

RESOLUTION NO. 1999 – 61

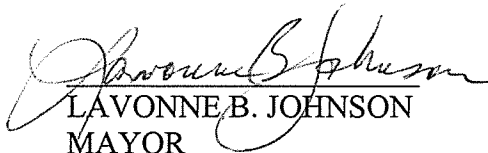
A RESOLUTION AWARDDING A PROFESSIONAL SERVICES TO REMINGTON & VERNICK FOR PLANNING SERVICES.

WHEREAS, the need exists for a Professional Planner for the Willingboro Township Planning Board; 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 April, 1999, As follows:

1. The Mayor and Clerk are hereby authorized and directed to execute The attached agreement with REMINGTON & VERNICK, in Accordance with the attached schedule.
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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/19/99

**PRODUCER**  
Commerce National/Cherry Hill  
1701 Rt. 70 East  
P.O. Box 2060  
Cherry Hill, NJ 08034

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Remington & Vernick Engineers, Inc.  
232 Kings Highway East  
Haddonfield, NJ 08033

INSURER A: Transportation Insurance Company  
INSURER B: Transcontinental Insurance Company  
INSURER C: Reliance National Indemnity Company  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C162964247	03/01/99	03/01/00	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	C16795125	03/01/99	03/01/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	C167951247	03/01/99	03/01/00	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$								
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WCC162964149	03/01/99	03/01/00	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$500,000												
E.L. DISEASE - EA EMPLOYEE	\$500,000												
E.L. DISEASE - POLICY LIMIT	\$500,000												
C	<b>OTHER Professional Liability</b>	NPC149512308	06/30/97	06/30/00	\$5,000,000 per claim/aggregate								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

Proposal Use Only  
Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James P. Morrissey*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONTRACT OF PROFESSIONAL EMPLOYMENT  
PLANNING BOARD PLANNER

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of April 1999 by and between the Township of Willingboro, having its principal place of business at 1 Salem Road, Willingboro, NJ, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and Remington & Vernick Engineers having its principal place of business at 232 Kings Highway East, Haddonfield, NJ 08033 (hereinafter referred to as "PLANNING BOARD PLANNER");

WITNESSETH

WHEREAS, the Planning Board Planner was appointed as Planning Board Planner by the Planning Board of the Township of Willingboro at its meeting on April 6 1999 and;

WHEREAS, the Planning Board Planner is a practitioner of a recognized profession and is licensed to practice within the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.2 40A:11-5) requires the execution of a written contract for the provision of professional services which contract may be awarded without public bidding; and

WHEREAS, the Township Council of the Township of Willingboro desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Planning Board Planner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period of one (1) year and shall continue for a period of one (1) year or until the termination of the Planning Board Planner's employment, whichever should first

occur. If the same individual shall continue as Planning Board Planner for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. The Planning Board Planner shall perform such duties as a Planning Board Planner specified in New Jersey State Law and the Township Codes and Regulations and shall include, but not be limited to, attending all Planning Board regular and special meetings, reviewing and reporting on all development and site plan applications and performing any additional non-escrow work such as ordinance review as requested by the Planning Board.

3. Compensation. The Planning Board Planner shall receive compensation in accordance with Schedule A attached hereto and made a part hereof. The Planning Board Planner shall be paid such compensation in accordance with the submission of the appropriate vouchers as per Township Codes and Regulations and the applicable law.

4. Out-of-Pocket Expenses. The Planning Board Planner shall be reimbursed for all out-of-pocket expenses incurred on behalf of the Planning Board in accordance with the aforementioned proposal.

5. Escrow Account. The Planning Board Planner shall be paid for the review of developmental applications out of the funds deposited in escrow at the rates established herein. The said Planning Board Planner's right to such fund shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Township Responsibilities. The Township shall furnish to the Planning Board Planner for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all

properties within the Township of Willingboro deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the Township will provide the Planning Board Planner with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

8. Planning Board Planner. The Planning Board Planner shall perform the aforementioned services in an efficient and expeditious manner. The Planning Board Planner shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Planning Board Planner shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

9. Professional Insurance. During the term of this contract, the Planning Board Planner shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of \$500,000.00. The Planning Board Planner shall provide to the appropriate officials of the Township a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

10. Affirmative Action Mandatory Language. During the performance of this contract, the Planning Board Planner agrees as follows:

Planning Board Planner will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. The Planning Board Planner 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, affectional 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 Planning Board Planner 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 Planning Board Planner, in all solicitations or advertisements for employees placed by or on behalf of the Planning Board Planner, states that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Planning Board Planner 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.

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

The Planning Board Planner 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, affectional 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.

The Planning Board Planner 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).

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding to the contrary are specifically disavowed.


12. American Disabilities Act. Planning Board Planner shall comply with the requirements of the American Disabilities Act where applicable.



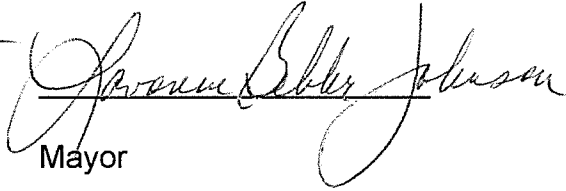
IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO



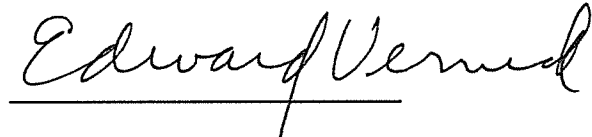
Township Clerk



Mayor

ATTEST:

REMINGTON & VERNICK ENGINEERS



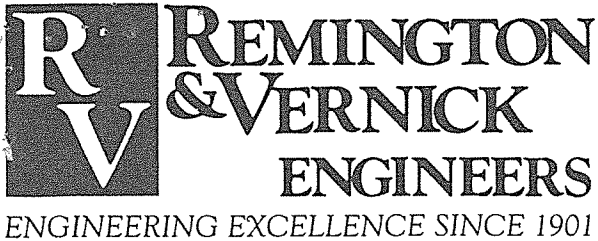
SCHEDULE A

**REMINGTON & VERNICK ENGINEERS, INC.**

*1999 SCHEDULE OF BILLABLE HOURLY RATES*

LANDSCAPE ARCHITECTURE & PLANNING DEPARTMENT

Landscape Architect/Planner Department Head	\$100
Project Engineer	\$95
Senior Planner	\$90
Planner	\$75
Senior Landscape Architect	\$60
Landscape Architect/Planner	\$55



232 Kings Highway East, Haddonfield, NJ 08033-3899  
(609) 795-9595 Fax: (609) 795-1882  
Web Address: [www.RVE.com](http://www.RVE.com)

April 19, 1999

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

Attention: Norton N. Bonaparte, Jr.  
Township Manager

**Re: 1999 Township Planner**

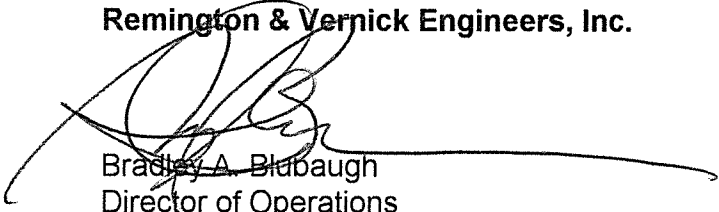
Dear Mr. Bonaparte:

Enclosed please find two (2) copies of the Contract for the Township of Willingboro executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. Also enclosed is a copy of the Certificate of Employee Information Report.

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

Sincerely,

**Remington & Vernick Engineers, Inc.**



Bradley A. Blubaugh  
Director of Operations

Enclosure(s)

cc: Edward Vernick, P.E., C.M.E., President;  
Craig Remington, L.S., P.P., Vice President;  
F. Robert Perry, P.P., C.L.A.

Certification

4113

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

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



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

*James A. DiGiuseppe*

State Treasurer

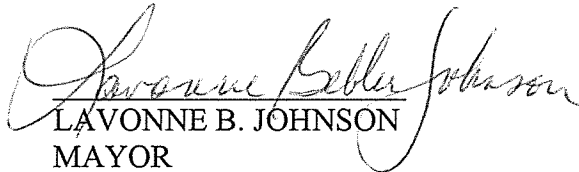
RESOLUTION NO. 1999 – 62A

A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AN AGREEMENT WITH  
STRATES SHOWS, INC.


