrow account ("DCA Escrow Account") for the funds.

The DCA Escrow Account must be interest-bearing. All interest which accrues on the deposited BH funds in the DCA Escrow Account must remain with the account and must be returned to the Department, as required by Part A, paragraph 4 of the Grant Agreement.

The following items must be submitted to the Department, along with 3.(a) and 3.(b) above, for this drawdown:

- a) Executed Third-Party Contract between the Municipality and the Sponsor/Developer.
- b) Original, executed Mortgage Note for the BH funds.
- c) Copy of the executed Mortgage for the BH funds, along with proof of recording from the county clerk's office.
- d) Executed Affordable Housing Management Service Agreement.
- e) Proof from the Sponsor/Developer of all required insurances as outlined in the Grant Agreement and the Mortgage and Note.

4. **DRAW #2** will be in the amount of \$664,673. Upon receipt, the Municipality will disburse the funds as outlined under Draw #1.
5. **DRAW #3** will be in the amount of \$664,673. Upon receipt, the Municipality will disburse the funds as outlined under Draw #1.
5. The **FINAL DRAW** in the amount of \$227,281 will only be released upon final closeout of the project as outlined in Section C of the Grant Agreement.

I have reviewed and agree to comply with the terms of this Drawdown schedule:

\_\_\_\_\_ DATE: \_\_\_\_\_  
for Township of Willingboro

\_\_\_\_\_ DATE: \_\_\_\_\_  
for Willingboro Community Senior Partners, L.P.

RESOLUTION NO. 1999- 54

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO PROVIDING FOR AN  
EMERGENCY TEMPORARY APPROPRIATIONS FOR 1999

WHEREAS, Willingboro Township Council, on the 2<sup>nd</sup> of January, 1999 did adopt an Emergency Temporary Resolution as provided by the revised Statute 40A:4-19; and

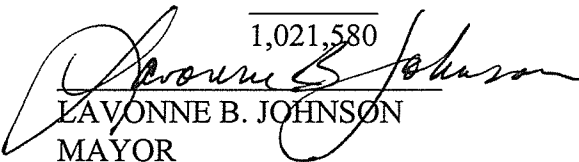
WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 2, 1999.

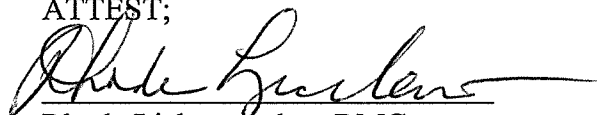
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16<sup>th</sup> day of March 1999, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

Finance	OE	\$15,000
Health Insurance	OE	75,000
Other Insurance	OE	351,080
Advisory Boards	OE	5,500
Police Pension	OE	575,000

1,021,580

  
LAVONNE B. JOHNSON  
MAYOR

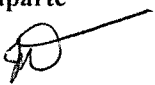
ATTEST;

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

*TO  
Council  
for  
Action*

**DATE:** March 15, 1999  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Emergency Budget Resolution

These fee items are running out of temporary funding. This resolution will keep us going until the end of April. If we don't have a budget by then, I will prepare another resolution for all of the line items.

The items needed are for the following purposes:

Finance	Auditor's Fee Due	15,000
Health Insurance	Monthly bills	75,000
Other Insurance	JIF/Mel payment	351,080
Advisory Boards	Newsletter	5,500
Pension	Police	<u>575,000</u>
TOTAL		\$ 1,021,580

If there are any question, please contact me.

C. Rhoda Lichtenstadter

RESOLUTION NO. 1999-55

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

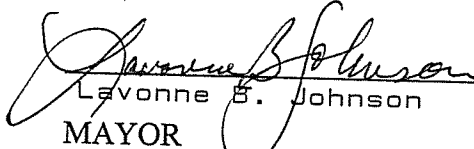
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 3-20, 1999, that an Executive Session closed to the public shall be held on 3-20, 1999, at 9:45 a.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:

  
DENISE M. ROSE  
DEPUTY MANAGER



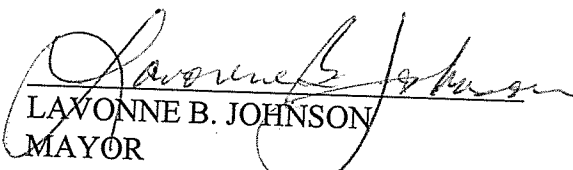
RESOLUTION NO. 1999-56  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and


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 6<sup>th</sup> day of April, 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

EDQUEINA L. THOMAS 16 ELRIDGE PLACE BLOCK 808 LOT 27 16 ELRIDGE PLACE OVERPAYMENT TAXES	\$815.90
EMMETT & MARIA KING 140 GLENVIEW LANE BLOCK 737 LOT 31 140 GLENVIEW LANE REFUND OF INTEREST DO TO ORDER OF BANKRUPTCY COURT	4824.11
FEDERATION TITLE AGENCY 1913 GREENTREE ROAD, SUITE D CHERRY HILL, N.J. 08003 BLOCK 517 LOT 48 9 MIDVALE LANE OVERPAYMENT TAXES	103.20
TRANSAMERICAN MUN. FIN. 3100 PRINCETON PIKE BUILDING 3, SUITE C LAWRENCEVILLE, N.J. 08648 BLOCK 1135 LOT 6 74 TRIANGLE LANE SUBSEQUENT TAXES	902.72
T.N. REDDING 82 HAMILTON LANE BLOCK 602 LOT 10 82 HAMILTON LANE 100% EXEMPT	2208.35

RESOLUTION NO. 1999-57

**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 6<sup>th</sup> day of April, 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**  
 \*\*\*\*\*

*To Council for Action*

MEMO TO: Norton N. Bonaparte, Township Manager  
 Rhoda Lichtenstadter  
 FROM: Leonard Mason  
 DATE: April 6, 1999  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$14,990.00 for the time period of January 1, 1999 thru April 6, 1999.

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

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
82 Gardenbrook	707-13	\$ 1395.00	Paint exter trim, gar drs & shutter; take down & trim trees; repl brok siding
82 Gardenbrook	707-13	\$ 4665.00	Reroof entire house
30 Sheffield	105-14	\$ 170.00	Sec prop; inst sec lock
110 Clubhouse	409-57	\$ 435.00	Sec prop w/plywood
93 Rittenhouse	902-178	\$ 195.00	Sec frt windows; rear patio dr & 2nd flr windows
8 Roberts	902-197	\$ 145.00	Sec frt windows; rear patio dr
49 Melville	529-15	\$ 1650.00	Emer furnace repl
37 Gardenbrook	713-20	\$ 1430.00	Emer furnace repl
25 Spindletop		\$ 55.00	Rem tr to landfill
93 Rittenhouse	902-18	\$ 75.00	Rem tr; clean yard
110 Somerset	125-2	\$ 45.00	Rem tr to landfill
8 Exton		\$ 50.00	Rem tr to landfill
86 Middlebury	523-36	\$ 930.00	Inst new gar dr & frt alum strm dr; rem & 2 pc of glass; cut & rem brush on rt side
12 Nottingham	1002-6	\$ 100.00	Board side gar dr & paint
25 Palfrey	329-33	\$ 3190.00	Emer boiler, hw htr repl
1 Stonehaven	119-1	\$ 460.00	Rem of damaged pine tree
TOTAL		\$14990.00	

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

*Leonard Mason*  
 Leonard Mason  
 Director of Inspections

RESOLUTION NO. 199~~9~~ - 58

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

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

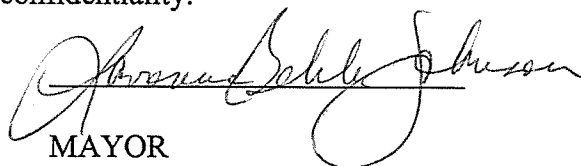
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

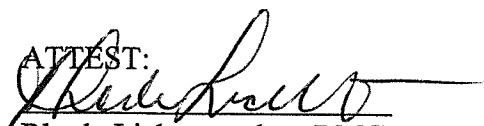
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4-5, 1999, that an Executive Session closed to the public shall be held on 4-6, 1999, at 8:05 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 59

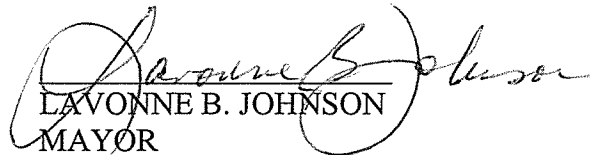
A RESOLUTION REQUESTING REDUCTION OF  
PERFORMANCE BOND FOR ALPHA BAPTIST  
CHURCH (funeral home, beauty shop)

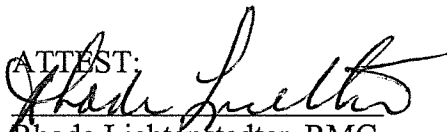
WHEREAS, at the request of the applicant, and recommendation by the Engineer, by his letter dated March 11, 1999, that this project has met the requirements in the improvements; and

WHEREAS, the engineer has performed an inspection and the above referenced lots.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of April, 1999, that the bond be reduced by an additional \$15,212.10, leaving the amount bonded for both lots at \$11,371.20. Outstanding improvements in the amount of \$2,826.00 should remain for the beauty parlor and \$8,545.20 for the funeral parlor.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director and to the Auditor.

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

COUNCIL MEMBERS

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

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

April 7, 1999

Tri – State Design Construction Co., Inc.  
7401 Old York Road  
Elkins Park, Pa. 19027

RE: Lots 5.02 & 5.03, Block 8

Dear Mr. Davis:

In accordance with your request of January 6, 1999, enclosed please find  
A copy of Resolution No. 1999 – 59, along with a copy of the Township Engineer's  
recommendation, reducing the amount of the bond that we are holding on the above  
referenced property.

As soon as you provide us with the bonds in the amounts listed in the resolution,  
I will return the other bonds to you.

If you have any further questions, please let me know.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

Encs.



*To  
lower  
action*

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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

March 11, 1999

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

Re: Performance Guarantee Reduction Estimates  
Lots 5.02 & 5.03, Block 8  
Willingboro Township  
LAWB file no. 94-39-88

Dear Mr. Bonaparte:

We have performed an inspection of the improvements installed on the above referenced lots. As you know, a funeral home and associated improvements were built upon Block 8, Lot 5.02. A beauty parlor and associated improvements were built upon Block 8, Lot 5.03.

I hereby recommend that the bond be reduced by an additional \$15,212.10, leaving the amount bonded for both lots at \$11,371.20 in accordance with the attached spreadsheets.