WHEREAS, the Township of Willingboro has been asked to give permission  
For the holding of a carnival on the property generally identified as “The Willingboro  
Plaza”; and

WHEREAS, the Township Council has determined that it is in the best interest  
Of the Township to grant permission in accordance with a specified agreement, a copy  
Of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 13<sup>th</sup> day of April, 1999, that  
Attached agreement by signed by the Township, Friends of the Library, Strates Shows  
And ReNEWal Realty, Inc.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST)

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## LICENSE AGREEMENT

This LICENSE AGREEMENT is made as of this 19<sup>th</sup> day of April, 1999, by and between STRATES SHOWS, INC., a Delaware Corporation (hereinafter referred to as "STRATES") and the Friends of the Willingboro Public Library (hereinafter referred to as "SPONSOR"), Township of Willingboro, New Jersey (hereinafter referred to as "TOWNSHIP"), and ReNEWal ~~Realty~~, LLC (hereinafter referred to as "ReNEWal").

*Willingboro*

### WITNESSETH:

WHEREAS, the TOWNSHIP is the owner of the subject property identified herein, and

WHEREAS, ReNEWal has effective control of the property pursuant to a redevelopment agreement between ReNEWal and the TOWNSHIP, and

WHEREAS, ReNEWal has requested authorization from the TOWNSHIP to permit STRATES to operate a carnival in order to provide financial assistance to the Friends of the Library, and

WHEREAS, STRATES is in the business of operating shows, rides, games, exhibits and concessions, and

WHEREAS, SPONSOR desires to allow the holding of a Carnival consisting of shows, rides, games, exhibits and concessions to be known as the Willingboro Town Fair, and

WHEREAS, STRATES is willing to provide shows, rides, games, exhibits and concessions, and TOWNSHIP and ReNEWal are willing to assist to make available to STRATES certain real property and services on the conditions and under the terms set forth herein below:

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. LICENSE: TOWNSHIP and ReNEWal hereby grant to STRATES, and STRATES accepts permission for the use of that certain real property more particularly described as a portion of the Old Willingboro Plaza, Willingboro, New Jersey 08046, as described on the attached sketch. Which real property is hereinafter referred to as the

"Premises", for the purpose of the operation of shows, rides, games, exhibits and concessions from June 5, 1999, to and including June 15, 1999 (which operation of the Premises at such times hereinafter referred to as the "Carnival"). It is agreed that STRATES may have use of the Premises from June 1, 1999 to June 19, 1999 for the purpose of pre-carnival setup and post-carnival cleanup. TOWNSHIP and ReNEWal covenants and agrees to furnish the Premises properly cleared of brush, refuse and other objects or matter which would interfere with the setup and operation of the shows, rides, games, exhibits and concessions of STRATES or with the convenience and comfort of the public attending the Carnival, except as may be otherwise provided herein.

2. CONSIDERATION: SPONSOR shall receive a minimum guarantee of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) against TWENTY-FIVE PERCENT (25%) of the net profits realized by the operation of the Carnival on the Premises. Said sum to which SPONSOR is entitled shall be paid to SPONSOR by STRATES by no later than June 17, 1999. Net profits shall be calculated by deducting the following from gross receipts ("Gross Receipts" shall be defined as the gross amount actually collected by STRATES from admission to all rides and shows, and from the rental of all concessions, less applicable state and local taxes, except as may otherwise be limited or defined herein):

- a. Fees paid to independent owners and operators of rides, shows, games exhibits and concessions, a list of which shall be submitted to SPONSOR.
- b. Payrolls of STRATES' employees entitled to compensation as a direct result of working at Carnival, and all required associated payroll taxes.
- c. Workers' Compensation Insurance (6% on taxable wages) of (b) hereinabove.
- d. One-half of the costs of the train move and other transportation costs and expenses incurred by STRATES from its move from point of prior engagement, and its arrival at its next subsequent engagement.
- e. General insurance (calculated at 8% of gross receipts, as defined above).
- f. The cost of repairs and maintenance to vehicles and equipment performed by STRATES while at the premises.
- g. Advertising, marketing and promotion.

- h. Premises, cleanup and repairs.
- i. Fuel and utilities costs.
- j. Water
- k. Sanitation (port-a-johns) and dumpster.
- l. Police protection and security.
- m. Fire protection.
- n. Any other normal operating expenses incurred by STRATES in its operation directly incidental to the Carnival, including, but not limited to: telephone, medical, supplies, and bank charges.

3. DUTIES OF STRATES

a. Carnival - STRATES shall furnish shows, rides, games, exhibits, and concessions necessary for, and normally associated with, the presentation of a Carnival production.

b. Premises - STRATES agrees to repair any damage that may result directly from the operation on the Carnival premises.

c. Advertising and Promotion - STRATES shall provide advertising and promotion with respect to the Carnival.

d. Insurance - STRATES shall provide insurance protection for the operation of the Carnival, with a minimum coverage of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. Proof of insurance shall be made available by STRATES to SPONSOR upon the reasonable request of SPONSOR. Friends of Willingboro Public Library, Township of Willingboro, New Jersey, and ReNEWal Realty, LLC are to be named as additional insured on such policy.

e. Utilities - STRATES shall provide utilities other than water to the Premises for the purpose of operating the Carnival.

f. Ticket Sales - STRATES shall provide all tickets, ticket sellers and ticket takers determined by STRATES to be necessary for the operation of the Carnival.

g. Daily Cleanup - STRATES shall provide a daily cleanup of the Premises each day of the term hereof, and shall return property to owner in same condition as was received at the beginning of the event.



h. Daily Ticket Box and Daily Ride Reports - STRATES agrees to provide a daily report on all gross receipts to the SPONSOR.

i. Special Promotions - STRATES agrees to obtain sponsorship for special promotional days and agrees to at least TWO (2) special promotional days such as McDonald's, School Day, or Merchants' Day, pay-one-price, etc.

j. Personnel - STRATES agrees to provide clean, fresh shaven, neat appearing personnel at all times during the performance of the Agreement, consistent with its reputation for rendering quality personnel and professional service. Employees of STRATES are required to wear a photo identification card while working at the Carnival.

k. Legality of Games - STRATES agrees that no illegal gambling, games of chance, betting or other acts in violation of criminal laws of New Jersey and the Township of Willingboro, New Jersey will be permitted, and any games found not to be in compliance with state and local statutes will be voluntarily and promptly closed by STRATES.

l. Ride Safety Inspection - STRATES agrees to arrange for an inspection and any required paperwork from all governmental agencies having jurisdiction over the Premises and the operation of the Carnival thereon prior to the start of the Carnival.

m. Permits and Licenses - STRATES agrees that it shall obtain and provide all permits, licenses and other governmental permissions necessary for the operation of the Carnival on the Premises from any and all governmental departments, agencies or boards having jurisdiction over the Premises and the operation of the Carnival thereon.

n. Police Protection and Security - STRATES agrees to arrange for all personnel required to provide police protection, first aid protection, security and crowd control for the Carnival. STRATES will pay for four (4) officers on week nights and up to eight (8) on weekends, and additional, if necessary, as acceptable to the Director of Public Safety.

o. Fire Protection - STRATES agrees to arrange for fire protection so as to adequately protect the safety and property of persons attending the Carnival and STRATES, its employees, agents and independent contractors, at the Carnival's expense.

p. Sanitation - STRATES agrees to arrange facilities for restrooms (port-a-johns) and at least a 30-yard dumpster, to be on-site the day STRATES occupies the Premises at the Carnival's expense.

q. Water - STRATES agrees to arrange for water service necessary for the operation of the Carnival to be on-site the day STRATES occupies the Premises at the Carnival's expense.

r. Parking - STRATES agrees to arrange for equipment and parking personnel to direct the parking of all vehicles used by individuals attending the Carnival. Not-for-profit organizations providing personnel shall receive twenty-five percent (25%) of gross parking revenue for their assigned shift.

s. Health Department - STRATES agrees to arrange for an inspection and any required paperwork from the Health Department to take place at least two days prior to the start of the Carnival at STRATES expense.