Outstanding improvements in the amount of \$2,826.00 should remain bonded for the beauty parlor (Lot 5.03) and outstanding improvements amounting to \$8,545.20 should remain bonded for the funeral parlor (Lot 5.03).

Should have any questions please do not hesitate to call.

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

Enclosures  
CAT: CJB: cjb

Usr\carl\AlphaRedM04



**PERFORMANCE GUARANTEE REDUCTION ESTIMATE**  
**BLOCK 8, LOT 5.02**  
**WILLINGBORO TOWNSHIP**  
**ALPHA BAPTIST CHURCH**  
**PROPOSED FUNERAL HOME SITE**  
**LAWB FILE NO 94-39-88**

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	UNITS BUILT	VALUE OF WORK COMPLETED
1	15" R. C. P. , CLASS III	77	LF	\$22.00	\$1,694.00	77	\$1,694.00
2	TYPE "B" INLET, 0' - 6'	1	EA	\$1,100.00	\$1,100.00	1	\$1,100.00
3	6" X 8" X 18" CONCRETE CURB	1009	LF	\$13.00	\$13,117.00	1009	\$13,117.00
4	CONCRETE SIDEWALK, 4" THICK	221	SY	\$33.00	\$7,293.00	221	\$7,293.00
5	R. C. DRIVE APRON, 6" THICK	33	SY	\$42.00	\$1,386.00	33	\$1,386.00
6	TRAFFIC STRIPING	224	LF	\$0.50	\$112.00	0	\$0.00
7	CONCRETE PAD, 6" THICK	11	SY	\$35.00	\$385.00	0	\$0.00
8	3" THICK F. A. B. C.	1417	SY	\$6.50	\$9,210.50	1417	\$9,210.50
9	6" THICK TYPE 5 SUBBASE	236	CY	\$30.00	\$7,080.00	236	\$7,080.00
10	4" THICK TOPSOIL AND SEED	2312	SY	\$2.00	\$4,624.00	0	\$0.00
11	SHADE TREES	4	EA	\$100.00	\$400.00	0	\$0.00
12	SHRUBS	48	EA	\$25.00	\$1,200.00	0	\$0.00
13	EVERGREENS	8	EA	\$50.00	\$400.00	0	\$0.00
14	YARD LIGHTS W/POLES	4	EA	\$1,200.00	\$4,800.00	4	\$4,800.00
15	SILT FENCING	452	LF	\$3.00	\$1,356.00	452	\$1,356.00
16	INLET PROTECTION	1	EA	\$50.00	\$50.00	1	\$50.00
					\$54,207.50		\$47,086.50
120% of estimated cost					\$65,049.00		\$56,503.80

Original Bonded Value of Work	\$65,049.00
Bonded Value of Completed Work	\$56,503.80
Less Total of Previous Reductions	\$45,071.50
Amount Required to Finish Work	\$8,545.20
Amount of this Reduction	\$11,432.30

**PERFORMANCE GUARANTEE REDUCTION ESTIMATE**  
**BLOCK 8, LOT 5.03**  
**WILLINGBORO TOWNSHIP**  
**ALPHA BAPTIST CHURCH**  
**PROPOSED BEAUTY PARLOR**  
**LAWB FILE NO 94-39-88**

ITEM	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT	UNITS BUILT	VALUE OF WORK COMPLETED
1	6" X 8" X 18" CONCRETE CURB	LF	209	\$13.00	\$2,717.00	209	\$2,717.00
2	CONCRETE SIDEWALK, 4" THICK	SY	76	\$33.00	\$2,508.00	66	\$2,178.00
3	TRAFFIC STRIPING	LF	170	\$0.50	\$85.00	120	\$60.00
4	3" THICK F. A. B. C.	SY	245	\$6.50	\$1,592.50	245	\$1,592.50
5	6" THICK TYPE 5 SUBBASE	CY	41	\$30.00	\$1,230.00	41	\$1,230.00
6	4" THICK TOPSOIL AND SEED	SY	388	\$2.00	\$776.00	388	\$776.00
7	SHADE TREES	EA	2	\$100.00	\$200.00	0	\$0.00
8	SHRUBS	EA	26	\$25.00	\$650.00	0	\$0.00
9	EVERGREENS	EA	23	\$50.00	\$1,150.00	0	\$0.00
10	YARD LIGHTS W/POLES	EA	1	\$1,200.00	\$1,200.00	1	\$1,200.00
11	SILT FENCING	LF	121	\$3.00	\$363.00	121	\$363.00
					\$12,471.50		\$10,116.50
120% of estimated cost					\$14,965.80		\$12,139.80

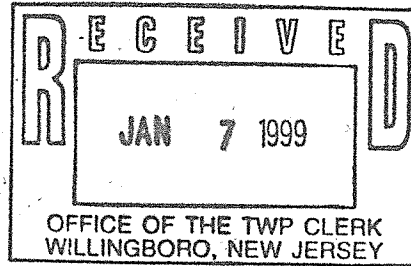
Original Bonded Value of Work	\$14,965.80
Bonded Value of Completed Work	\$12,139.80
Less Total of Previous Reductions	\$8,360.00
Amount Required to Finish Work	\$2,826.00
Amount of this Reduction	\$3,779.80

TRI-STATE DESIGN CONSTRUCTION COMPANY, INC.



January 6, 1999

Ms. Rhoda Lichenstadter, RMC  
Township Clerk  
Township Of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046



Dear Ms. Lichenstadter:

We are requesting a reduction of the bond for the funeral home property located on Pine Street in Willingboro. Construction on the building is complete. Please let me know what you need from us in order to facilitate this request. Thank you in advance for your prompt attention in resolving this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ronald U. Davis'.

Ronald U. Davis  
President

CC: Mr. Carl Turner

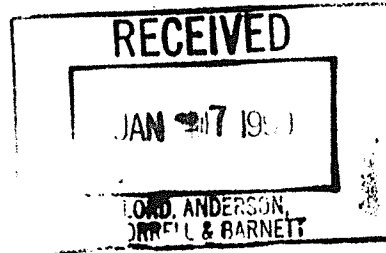
TRI-STATE DESIGN CONSTRUCTION COMPANY, INC.



January 6, 1999

100

Ms. Rhoda Lichenstadter, RMC  
Township Clerk  
Township Of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046



Dear Ms. Lichenstadter:

We are requesting a reduction of the bond for the funeral home property located on Pine Street in Willingboro. Construction on the building is complete. Please let me know what you need from us in order to facilitate this request. Thank you in advance for your prompt attention in resolving this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ronald U. Davis'.

Ronald U. Davis  
President

CC: Mr. Carl Turner

94-39-88

RESOLUTION NO. 1999 - 60

AWARD OF BID ROOF REPLACEMENT  
PROJECT EMERGENCY SERVICES BLDG.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a ROOF REPLACEMENT PROJECT; and

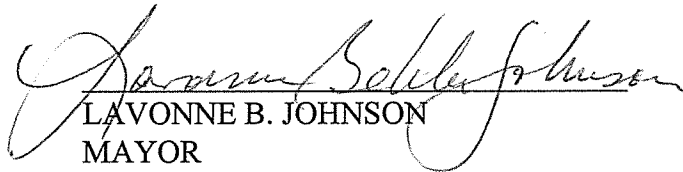
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of ALPER ENTERPRISES, INC. MOORESTOWN, NEW JERSEY; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of April, 1999, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST;

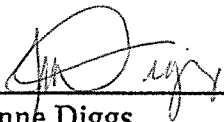
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

Alper Enterprises, Inc.  
Emergency Services Roof Replacement

The money necessary to fund said contract is in the amount of \$133,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number CAP-98 PW <sup>at 0598 B10</sup>. 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

April 6, 1999

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

**Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046**

**Re: Recommendation of Award  
EMS Building Roof Replacement  
Willingboro Township  
LAWB File No. 99-39-15-6**

**Dear Council Members:**

Submitted herewith is the justification package for contract approval covering the tasks listed above. A previous solicitation was advertised in December 1998 with only one bidder responding at a cost of \$162,750. This bid was recommended for award at that time. We recommended rejecting the bid and re-advertising the project. The bid was rejected by Council in February. This Award Recommendation had five (5) vendors submit bids out of the eight (8) vendors that purchased specifications. The low responsive bid was \$133,000 submitted by Alper Enterprises, Inc..

A full description of the work being provided is contained in the Contract documents titled EMS Building Roof Replacement Project. The tasks covered in the above referenced text have been authorized under 1998 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 \$133,000.00 is considered the most applicable contract type. This represents a savings of \$29,750 when compared to the sole bid submitted in December of 1998.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various items involved in the replacement/recovery of the roof at the Emergency Services Building, located at John F. Kennedy Way and Charleston Road in Willingboro Township. Contract documents were purchased directly from LAWB by eight (8) vendors.

A. Scope of Work:

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

- Roof Replacement
- Removal and Replacement of 2" x 4" Wolmanized Nailers
- Removal and Replacement of 2" x 6" Wolmanized Nailers
- Removal and Replacement of 2" x 8" Wolmanized Nailers
- Removal and Replacement of 2" x 10" Wolmanized Nailers
- Removal and Replacement of 1/2" Plywood Decking along gutters below mansard
- Removal and Replacement of 5/8" Plywood Decking along gutters below mansard
- Removal and Replacement of 3/4" Plywood Decking along gutters below mansard

B. Bid Solicitation:

A solicitation notice was placed in the BCT for the Emergency Services Building Roof Replacement in the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on March 18, 1999.

A Pre-Bid meeting was held at the site on March 25, 1999 at 10:00 AM and all Bidders were required to attend this meeting. Bids were due in the Township Clerk's Office no later than 10:00 AM on March 31, 1999. Five of the eight vendors submitted bids, however, only three of the five bids submitted were considered responsive. One Bidder failed to complete the disclosure statement and his bid was not read. Another lacked the ability to install the product specified in accordance with the manufacturers licensing requirements.

The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Alper Enterprises, Inc.
- Jackson Roofing Company, Inc.
- D A Nolt
- Patriot Roofing, Inc.
- D & S Improvements

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. Of the compliant bidders, only Alper Enterprises, Inc. submitted reference information. Patriot Roofing, Inc. submitted a bid under the "As - Equal" clause although they had been notified by fax and hard copy that after an evaluation of their product, installation experience, and licensing, they did not meet the requirements for the "As-Equal" criteria. Additionally, the alternate materials for which approval was requested have only been on the market for four months, making the experience criteria specified impossible to meet. Another vendor, D & S Improvements failed to complete and sign the Disclosure Statement included in the bid documents, and their bid was not publicly read.