4. DUTIES OF SPONSOR: Marketing - SPONSOR agrees to assist STRATES in promoting the Carnival.

5. MANAGEMENT: The parties understand and agree that all shows, rides, games, exhibits and concessions shall be under the exclusive charge and control of STRATES. STRATES shall also have exclusive charge and control over the "midway section" of the Carnival, any independent contractors participating in the Carnival, and all personnel, ticket sales and other activities connected with the operation of the Carnival.

6. SITE PREPARATION: ReNEWal shall remove all demolition debris from the site prior to the arrival of Strates and have security as necessary to monitor their construction site.

7. BOOKS AND RECORDS: STRATES shall keep accurate and up-to-date books and records showing all income and disbursements received or incurred in connection with the operation of the Carnival. Named SPONSOR representative shall, at reasonable times and places, have access to and the right to examine such books and records.

8. PERSONS BOUND: All the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

9. NOTICE: All notices to be given with respect to this agreement shall be in writing. Each notice shall be sent by certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as the parties shall designate to each other in the manner prescribed for notice herein:

Mr. E. James Strates, President  
Strates Shows, Inc.  
P.O. Box 174  
Orlando, FL 32802

Mr. Delbert S. Payne  
Friends of the Willingboro Public Library  
30 Tiffany Lane  
Willingboro, NJ 08046

Mr. Norton N. Bonaparte, Jr.  
Township Manager  
Municipal Complex, One Salem Road  
Willingboro, New Jersey 08046

Mr. Robert Stang *Willingboro*  
ReNEWal ~~Ready~~, LLC  
2211 Broadway, Suite 1A  
New York, New York 10024

Every notice shall be deemed to have been given at the time it is received by the recipient. All notices shall be sent by certified mail, return receipt requested.

9. TIME OF THE ESSENCE: It is understood and agreed between the parties that time is of the essence of this agreement and that this provision applies to all terms and conditions hereof.

10. ACTS OF GOD: STRATES shall not be held liable for any damages arising under this agreement by reason of railroad accidents or delays, railroad refusing to haul, excessive rates, fires, strikes, cyclones, acts of Providence or the will of God or other acts or events over which STRATES has no control.

11. CONSTRUCTION OF AGREEMENT: Whenever the content of this agreement so requires, or omits, words used in the neuter gender include the masculine and the feminine, the singular includes the plural and the plural the singular.

12. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements concerning the subject matter hereof. Any changes, alterations, modifications, additions or qualifications to the terms of the agreement shall not be binding upon the parties unless made in writing and signed by the parties to be bound thereby.

13. GOVERNING LAW: All questions concerning the meaning, execution, construction, effect and validity of this agreement shall be judged and resolved in accordance with the laws of the State of New Jersey.

14. HOLD HARMLESS INDEMNIFICATION: STRATES agrees to hold harmless and indemnify SPONSOR, TOWNSHIP, AND ReNEWal, its officials and employees against

any claim, damage, cost, liability or judgment, including cost of any defense and attorney fees, arising out of the Carnival or its sponsorship of the Carnival.

IN WITNESS WHEREOF, the parties have executed this agreement and have intended the same to be and become effective as of the day and year first above written.

WITNESS:

STRATES SHOWS, INC.

Jane K. Haley  
\_\_\_\_\_

By: E. James Strates, Inc.  
\_\_\_\_\_

WITNESS:

FRIENDS OF THE  
WILLINGBORO PUBLIC LIBRARY

Carmela Spych  
\_\_\_\_\_

By: D. D. Spych  
\_\_\_\_\_

WITNESS:

TOWNSHIP OF WILLINGBORO

Shady Sweet  
Sup Clerk  
\_\_\_\_\_

By: Apronne Bebler Johnson  
\_\_\_\_\_

WITNESS:

ReNEWal ~~Realty~~, LLC  
Willingboro

\_\_\_\_\_  
\_\_\_\_\_

By: [Signature]  
\_\_\_\_\_

RESOLUTION NO. 1999 - 62 <sup>B</sup>

A RESOLUTION AUTHORIZING THE TOWNSHIP  
OF WILLINGBORO TO PURCHASE GAS UNDER  
THE COUNTY OF BURLINGTON COOPERATIVE  
PURCHASING SYSTEM.

WHEREAS, Willingboro Township wishes to purchase Natural Gas for the Township from an authorized vendor under the County of Burlington Cooperative Purchasing System #4-BuCCP and


WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contract Law, N.J.S.A. 40A:11-12; and,

WHEREAS, PSE&G Energy Technologies, Inc. 499 Thornall Street, Edison, New Jersey 08837-2235 has a County Contract for the purchase of Natural Gas Contract with the County of Burlington, Contract Number 98-BuCCP-0082; contract dates: December 1, 1998 to November 30, 2000; and

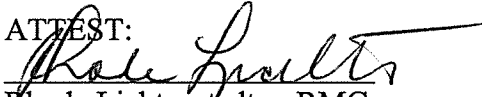
WHEREAS, the Township Manager recommends the utilization of these contracts on the grounds that it represents the best price available and delivery; and

WHEREAS, the actual cost for the purchase of Natural Gas is expected not to exceed 0.890-fixed margin per dekatherm; and

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 April, 1999, that a purchase order be awarded to PSEG Energy Technologies, Inc. for Natural Gas.

  
LAYONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# Sample Resolution

#155

WHEREAS, TOWNSHIP wishes to purchase NATURAL GAS for the Township from an authorized vendor under the County of Burlington Cooperative Purchasing System #4-BuCCP; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contract Law, N.J.S.A. 40A:11-12; and,

WHEREAS, PSEG Energy Technologies, Inc., 499 Thornall Street, Edison, New Jersey 08837-2235 has a County Contract for the PURCHASE of NATURAL GAS Contract with the County of Burlington, Contract Number 98-BuCCP-0082; Contract Dates: December 1, 1998 to November 30, 2000; and,

WHEREAS, the Township <sup>MANAGER</sup> ~~Purchasing Agent~~ recommends the utilization of these contracts on the grounds that it represents the best price available and delivery; and,

WHEREAS, the actual cost for the purchase of NATURAL GAS is expected not to exceed ~~\$1,775.00~~; and, 0.890¢ ?

WHEREAS, a certification of availability of funds is attached; now, therefore be it,

RESOLVED by the Township that a purchase order be awarded to PSEG Energy Technologies, Inc. for Natural Gas.

---

Vincent R. Farias

## FAX QUOTE

PSEG ENERGY TECHNOLOGIES INC.

## FACSIMILE TRANSMITTAL SHEET

TO:	NORTON N. BONAPARTE	FROM:	Bob Bordone <i>BB</i>
COMPANY:	TOWNSHIP OF WILLINGBORO	DATE:	MAY 7, 1999
FAX NUMBER:	609-835-0782	TOTAL NO. OF PAGES INCLUDING COVER:	3
PHONE NUMBER:	609-877-2200	SENDER'S REFERENCE NUMBER:	

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS: In accordance with my phone conversation with Jim Gray, please sign this page where indicated, and fax it back to me. This will give me authority to lock up the interstate gas transportation for the all accounts which you provided to me in your letter of April 8, 1999. Also please sign the "Application for Firm Transportation", attached, so I may submit it to PSE&G. Please fax both back to me today at 732-635-0188.

As indicated the County bid called for PSEG Energy Technology to charge the weighted average of the New York Mercantile Exchange Gas price Plus \$0.89 dekatherm As discussed, since the present weighted average is so high we are hereby agreeing to utilize the settle price on the Nymex plus the \$0.89 per dekatherm. This will continue until such time as a better weighted average is agreed upon or until otherwise mutually agreed upon. All other Terms and Conditions detailed in the County bid are hereby accepted.

Term: June 1, 1999 – November 30, 2000

Volume : As per PSE&G DCQ's

Nymex Settle plus \$0.89/dth.