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. D & S Improvements, Inc. submitted the low bid of \$114,615; however, after reviewing the bid forms for

compliance with the legal requirements it was found that the Shareholder Disclosure was not completed and signed. After a telephone discussion with the office of the Solicitor, the bid was determined to be non-responsive and therefor not publicly read. A summary of the eight bids received is as follows:

D & S Improvements, Inc.	\$114,615.00
Alper Enterprises, Inc.	\$133,000.00
Jackson Roofing, Inc.	\$162,750.00
D. A. Nolt	\$183,750.00
Patriot Roofing, Inc.	\$186,000.00

A budget estimate of \$175,000 was used to compare bids. Three of the five bids submitted were lower than the budget estimate, the highest within 7%. The two higher bids were within 1% of each other and within 6% of the budget estimate.

D. Responsibility

A reference inquiry of Alper Enterprises, Inc. was made by LAWB after checking and tabulating the bids. References consisted of four public schools for which work was completed, the City of Philadelphia and Rowan University.

The inquiry was limited to the five references provided by Alper Enterprises, Inc.

We were able to contact the following reference:

- Thomas A. Stokes, Rowan University Facilities Management
- Joseph Palentino, City of Philadelphia
- Ronald Angelo, Ron Angelo, AIA

Several of the references we attempted to contact were unavailable due to the school systems being closed for Spring Break, however, the two references noted above indicated good work by Alper Enterprises, completed on time and in accordance with the contract specifications.

E. Recommendation:

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

Based on the Fact that D & S Improvements did not submit a responsive bid, LAWB recommends that the contract be awarded to the second lowest bidder, Alper Enterprises, Inc., who is experienced in roofing replacement and recovery and who has successfully completed this very type of work for other public agencies recently. We would recommend the award of a fixed price

a construction type contract with Not – to – Exceed dollar obligation of \$133,000.00 to Alper Enterprises, Inc., for the scope of work mentioned herein. Alper Enterprises, Inc, although submitting the second lowest price has submitted the lowest qualified bid price, has demonstrated

knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT:CJB:cjb

cc: Norton N. Bonaparte, Jr., Township Manager  
99-39-15-6Letters\CATRoofAwardA02.DOC(99)

Alper Enterprises, Inc. 530 Kings Highway Moorestown, NJ 866-5646		Jackson Roofing Co., Inc. 110 Paris Street Newark, NJ 07105 (973) 344-5444		
UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
	\$133,000.00	\$133,000.00	\$162,750.00	\$162,750.00
		\$133,000.00		\$162,750.00
	\$2.00	\$2.00	\$10.00	\$10.00
	\$2.25	\$2.25	\$12.00	\$12.00
	\$2.75	\$2.75	\$12.50	\$12.50
	\$3.00	\$3.00	\$13.00	\$13.00
	\$3.75	\$3.75	\$9.00	\$9.00
	\$3.80	\$3.80	\$12.00	\$12.00
	\$4.00	\$4.00	\$15.00	\$15.00

D. A. Nolt 1044 Industrial Drive West Berlin, NJ 753-9333		Patriot Roofing, Inc. 2083 Jacksonville - Jobstown Road Jobstown, NJ 723-6688		
UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
S	\$183,750.00	\$183,750.00	\$186,000.00	\$186,000.00
		\$183,750.00		\$186,000.00
F	\$2.75	\$2.75	\$5.00	\$6.00
F	\$3.00	\$3.00	\$6.50	\$6.50
F	\$3.25	\$3.25	\$7.00	\$7.00
F	\$4.00	\$4.00	\$7.20	\$7.20
F	\$6.00	\$6.00	\$5.80	\$5.80
F	\$6.50	\$6.50	\$6.10	\$6.10
F	\$7.00	\$7.00	\$6.80	\$6.80



## COMMERCIAL ROOFING ANALYSTS, INC.

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

April 2, 1999

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

Dear Council Members:

After review of the solicited bid from Alper Enterprises, Inc. for the roof replacement/recovery project at the Emergency Services Building, Willingboro, NJ, CRA, Inc. finds all necessary documents in order.

This bid proposal was well within the project budget.

At this time CRA, Inc recommends that council accept and award the contract to Alper Enterprises, Inc.

Commercial Roofing Analyst, Inc.

  
Richard Nephew

# ALPER ENTERPRISES

ROOFING and SHEET METAL

530 Kings Highway, Moorestown, New Jersey 08057-2602 • 609-866-5646 • FAX 609-866-1943

Lord, Anderson, Worrell & Barnett, Inc.  
651 High Street  
Burlington, NJ 08016  
Attn: Christopher Bouffard

April 4, 1999

Re: Emergency Services Building roof replacement  
Willingboro Township, NJ

Dear Mr. Bouffard:

Per our conversation last week, some customer references.

Haddon Heights Board of Education. *4/5 no answer*  
Contact Mike Barbera @ 609.547.1412  
Provide new and repair roofing and sheet metal services.  
High School: EPDM. Metal roof, Built up roof repairs  
Glenview School: EPDM.  
Atlantic Ave. School: EPDM from 1992 to the present.

Haddon Township Board of Education *4/5 answering machine*  
Contact Mark Ritter @ 609.869.7705  
Reroof portions of High School & Stoy School in 1998.

Rowan University Facilities Management ~~XXXXXXXXXX~~ *Shingle roof w/ Copper tight schedule, performed "fantastic", No problems with changes*  
Contact Thomas A. Stokes @ 609.256.4248  
Roof Replacement & Related Work @ Oak & Laurel Hall in 1998.

Mantua Township Public Schools *4/5 no answer*  
Contact David Porreca @ 609.468.2225  
Re-Roofing Sewell School in 1998.

City of Philadelphia. *left message on voice mail, not Joe Palantino's voice*  
Contact Joe Palantino @ 215.686.4421 *mail box. Message returned with correct phone #*  
20TH Street Library Annex: Modified Bitumen roof in 1996.

Should you have any questions please call me.

*2 fat to average, no problem with work, time, materials or change orders.*

*215-683-4424  
Called and left new voice mail message*  
Yours truly  
*CRAIG*  
Craig A Alper

Faxed to 387.3009. Hard copy in mail.

Ron Angelo A/A  
for Millville Highschool  
left message v/receptionist

*3+ 4/5 Used Alper on a number of projects ranging from repair to replacement. Consistently good work, very responsive.*

COMMERCIAL ROOFING ANALYST INC.  
BOX 292-A FULLER RD.  
PERU, NY 12972

FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING TO:

NAME: CARL TURNER

FIRM: \_\_\_\_\_

CITY: \_\_\_\_\_

FROM: \_\_\_\_\_

NAME: DAVE HEDREW

TOTAL NUMBER OF PAGES, INCLUDING COVER SHEET: 2

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

IF YOU DO NOT RECEIVE ALL THE PAGES,  
PLEASE CALL: ( 518-643 7826 )

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX NUMBER: ( 518-643-7826



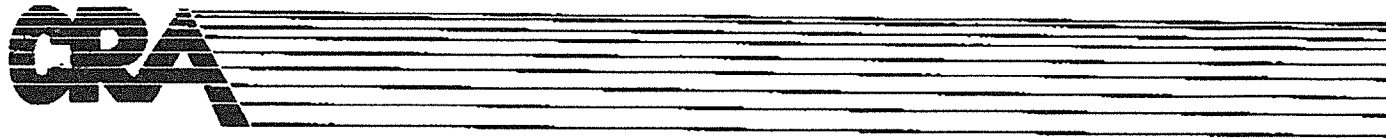


**BID TABULATION SHEET**  
**ROOF REPLACEMENT PROJECT**  
**WILLINGBORO TOWNSHIP MUNICIPAL BUILDING**  
**LAWB FILE NO. 99-39-15-6**

				Alper Enterprises, Inc. 530 Kings Highway Moorestown, NJ 866-5646		Jackson Roofing Co., Inc. 110 Paris Street Newark, NJ 07105 (973) 344-5444	
ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$133,000.00	\$133,000.00	\$162,750.00	\$162,750.00
					\$133,000.00		\$162,750.00
<b>A- REMOVAL AND REPLACEMENT OF TREATED WOOD NAILED</b>							
A	2" X 4"		LF	\$2.00	\$2.00	\$10.00	\$10.00
B	2" X 6"		LF	\$2.25	\$2.25	\$12.00	\$12.00
C	2" X 8"		LF	\$2.75	\$2.75	\$12.50	\$12.50
D	2" X 10"		LF	\$3.00	\$3.00	\$13.00	\$13.00
<b>B- REMOVAL AND REPLACEMENT OF PLYWOOD DECKING</b>							
E	1/2 "		SF	\$3.75	\$3.75	\$9.00	\$9.00
F	5/8"		SF	\$3.80	\$3.80	\$12.00	\$12.00
G	3/4"		SF	\$4.00	\$4.00	\$15.00	\$15.00

**BID TABULATION SHEET**  
**ROOF REPLACEMENT PROJECT**  
**WILLINGBORO TOWNSHIP MUNICIPAL BUILDING**  
**LAWB FILE NO. 99-39-15-6**

				D. A. Nolt 1044 Industrial Drive West Berlin, NJ 753-9333		Patriot Roofing, Inc. 2083 Jacksonville - Jobstown Road Jobstown, NJ 723-6688	
ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$183,750.00	\$183,750.00	\$186,000.00	\$186,000.00
					\$183,750.00		\$186,000.00
<b>A. REMOVAL AND REPLACEMENT OF TREATED WOOD NAILER</b>							
A	2" X 4"		LF	\$2.75	\$2.75	\$6.00	\$6.00
B	2" X 6"		LF	\$3.00	\$3.00	\$6.50	\$6.50
C	2" X 8"		LF	\$3.25	\$3.25	\$7.00	\$7.00
D	2" X 10"		LF	\$4.00	\$4.00	\$7.20	\$7.20
<b>B. REMOVAL AND REPLACEMENT OF PLYWOOD DECKING</b>							
E	1/2 "		SF	\$6.00	\$6.00	\$5.80	\$5.80
F	5/8"		SF	\$6.50	\$6.50	\$6.10	\$6.10
G	3/4"		SF	\$7.00	\$7.00	\$6.80	\$6.80



**COMMERCIAL ROOFING ANALYSTS, INC.**

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

April 2, 1999

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

Dear Council Members:

After review of the solicited bid from Alper Enterprises, Inc. for the roof replacement/recovery project at the Emergency Services Building, Willingboro, NJ, CRA, Inc. finds all necessary documents in order.

This bid proposal was well within the project budget.

At this time CRA, Inc recommends that council accept and award the contract to Alper Enterprises, Inc.

Commercial Roofing Analyst, Inc.