Accepted by:

Signature:

Township of Willingboro

Date

*5-7-99*

APPLICATION FOR FIRM TRANSPORTATION GAS SERVICE

TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY:

TOWNSHIP of Willingboro

(Customer)

has contracted with PSEG Energy Technologies (Seller - a Qualified Supplier pursuant to Public Service Rate Schedule FT-S) to deliver natural gas to Public Service Electric and Gas Company (Public Service) for subsequent redelivery to customer at

Account Number:

Rate Schedule:

Meter Number:

Meter Number(s) (Optional for Combine Meters):

Under the terms of either RATE SCHEDULE FT-GS OR FT-LV, as applicable. The Daily Contract Quantity (DCQ) of gas that Seller shall be obligated to deliver to Public Service at the Public Service City Gate is based on Customer's most recent twelve months usage of natural gas and is as follows:

DCQ LISTING FOR MOST RECENT 12 MONTHS (SEE NOTE BELOW):

Month	DCQ (Therms)	Month	DCQ (Therms)
January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

NOTE: PSE&G may adjust your DCQ during the year, due to changes in your gas equipment or pattern of usage. Your gas supplier is obligated to deliver your DCQ each day of the month. At the end of each billing period, PSE&G will calculate the difference between your actual usage and your gas supplier's deliveries (the sum of the daily DCQ's) for the billing period (taking into consideration any adjustments from prior months) and will adjust the DCQ in a subsequent month to rectify that difference. This information will be shown on your bill each month.

Acceptance by Public Service of this application shall be effective upon the mailing by Public Service of a letter of acceptance to the Customer and it is understood and agreed that:

(1) Customer shall take and pay for the service in accordance with RATE SCHEDULE FT-GS or FT-LV, as applicable, and the standard terms and conditions referred to therein and in accordance with any changes or modifications thereof as Provided in Section 14 of the Standard Terms and Conditions.

(2) The customer's period of service shall begin upon commencement of deliveries by Public Service and shall expire one year thereafter. This term will be extended for additional one year periods unless the Customer notifies Public Service in writing no less than ninety (90) days prior to such expiration date, or extension thereof, of its intention not to renew.



(3) Customer shall pay Public Service \$ N/A to provide service in accordance with Special Provision (i) or Special Provision (h) respectively for RATE SCHEDULE FT-GS or FT-LV.

(4) This Application supersedes Application dated N/A.

(5) Public Service reserves the right to interrupt or restrict deliveries of gas to customer in accordance with the provisions of either Rate Schedule FT-GS or FT-LV, as applicable, and the Standard Terms and Conditions of its currently in effect Gas Tariff.

(6) Customer and Seller hereby acknowledge that they have current, fully executed agreements with each other to supply natural gas and have such natural gas delivered to PSE&G. Should Customer or Seller wish to substitute, limit, modify, and/or cancel their agreement, Customer or Seller must do so in writing by notifying Public Service in accordance with the terms of Rate Schedules FT-GS, FT-LV, or FT-S, as applicable.

ACCEPTED:

TWR OF Wittingboro  
(Customer \*)

PSEG Energy Technologies

(Rate Schedule FT-S Seller \*\*)

BY 

BY Robert M. Bordone

TITLE TWR MANAGER

TITLE Energy Specialist

DATE 5-7-99

DATE 5/7/99

\* After Customer has executed this Application for Firm Transportation Gas Service Customer should send this application to their qualified Seller.

\*\* Qualified Seller is to execute this Application for Firm Transportation Gas Service, and aggregate it with their other Customer Agreements and send to the appropriate Customer Service Center monthly, so that they are received prior to the tenth (10th) of the month preceding the initiation of this service. The following mailing instructions must be strictly adhered to in order to assure the timely processing of this application.

If the first two (2) digits of the Customer's Account Number begin with 11, 12, 21, 31, or 41 the applications are to be sent to Public Service Electric & Gas Company, P.O. Box 790, Cranford, NJ 07016. If the first two (2) digits of the Customer's Account Number begin with 51, 52, 61, 62 or 64 the applications are to be sent to Public Service Electric & Gas Company, P.O. Box 100, RD 2, Bordentown, NJ 08505.

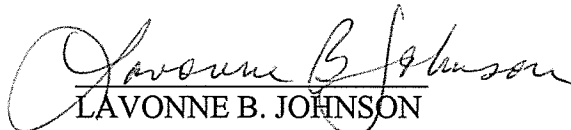
RESOLUTION NO. 1999 – 63

A RESOLUTION AUTHORIZING APPLICATION TO  
DEPARTMENT OF COMMUNITY AFFAIRS FOR  
RECREATIONAL GRANT IN THE AMOUNT OF \$75,000

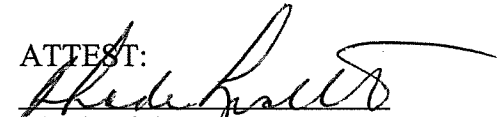
WHEREAS, the Township of Willingboro desires to apply for and obtain A grant/loan from the New Jersey Department of Community Affairs for approximately \$75,000 to carry out a project to provide recreational opportunities to Willingboro Youth.

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 April, 1999, does hereby authorize the application of such a grant/loan; and, upon receipt of the grant/loan agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the grant/loan agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Willingboro and the New Jersey Department of Community Affairs.

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# Township of Willingboro

## *Memorandum*

To: Norton N. Bonaparte Jr., Township Manager  
From: Denise Rose, Deputy Township Manager  
Date: April 27, 1999  
Re: Special legislative grant for recreational programs

As you may recall the Township was awarded a legislative grant to defray the cost of providing recreational programs a to disadvantaged young people in the community.

The Department of Community Affairs required that the Township complete a grant application for the funding that defined the program and its outcomes as well as providing a budget for the grant funds.

After discussing the matter with Harry McFarland, Superintendent of Public Works and Recreation and you, I have written an application for the funding. The funding would be used to supplement the cost of providing teen programs and swimming opportunities to the youth of Willingboro.

I have attached a copy of the application for your review. A resolution authorizing its submission has been submitted to the Township Clerk for Council consideration.

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

**SPECIAL LEGISLATIVE GRANT**

**STATE FISCAL YEAR 1999**

**LOCAL GOVERNMENTAL GRANTEE**

**INFORMATIONAL PACKET**

**SEPTEMBER, 1998**

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

FY '99 SPECIAL LEGISLATIVE GRANT

GRANTEE DATA SHEET

LOCAL GOVERNMENTAL NAME: Township of Willingboro  
(Full Legal Name of the Local Governmental Unit.)

EXECUTIVE DIRECTOR NAME: Norton N. Bonaparte, Jr.

EXECUTIVE DIRECTOR TITLE: Township Manager

ADDRESS: One Salem Road

Willingboro, New Jersey 08046

CHIEF FINANCIAL OFFICER: Joanne Diggs

CONTACT PERSON: Harry W. McFarland

TELEPHONE NUMBER: (609) 871-5700

VENDOR ID #: V 21-6007381  
(Federal ID # - 9 Digits with 2-Digit Extension for Location, if Agency has more than one location.)

PROJECT DURATION: FROM: January 1999 THROUGH: December 1999

ARE OTHER FUNDS TO BE UTILIZED FOR THIS PROJECT? ( X ) YES ( ) NO

IF YES, PLEASE IDENTIFY SOURCES OF ADDITIONAL FUNDING:

( ) FEDERAL \$ 0

( ) STATE \$ 0

( ) PRIVATE CONTRIBUTIONS \$ 0

( ) OTHER \$

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

**FY '99 SPECIAL LEGISLATIVE GRANT**

**PROJECT DESCRIPTION**

**PROJECT DESCRIPTION:**

This project provides recreational & educational opportunities to the juvenile population. The Township offers a variety of programs that offer a chance for the youth of the community to interact with each other in a positive and productive manner. Project programs include, but not limited to, swimming, peer counseling, mentoring, dance, non-league sports, tutoring, acting, art and music. Funding from this grant will be used to provide projects at low or no cost to low- and moderate-income youth. The overall goal of this project is to prevent juvenile delinquency by providing alternatives that increase self esteem and social skills and provide opportunities for continuous self improvement in a leisure context.

**EXPECTED OUTCOME OR BENEFIT OF THE PROJECT:**

The project is expected to broaden the Recreation Department's youth clientele by reaching out to young people who would not otherwise be able to afford to participate.

Additionally, the Township anticipates that the project will deter youth, particularly at risk youth, from participating in inappropriate activities, by providing exciting alternatives that engage and challenge their creativity and intellect while channeling their energy to positive action for themselves and their community.