  
Richard Nephew

# ALPER ENTERPRISES ROOFING and SHEET METAL

530 Kings Highway, Moorestown, New Jersey 08057-2602 • 609-866-5646 • FAX 609-866-1943

Lord, Anderson, Worrell & Barnett, Inc.  
651 High Street  
Burlington, NJ 08016  
Attn: Christopher Bouffard

April 4, 1999

Re: Emergency Services Building roof replacement  
Willingboro Township, NJ

Dear Mr. Bouffard:

Per our conversation last week, some customer references.

Haddon Heights Board of Education. *4/5 no answer*  
Contact Mike Barbera @ 609.547.1412  
Provide new and repair roofing and sheet metal services.  
High School: EPDM. Metal roof, Built up roof repairs  
Glenview School: EPDM.  
Atlantic Ave. School: EPDM from 1992 to the present.

Haddon Township Board of Education *4/5 answering machine*  
Contact Mark Ritter @ 609.869.7705  
Reroof portions of High School & Stoy School in 1998.

Rowan University Facilities Management ~~XXXXXXXXXX~~ *Shingle roof w/ Copper tight schedule, performed in 1998. "fantastic", No problems with changes*  
Contact Thomas A. Stokes @ 609.256.4248  
Roof Replacement & Related Work @ Oak & Laurel Hall in 1998.  
Mantua Township Public Schools *4/5 no answer*  
Contact David Porreca 2 609.468.2225  
Re-Roofing Sewell School in 1998.

City of Philadelphia. *left message on voice mail, not Joe Palantino's voice*  
Contact Joe Palantino @ 215.686.4421 *mail box. Message returned with correct phone #*  
20TH Street Library Annex: Modified Bitumen roof in 1996. *215-683-4424*

Should you have any questions please call me. *called and left new voice mail message*

*2. fair to average, no problem with work, time, materials or change orders.*

Yours truly  
*CRAIG*  
Craig A Alper

Faxed to 387.3009. Hard copy in mail.

Ron Angelo A/A  
for Millville Highschool

*left message w/ receptionist 4/5 Used Alper on a number of projects ranging from repair to replacement. Consistently good work, very responsive.*

COMMERCIAL ROOFING ANALYST INC.  
BOX 292-A FULLER RD.  
PERU, NY 12972

FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING TO:

NAME: CARL TURNER

FIRM: \_\_\_\_\_

CITY: \_\_\_\_\_

FROM:

NAME: Jack Hedrick

TOTAL NUMBER OF PAGES, INCLUDING COVER SHEET: 2

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

IF YOU DO NOT RECEIVE ALL THE PAGES,  
PLEASE CALL: ( 518-643 7826 )

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX NUMBER: ( 518-643-7826



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

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

April 6, 1999

**Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046**

Robert W. Ford, PE & LS, PE  
Raymond J. Worrell, II, PE & LS, PE

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

John P. Angushero  
Stephen J. Berger  
Christopher J. Beathorn, PE & PP  
Burt S. Dukan  
Mark P. Malinowski, PE  
Ashley G. Bond, PE  
Carl A. Tanner, PE  
Kevin J. Webb, PE

Verdell L. DMB/MS, Jr., CEA  
Gordon L. Linder, LS  
Theresa C. McGettigan, CLP  
Ethan R. Rabe, LS  
Carlochetu Saha, PE  
Gary Zeb, LS

Consultant  
C. Kenneth Anderson, PE & LS, PE

**Re: Recommendation of Award  
EMS Building Roof Replacement  
Willingboro Township  
LAWB File No. 99-39-15-6**

**Dear Council Members:**

Submitted herewith is the justification package for contract approval covering the tasks listed above. A previous solicitation was advertised in December 1998 with only one bidder responding at a cost of \$162,750. This bid was recommended for award at that time. We recommended rejecting the bid and readvertising the project. The bid was rejected by Council in February. This Award Recommendation had five (5) vendors submit bids out of the eight (8) vendors that purchased specifications. The low responsive bid was \$133,000 submitted by Alper Enterprises, Inc..

A full description of the work being provided is contained in the Contract documents titled EMS Building Roof Replacement Project. The tasks covered in the above referenced text have been authorized under 1998 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 \$133,000.00 is considered the most applicable contract type. This represents a savings of \$29,750 when compared to the sole bid submitted in December of 1998.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various items involved in the replacement/recovery of the roof at the Emergency Services Building, located at John F. Kennedy Way and Charleston Road in Willingboro Township. Contract documents were purchased directly from LAWB by eight (8) vendors.

Members of Council  
November 20, 1998  
Page 2

A. Scope of Work:

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

- Roof Replacement
- Removal and Replacement of 2" x 4" Wolmanized Nailers
- Removal and Replacement of 2" x 6" Wolmanized Nailers
- Removal and Replacement of 2" x 8" Wolmanized Nailers
- Removal and Replacement of 2" x 10" Wolmanized Nailers
- Removal and Replacement of 1/2" Plywood Decking along gutters below mansard
- Removal and Replacement of 5/8" Plywood Decking along gutters below mansard
- Removal and Replacement of 3/4" Plywood Decking along gutters below mansard

B. Bid Solicitation:

A solicitation notice was placed in the BCT for the Emergency Services Building Roof Replacement in the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on March 18, 1999.