**SPECIAL LEGISLATIVE GRANT BUDGET  
FY '99**

	<u>STATE</u>	<u>OTHER</u>	<u>TOTAL BUDGET</u>
<b>Personnel</b>			
<u>Swim program (lifeguards &amp; instructor)</u>	<u>\$ 13,404.16</u>	<u>\$ 17,059.84</u>	<u>\$ 30,464.00</u>
<u>Teen Program - Director</u>	<u>                    </u>	<u>33,367.00</u>	<u>33,367.00</u>
<u>Teen Program - Recreation Leaders</u>	<u>33,168.96</u>	<u>42,215.04</u>	<u>75,384.00</u>
<u>Playground Program - Recreation Leaders</u>	<u>17,864.00</u>	<u>22,736.00</u>	<u>40,600.00</u>
Subtotal	<u>\$ 64,437.12</u>	<u>\$ 115,377.88</u>	<u>\$ 179,815.00</u>
Fringes ( %)	<u>\$                    </u>	<u>\$ 22,985.00</u>	<u>\$ 22,985.00</u>
Subtotal (P&F)	<u>\$ 64,437.12</u>	<u>\$ 138,362.88</u>	<u>\$ 192,790.00</u>
<b>Consultants and Contracted Services</b>			
<u>    N/A</u>	<u>\$                    </u>	<u>\$                    </u>	<u>\$                    </u>
Subtotal	<u>\$                    </u>	<u>\$                    </u>	<u>\$                    </u>
<b>Travel</b>			
<u>    N/A</u>	<u>\$                    </u>	<u>\$                    </u>	<u>\$                    </u>
Subtotal	<u>\$                    </u>	<u>\$                    </u>	<u>\$                    </u>

	<u>STATE</u>	<u>OTHER</u>	<u>TOTAL BUDGET</u>
Space Costs and Rentals			
<u>N/A</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Subtotal	<u>\$</u>	<u>\$</u>	<u>\$</u>
Consumable Supplies			
<u>Program Supplies</u>	<u>\$ 10,562.88</u>	<u>\$ 24,437.12</u>	<u>\$ 35,000.00</u>
Subtotal	<u>\$ 10,562.88</u>	<u>\$ 24,437.12</u>	<u>\$ 35,000.00</u>
Rental/Purchase of Equipment			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Subtotal	<u>\$</u>	<u>\$</u>	<u>\$</u>
Other Costs			
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Subtotal	<u>\$</u>	<u>\$</u>	<u>\$</u>
<b>TOTAL BUDGET</b>	<u>\$ 75,000.00</u>	<u>\$ 162,800.00</u>	<u>\$ 227,790.00</u>



RESOLUTION NO. 1999- 64

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 27<sup>th</sup> day of April 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:

1. Township Council	SW	8,250
Township Council	OE	7,090
2. Township Manager	SW	41,250
Township Manager	OE	8,500
3. Township Clerk	SW	25,500
Township Clerk	OE	5,500
4. Receptionist/Comm.	OE	50,000
5. Finance	SW	45,500
Finance	OE	16,000
6. Tax Collection	SW	37,300
Tax Collection	OE	1,000
7. Tax Assessment	SW	22,000
Tax Assessment	OE	5,400
8. Employee Group Insurance	SW	27,500
Employee Group Insurance	OE	250,000
10 Legal Services	SW	14,000

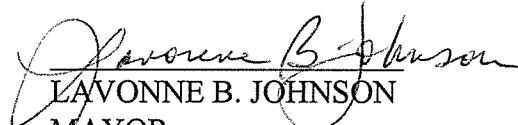
## RES. NO. 1999 – 64

	Legal	OE	33,150
	Public Defender	SW	9,400
	Public Defender	OE	750
11.	Municipal Court	SW	31,500
	Municipal Court	OE	5,700
12	Planning Board	SW	250
	Planning Board	OE	800
13	Zoning Board	SW	450
	Zoning Board	OE	150
14	Construction Official	SW	14,900
	Construction Official	OE	1,500
15	Uniform Fire Safety Act	SW	9,000
	Uniform Fire Safety Act	OE	250
16	Housing Inspection	SW	43,700
	Housing Inspection	OE	20,000
17	Fire Marshall	SW	3,000
	Fire Marshall	OE	400
18	Electric & Plumbing Insp.	SW	24,000
	Electric & Plumbing Insp.	OE	39,000
19	Advisory Board	OE	7,650
21	Fire Company	SW	47,200
	Fire Company	OE	73,700
24	Emergency Squad	OE	8,750
25	Emergency Management	OE	2,500
70	Police	SW	1,370,000
	Police	OE	100,000
80	Animal Regulations	SW	26,500
	Animal Regulations	OE	4,600
35	Public Works Administration	SW	20,000
	Public Works Administration	OE	200
36	Roads and Streets	SW	251,500
	Roads and Streets	OE	75,000
38	Public Buildings and Grounds	SW	35,000
	Public Buildings and Grounds	OE	200,000
39	Street Lighting	OE	150,000
40	Refuse Collection	OE	397,000
42	Recycling	SW	10,500
	Recycling	OE	1,900
44	Township Engineer	OE	3,500
46	Clinical Services	SW	15,000
	Clinical Services	OE	4,500

Res. No. 1999 – 64 cont'd.

47	Public Assistance	SW	12,250
	Public Assistance	OE	2,400
49	Library	SW	12,000
	Library	OE	250,000
50	Recreation	SW	100,200
51	Recreation	OE	65,500
	Public Events	OE	5,500
52	Clean communities	SW	7,700
	Clean communities	OE	2,252
53	Municipal Drug Alliance	OE	5,000
54	Senior Citizen Grant	SW	27,000
55	Handicapped Grant	SW	4,000
61	Social Security	OE	180,000
62	Unemployment	OE	10,000
	TOTAL		4,290,992

---

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST;

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 – 65

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of April, 1999, that:


1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Editor for a term beginning April 1, 1999 and ending March 31, 2000, as set forth specifically in the Agreement, a copy of which is attached hereto.

2. The compensation is fixed at \$1,500.00 per newsletter issue published, with a limit of not more than 10 newsletter issues during the term of the agreement, and subject to approval by the Township Manager.

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Editor of the Township Newsletter.
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 1999, to March 31, 2000, the Independent Consultant agrees to serve as Newsletter Editor for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.
- III. Compensation. During the term of this Agreement, the Independent Consultant shall be compensated at the rate of \$1500.00 for each issue of the Township Newsletter published for which the Independent Consultant has served as Newsletter Editor. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township

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

IV. Equal Opportunity.

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

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

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

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

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

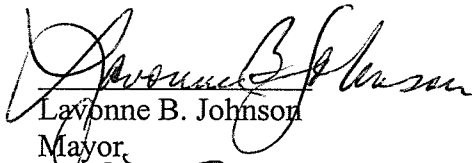
IX. Captions. The captions or the paragraph headings contained in this

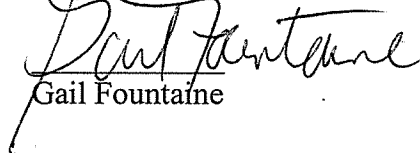
Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

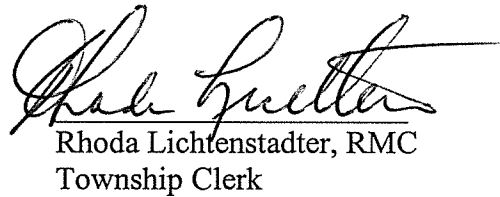
X Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

In Witness Whereof, this Agreement has been executed on this 6<sup>th</sup> day of April, 1999, for the purposes and the term specified herein.

  
Lavonne B. Johnson  
Mayor

  
Gail Fountaine

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# township of Willingboro

MEMO TO: Norton N. Bonaparte, Jr., Township Manager

FROM: Rhoda Lichtenstadter, RMC, Township Clerk *RL*

SUBJECT: Contract for Gail Fontaine

DATE: May 6, 1999

Just a reminder that I need to have a contract to go with the Resolution re-appointing  
Gail Fontaine.

Thank you.

*Rhoda Lichtenstadter*  
*SECRET*  
*PLEASE REVISIONS*  
*PLEASE PREPARE*  
*NEW CONTRACT.*  
*THANK*

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200



# INDEPENDENT CONTRACTOR AGREEMENT

between the  
Township of Willingboro  
and  
Gail Fontaine

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

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

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

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

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

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

I. **Retention of Independent Consultant.** Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Editor of the Township Newsletter.