A Pre-Bid meeting was held at the site on March 25, 1999 at 10:00 AM and all Bidders were required to attend this meeting. Bids were due in the Township Clerk's Office no later than 10:00 AM on March 31, 1999. Five of the eight vendors submitted bids, however, only three of the five bids submitted were considered responsive. One Bidder failed to complete the disclosure statement and his bid was not read. Another lacked the ability to install the product specified in accordance with the manufacturers licensing requirements.

The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Alper Enterprises, Inc.
- Jackson Roofing Company, Inc.
- D A Nolt
- Patriot Roofing, Inc.
- D & S Improvements

All submitted proposals met the time and delivery criteria.

Members of Council  
November 20, 1998  
Page 3

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. Of the compliant bidders, only Alper Enterprises, Inc. submitted reference information. Patriot Roofing, Inc. submitted a bid under the "As - Equal" clause although they had been notified by fax and hard copy that after an evaluation of their product, installation experience, and licensing, they did not meet the requirements for the "As-Equal" criteria. Additionally, the alternate materials for which approval was requested have only been on the market for four months, making the experience criteria specified impossible to meet. Another vendor, D & S Improvements failed to complete and sign the Disclosure Statement included in the bid documents, and their bid was not publicly read.

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. D & S Improvements, Inc. submitted the low bid of \$114,615; however, after reviewing the bid forms for

compliance with the legal requirements it was found that the Shareholder Disclosure was not completed and signed. After a telephone discussion with the office of the Solicitor, the bid was determined to be non-responsive and therefor not publicly read. A summary of the eight bids received is as follows:

D & S Improvements, Inc.	\$114,615.00
Alper Enterprises, Inc.	\$133,000.00
Jackson Roofing, Inc.	\$162,750.00
D. A. Nolt	\$183,750.00
Patriot Roofing, Inc.	\$186,000.00

A budget estimate of \$175,000 was used to compare bids. Three of the five bids submitted were lower than the budget estimate, the highest within 7%. The two higher bids were within 1% of each other and within 6% of the budget estimate.

D. Responsibility

A reference inquiry of Alper Enterprises, Inc. was made by LAW, INC. after checking and tabulating the bids. References consisted of four public schools for which work was completed, the City of Philadelphia and Rowan University.



Members of Council  
November 20, 1998  
Page 4

The inquiry was limited to the five references provided by Alper Enterprises, Inc.

We were able to contact the following reference:

- Thomas A. Stokes, Rowan University Facilities Management
- Joseph Palentino, City of Philadelphia
- Ronald Angelo, Ron Angelo, AIA

Several of the references we attempted to contact were unavailable due to the school systems being closed for Spring Break, however, the two references noted above indicated good work by Alper Enterprises, completed on time and in accordance with the contract specifications.

E. Recommendation:

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

Based on the fact that D & S Improvements did not submit a responsive bid, LAWB recommends that the contract be awarded to the second lowest bidder, Alper Enterprises, Inc., who is experienced in roofing replacement and recovery and who has successfully completed this very type of work for other public agencies recently. We would recommend the award of a fixed price

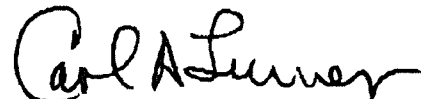
a construction type contract with Not - to - Exceed dollar obligation of \$133,000.00 to Alper Enterprises, Inc., for the scope of work mentioned herein. Alper Enterprises, Inc, although submitting the second lowest price has submitted the lowest qualified bid price, has demonstrated

knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT:CJB:cjb

cc: Norton N. Bonaparte, Jr., Township Manager  
99-39-15-6\Letters\CATRoofAwardA02.DOC(99)

**BID TABULATION SHEET**  
**ROOF REPLACEMENT PROJECT**  
**WILLINGBORO TOWNSHIP MUNICIPAL BUILDING**  
**LAWB FILE NO. 97-39-19**

				Alper Enterprises, Inc. 530 Kings Highway Moorestown, NJ 866-5646		Jackson Roofing Co., Inc. 110 Paris Street Newark, NJ 07105 (973) 344-5444	
ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$133,000.00	\$133,000.00	\$162,750.00	\$162,750.00
					\$133,000.00		\$162,750.00
<b>WOODWORK REPLACEMENT OF EXISTING WOODWORK</b>							
A	2" X 4"		LF	\$2.00	\$2.00	\$10.00	\$10.00
B	2" X 6"		LF	\$2.25	\$2.25	\$12.00	\$12.00
C	2" X 8"		LF	\$2.75	\$2.75	\$12.50	\$12.50
D	2" X 10"		LF	\$3.00	\$3.00	\$13.00	\$13.00
<b>WOODWORK REPLACEMENT OF EXISTING WOODWORK</b>							
E	1/2"		SF	\$3.75	\$3.75	\$9.00	\$9.00
F	5/8"		SF	\$3.80	\$3.80	\$12.00	\$12.00
G	3/4"		SF	\$4.00	\$4.00	\$15.00	\$15.00

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* APR-07-1999 WED 12:29 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* APR-07 12:28 PM LAWB 39" 2 SEND OK 173 \*  
 \* TOTAL : 39S PAGES: 2 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: Core Juner  
 COMPANY: LAWB  
 DATE: 4/7/99  
 TO FAX NO. \_\_\_\_\_  
 FROM: Phila L. EXT. 620 PAGES 2  
 SUBJECT: Res- 99-60  
 \_\_\_\_\_  
 \_\_\_\_\_