II. **Term and Services.** During the term of this Agreement, which shall run for a period of one (1) year from the April 1, <sup>99</sup>1998, to March 31, <sup>2000</sup>1999, the Independent Consultant agrees to serve as Newsletter Editor for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.

III. **Compensation.** During the term of this Agreement, the Independent Consultant shall be compensated at the rate of \$1,200.00 for each issue of the Township Newsletter published

1500

for which the Independent Consultant has served as Newsletter Editor. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within 30 days after publication of each issue along with the required voucher.

**IV. Equal Opportunity.**

1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the *New Jersey Law Against Discrimination, 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 Independent Consultant 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 Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

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

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

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

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

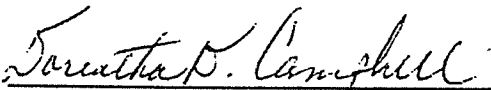
**IX. Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.


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


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

In Witness Whereof, this Agreement has been executed on this 7th day of April, 1986, for the purposes and the term specified herein.

**Township of Willingboro**

  
Doreatha D. Campbell  
Mayor

  
Rhoda Lichtenstadter, RMC  
Township Clerk

  
Gail Fontaine

RESOLUTION NO. 1999 - 66

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

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

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

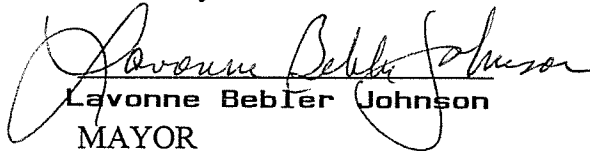
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/24, 1999, that an Executive Session closed to the public shall be held on 4/24, 1999, at 10:30 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 – 67

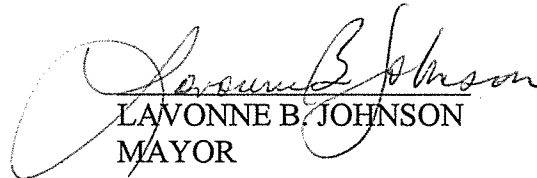
AUTHORIZING MAYOR AND CLERK TO ENTER  
INTO AN AGREEMENT WITH HARLEY DAVIDSON  
OF CAMDEN.

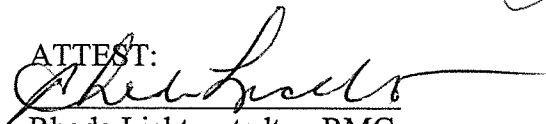
WHEREAS, Harley Davidson Motorcycle, Inc. has agreed to provide, at no cost to the Township, four (4) motorcycles for use by the Willingboro Township Police Department; and

WHEREAS, Harley Davidson, Inc., requires the execution of an Agreement regarding the provision of said motorcycles to the Township,

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 April, 1999, that it is in the best interest of the Township of Willingboro to authorize and execute the attached agreement, and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby Authorized to sign the attached agreement.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

This Contract and Agreement, made and entered into this 27 day of April 1999, between WILLINGBORO TOWNSHIP, a public entity, (Hereinafter referred to as "BUYER"), 1 Salem Road, Willingboro, New Jersey; and HARLEY DAVIDSON OF CAMDEN COUNTY, INC., A New Jersey corporation, (hereinafter referred to as "SELLER"), 600 Black Horse Pike, West Collingswood, New Jersey.

In consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

Commencing in or about April 1999, SELLER will furnish and deliver to the BUYER four (4) new Harley Davidson police motorcycles. The motorcycles will be held by BUYER and housed at the Willingboro Police Department Headquarters in Willingboro, New Jersey for a period of four months. At the expiration of each four month term, said motorcycles must be returned to SELLER and will be repurchased by SELLER and BUYER will be provided with four (4) new Harley Davidson police motorcycles.

IT IS FURTHER AGREED that at the time of delivery of said motorcycles, BUYER shall leave a security deposit with SELLER in the sum of \$500.00 for each motorcycle for a total of \$2,000.00.

IT IS FURTHER AGREED that before removing said motorcycles from the showroom, BUYER shall purchase and maintain complete collision and liability insurance policy on each motorcycle in the minimum amount of \$1000,000/3000,000, with SELLER named as loss payee.

IT IS FURTHER AGREED that all factory scheduled maintenance services must be completed by SELLER and BUYER shall be responsible for the payment of all services.

IT IS FURTHER AGREED that at the expiration of each four month term when the motorcycles are returned to SELLER, said motorcycles must be returned in the same or

substantially the same condition as when originally delivered. So long as this condition is met, the initial security deposit of \$500.00 originally paid for each motorcycle will be automatically transferred to the subsequent terms.

IT IS FURTHER AGREED that should BUYER fail to maintain liability insurance or if any other terms of the Agreement are violated by BUYER, SELLER can request the immediate return of the motorcycles. Any damage to said motorcycles will be the sole responsibility of BUYER.

IT IS FURTHER AGREED that either party herein has the right to terminate this agreement by giving written notice to the other party of such termination. Such notice must be given at least sixty (60) days prior to the beginning of the following four month term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of April 1999.

HARLEY DAVIDSON OF CAMDEN COUNTY

BY: \_\_\_\_\_  
BARBARA BARBIERI, President

\_\_\_\_\_  
Witness

WILLINGBORO TOWNSHIP

Edith M. Baldurs  
Witness

BY: Janice Betty Johnson

RESOLUTION NO. 199:8 - 68

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

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

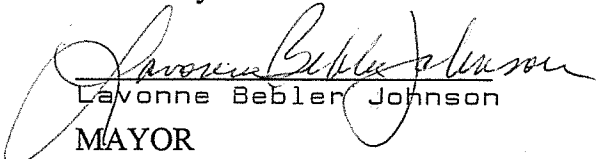
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

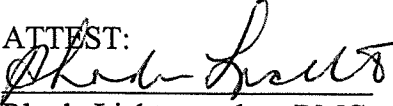
- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required 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 4/27, 1999, that an Executive Session closed to the public shall be held on 4/27, 1999, at 9:55p.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



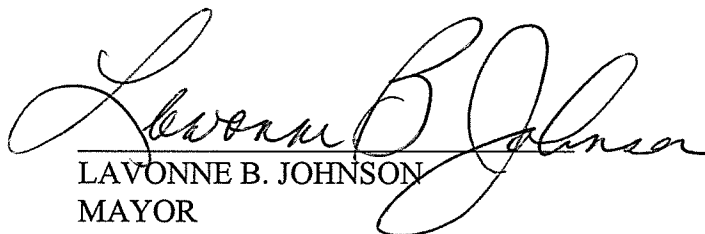
RESOLUTION NO. 1999-69  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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 4<sup>th</sup> day of May, 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

JOSEY, ROBIN JR. & ROSA MARIE 121.24  
11 PILGRIM LANE  
BLOCK 321  
LOT 16  
11 PILGRIM LANE  
OVERPAYMENT TAXES

KAPRAL, WILLIAM & DOROTHY 32.29  
29 BARTLETT LANE  
BLOCK 222  
LOT 30  
29 BARTLETT LANE  
OVERPAYMENT TAXES

S&H ABSTRACT CO 12.76  
454 COLUMBUS ROAD  
BURLINGTON, N.J. 08016  
BLOCK 818  
LOT 71  
66 EAST STOKES ROAD  
OVERPAYMENT TAXES

RESOLUTION NO. 1999 -70

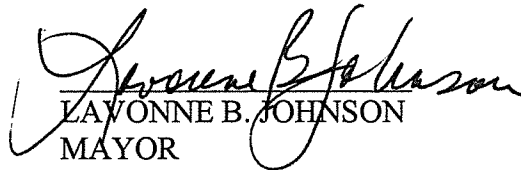
A RESOLUTION AWARDING A CONTRACT TO  
LUCENT TECHNOLOGIES FOR UPGRADE OF  
OF THE TELEPHONE SYSTEM.

WHEREAS, the need exists to upgrade the existing telephone system of the  
Township of Willingboro; and

WHEREAS, LUCENT TECHNOLOGIES is able to provide an adequate  
System, and funds are available as per 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 May, 1999, that  
The Mayor and Clerk are hereby authorized to sign an agreement with Lucent  
Technologies in the amount of \$23,826.10.

BE IT FURTHER RESOLVED, that copies of this resolution and agreement  
Be provided to the Auditor, Finance Director and Lucent Technologies for their  
Information and attention.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

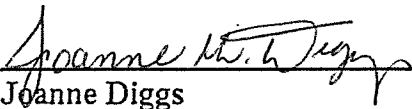
  
Rhoda Lichtenstadter, RMC  
Township Clerk

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

LUCENT TECHNOLOGIES

The money necessary to fund said contract is in the amount of \$ 23,826.10 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0591 C1 22,000 04 0598 CZ 1,826.10 these funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

Lucent Technologies  
Bell Labs Innovations



## Business Product Purchase Agreement Terms and Conditions

Serial # BPA-1- 0074737

Lucent Technologies Inc. ("Lucent") and you, the Customer, agree that the following terms and conditions will govern your order for equipment and software ("Products") and installation, warranty and post warranty services and related services ("Services") referenced in this Agreement. This Agreement consists of an Equipment and Service Order Form (which may be more than one page), these Terms and Conditions and any applicable Lucent Technologies Service Protection Plan document. This Agreement covers Products and Services for use only in the United States.

### I. GENERAL PROVISIONS

1. **CONTRACT PERIOD** - This Agreement will be effective from the date of Lucent's written acceptance until terminated as set forth in Section 17 of this Agreement. If you order post warranty service ("Service Protection Plan") it will commence on the expiration of the applicable warranty period and will be provided for an initial term as specified on the front of this Agreement. Your Service Protection Plan shall be automatically renewed for successive one (1) year terms at the charges and under the terms and conditions applicable to Lucent's standard one year Service Protection Plan agreement at the time of renewal, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term.

2. **ORDERS** - A. Lucent's acceptance of this Agreement is subject to credit approval and to the remittance of an advance payment, progress payments, or other form of security which may be specified by Lucent. Terms and conditions on any non-Lucent form shall not apply.

B. Orders for modifications or additions to the Products acquired hereunder placed after the Delivery Date, or In-Service Date (as applicable) will be governed by the terms and conditions of this Agreement when the order is accepted by Lucent.

3. **CUSTOMER-INSTALLED PRODUCTS** - A. The ("Delivery Date") is the date Lucent delivers the Products to you.

B. Lucent will use its best efforts to deliver the Products on the date scheduled by Lucent and you. If no such date is scheduled, Lucent will schedule delivery based on Lucent's normal Product delivery interval. If you are unable or unwilling to accept delivery on the date Lucent tenders delivery, Lucent will reschedule delivery at a mutually agreeable time. Product prices and Service charges may change if you delay delivery. If you delay delivery by more than thirty (30) days, Lucent may, at its option, cancel the order and bill you for cancellation charges as set forth in Section 17.

C. Shipping charges may be adjusted if you change the location for delivery.

4. **LUCENT-INSTALLED PRODUCTS** - A. For Lucent-installed Products, the ("In-Service Date") is the date Lucent notifies you that the Products are installed in good working order in accordance with Lucent's standard specifications or documentation.

B. Lucent will use its best efforts to begin installation on the date scheduled by Lucent and you. If no such date is scheduled, Lucent will schedule delivery and installation based on Lucent's normal Product delivery and installation intervals. If you are unable or unwilling to have the Products installed on the originally scheduled installation date, Lucent may initiate billing for amounts due hereunder as of the date installation was tendered. Product prices and Service charges may change if you delay delivery or installation by more than thirty (30) days. In such case, you may be billed the Lucent prices or charges in effect on the actual date of installation unless Lucent has elected to initiate billing on the originally scheduled installation date. If you delay delivery or installation by more than thirty (30) days, Lucent may, at its option, cancel the order and bill you for cancellation charges as set forth in Section 17.

C. You agree, at your sole expense, to provide the proper environment and electrical and telecommunications connections for Products. You are responsible for removal of any hazardous material (e.g., asbestos) or correction of any hazardous condition that affects Lucent's performance of services. Services will be delayed until you remove or correct the hazardous condition; Lucent shall not be liable to you as a result of such delays.

D. Installation and shipping charges may be adjusted if you change the installation location.

5. **WIRING** - "Wire" or "wiring" covered by this Agreement includes all gray cable/wire, connecting blocks, cross connect field, Systimax® premises distribution equipment and associated hardware on the customer side of the local exchange company's or common carrier's network interface. "Wire" or "wiring" excludes black cable, riser cable and all other network wiring or facilities such as poles, conduit, local access lines and trunks.

6. **PRICE AND PAYMENT** - A. Lucent will invoice recurring charges in advance and will invoice nonrecurring charges no sooner than the Delivery Date for Customer-installed Products or In-Service Date for Lucent-installed Products, whichever is applicable, unless Lucent renders an invoice sooner pursuant to Sections 2.A. or 4.B. Except for payments due under Section 2.A., payment of invoices is due upon receipt of the invoice. Delinquent payments on any undisputed balance are subject to a late payment charge of: the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. You agree to reimburse Lucent for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

B. If after Lucent accepts this Agreement, Lucent discovers that prices or charges are misstated or omitted, Lucent will notify you of the error and of the correct prices or charges. You will then have the option of canceling this Agreement without incurring a cancellation charge or ratifying the revised Agreement.

C. You shall pay taxes levied upon the sale, transfer of ownership, installation, license or use of Products or Services, unless you provide Lucent with a tax exemption certificate. Excluded are taxes on Lucent's net income.

D. You shall pay all shipping, rigging and other destination charges.

7. **SECURITY INTEREST** - Lucent or its assignee shall have a purchase money security interest in the Products to secure payment of the purchase price and any installation charges until they are paid in full. You agree to execute

11. **THIRD PARTY PRODUCTS** - The decision to acquire hardware, software (in any form), supplies or services from parties other than Lucent ("Third Party Products") is yours, even if Lucent helps you identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, LUCENT IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT YOUR OBLIGATIONS TO LUCENT; any claim that you have in connection with the Third Party Products and any remedies for such claim will be against the supplier of such Third Party Products.

### II. PURCHASED PRODUCTS

12. **WARRANTY** - A. Lucent warrants that during the warranty period the Products will operate in accordance with Lucent's standard specifications or documentation. If a Product does not operate in accordance with Lucent's standard specifications or documentation during the warranty period, you must promptly notify Lucent. Lucent, at its option, will either repair or replace that Product without charge. You have the right, as your exclusive remedy, to return the Product for a refund of the purchase price or license fee if Lucent is unable to repair or replace the Product.

B. The warranty period shall be specified on the Equipment and Service Order Form and shall begin on the Delivery Date for Customer-installed Products or on the In-Service Date for Lucent-installed Products. Lucent's standard warranty period will apply if none is specified.

13. **WARRANTY/SERVICE PROTECTION PLAN EXCLUSIONS** - A. EXCEPT AS STATED IN SECTION 12, LUCENT, ITS SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. The warranty provided in Section 12 and Lucent's Service Protection Plan do not cover repair for damages or malfunctions caused by: (1) actions of non-Lucent personnel or the attachment to the Products of non-Lucent furnished equipment or software; (2) your failure to follow Lucent's installation, operation or maintenance instructions, including your failure to permit Lucent timely remote access to your Products; (3) failure of products not serviced by Lucent; (4) abuse, misuse or negligent acts of non-Lucent personnel; or (5) force majeure conditions as stated in Section 19. In addition, Lucent is not obligated to provide warranty or Lucent's Service Protection Plan if you modify Lucent-provided software for the Products. If you request, Lucent will perform repair or other services not covered by this Agreement to your Lucent products at Lucent's standard rates for such service, e.g., remedial maintenance service provided outside of the coverage period hours you selected will be invoiced to you on a "time and materials" basis.

C. You agree to notify Lucent prior to moving a Product. Additional charges may apply if Lucent incurs additional costs in providing warranty or Lucent's Service Protection Plan as a result of a move or modification of a Product.

D. LUCENT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE PRODUCTS. ALSO, LUCENT DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND LUCENT WILL NOT BE RESPONSIBLE FOR, UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD").

14. **SERVICE PROTECTION PLAN** - A. Lucent's Service Protection Plan includes preventive maintenance as deemed appropriate by Lucent and remedial maintenance, including the replacement of inoperative parts required for Products used under normal operating conditions via express carrier and, if appropriate, the dispatch of a technician to your premises.

B. Certification may be required if you request Service Protection Plan coverage more than sixty (60) days after the expiration of Lucent's warranty. Certification is an inspection by Lucent of the Products at your premises prior to the commencement of Service Protection Plan coverage. Lucent's then current rates for such certification will apply.

C. All similar Products located at the same address must be covered by the same Service Protection Plan coverage option. If you subsequently purchase products ("Added Products") from Lucent or a third party and co-locate those products with the existing ones, those Added Products will be automatically covered under this Agreement. For Added Products purchased from Lucent, Service Protection Plan coverage will be effective upon Lucent's warranty expiration. Added Products purchased from a party other than Lucent are subject to certification by Lucent at Lucent's then current rates for such certification. For Added Products purchased from a third party, Service Protection Plan coverage will be effective immediately after Lucent certifies the Added Products. Service Protection Plan charges for the Added Products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products.

15. **WARRANTY AND SERVICE PROTECTION PLAN COVERAGE AND SUPPORT** - A. PURCHASED OR REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REFURBISHED. Any removed parts and/or Products will become the property of Lucent.

B. Warranty and Service Protection Plan coverage will be in accordance with the option(s) you have selected as listed on the Equipment and Service Order Form. Lucent's standard warranty and Service Protection Plan coverage will apply if none is specified. Lucent's warranty and Service Protection Plan coverage options, and your responsibilities, are described in the Lucent Technologies Service Protection Plan document, which is incorporated by reference into this Agreement.

C. Under Lucent's warranty and Service Protection Plan, Lucent is responsible for damage to the Products (excluding loss or corruption of data records) from power surges.

D. You shall permit Lucent reasonable access to your premises and Products for remedial maintenance service and to inspect Products under normal operating conditions.

16. **TITLE AND RISK OF LOSS** - Title and risk of loss for Customer-installed Products shall remain with the Customer until they are paid in full. Title and risk of loss for Lucent-installed Products shall remain with Lucent until they are paid in full.

**TOWNSHIP OF WILLINGBORO**

**Resolution No. 1999-71**

**A Resolution of the Township Council of the Township of Willingboro Certifying the Amount Necessary to be Appropriated for the 1999-2000 Budget of the Willingboro Township School District.**

**Whereas**, the 1999-2000 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

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

**Whereas**, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 1999-2000 budget, and

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

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 11th day of May, 1999, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 1999-2000 school budget year:

Original Tax Levy appearing on the ballot at the 1999 Annual School Election	\$	17,424,623.00
Amount of Reduction to tax levy for base budget	\$	0.00
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation for school purposes	\$	17,424,623.00

**and**

**Be It Further Resolved** that the reasons for the action of the Township Council are set forth in the attached statement, which is hereby incorporated as a part of this Resolution and it is

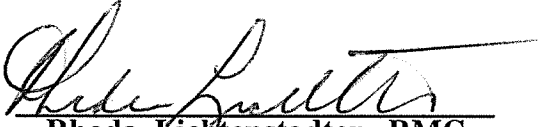
hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

**Be It Further Resolved** that certified copies of this Resolution, including the attached Statement, shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

  
LAVONNE BEBLER JOHNSON  
Mayor

It is hereby certified that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 11, 1999

It is further certified to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 1999-2000 school budget year.

  
Rhoda Lichtenstadter, RMC  
Township Clerk  
Township of Willingboro



# 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.*

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

FROM: Rhoda Lichtenstadter, RMC ,Township Clerk

SUBJECT: Resolution and Statement - 1999-2000 School Budget

DATE: May 14, 1999

---

Enclosed please find a certified copy of Resolution No. 71 - 1999, adopted by Willingboro Township Council at their meeting of May 11, 1999.

Also please find attached to the resolution, a copy of the statement of the Council on the 1999-2000 School Budget.

Rhoda Lichtenstadter, RMC  
Township Clerk  
Enc.



**STATEMENT OF THE  
WILLINGBORO TOWNSHIP COUNCIL  
ON THE  
1999-2000 WILLINGBORO SCHOOL BUDGET**

Since 1972 there have been a total of 28 school budgets submitted to the voters.

The voters have approved 8 of those budgets and have required the Township Council to act on 20 of the annual school budgets. The last budget to receive the approval of the voters was the 1987-1988 school budget.

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

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

The Board of Education must devote resources, including resources from the 1999-2000 budget, to address issues of school security, potential Y2K computer problems, the upgrading of computer functionality and availability in order to meet the standards that are being established for quality education, maintenance of facilities, and the provision of reasonable opportunities for student field trips and education.

In addition, the Board of Education is required to set aside funding within its budget for state mandated Charter Schools and to provide extraordinary funding for students with special needs, both are programs which should properly be funded by the State of New Jersey independently of the already limited funding for public schools. The fact is that children with special needs place the heaviest financial burden on the school budget and an extraordinarily high number of students in the system, approximately 20% of the total enrollment, have been identified as having special needs and requiring programs and expenditures to meet those needs. The Township Council notes that there is a very substantial impact on the school district resulting from the placement of children with special needs in foster homes located in the community. Basic fairness would require the State to undertake the full funding for the educational needs of those children, rather than to leave that burden on the local taxpayer. At the very least, the state funding should be provided whenever the number of children with

special needs within a community exceeds the statewide average for placement in all of New Jersey's municipalities.

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

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

Those criticisms should not become the central focus of the current budget review, especially where most of those issues have been or are being affirmatively addressed by the Board of Education and the School Administration.

It is clear that the citizens of the community understand that major changes have taken place. This year the citizens approved a major bond issue to be used for maintenance of the school facilities and the replacement of roofs which are urgently in need of attention. The members of the Township Council strongly supported that referendum.

When the 1999-2000 school budget was presented to the voters, it was rejected, but by the narrowest margin in memory. Almost 48% of the voters approved the budget.

When the Township Council held a public hearing on the school budget to solicit comments and suggestions from the public, there were very few comments, in contrast to many other years when the budget was placed before the Township Council by the voters. An illustration of the degree of approval by the public is the fact that only three members of the public gave testimony before the Township Council when given the opportunity to do so.

One citizen recommended that the budget be cut, but provided no specifics as to how the cuts could be made without impacting on educational quality. One citizen spoke on the expenditures for the repair of school roofs and questioned those expenditures, but that was the subject of the earlier referendum and was approved by the voters. One citizen spoke in favor of the roof repairs and the budget.

In addition, two members of the Board of Education offered comments at the public hearing. One member of the Board of Education suggested that cuts could be made, but provided no specifics on which the Township Council could rely. One member of the Board of Education recommended that no cuts be made.

While the rejection of the school budget by the voters requires the Township Council to review the school budget and to certify the amount to be raised locally in order to provide a thorough and efficient system of public schools in Willingboro, there is certainly no mandate from the voters for major reductions.

The members of the Board of Education who are elected to govern the school system and to determine the needs of the school system were substantially united in support of the budget.

The Township Council has been impressed with the efforts being made and the fiscal controls being exercised by the Board of Education and the School Administration.

It is not the role of the Township Council to micromanage the school district and we have no intention of doing so.

The Township Council, however, has one advantage over the Board of Education in the budgetary process. The Board of Education must act on the budget in early March, when the current school year is only two-thirds through. The Township Council acts on the Budget in May when the school year is almost over.

The presentation of the school budget to the Township Council by the School Business Administrator was exceptionally thorough and understandable this year. It is also clear that the members of the Board of Education have put in the effort to understand and direct the school budget.

While it might be possible to make some reductions in the free unappropriated balance, there is also the identified need of the School Administration to make expenditures to address issues of school security and to provide additional funds for the maintenance of facilities and to provide for early childhood education.

The Township Council appreciates the candid and professional approach to the issues from the Board of Education and the School Administration. We are not inclined to make a major reduction in the budget.

The Township Council has determined that the sum of \$ 17,424,623.00 is necessary for the provision of a thorough and efficient system of public schools in the Willingboro School District.

RESOLUTION NO. 1999 – 72

A RESOLUTION ACCEPTING A GRANT FROM THE  
HAZARDOUS DISCHARGE SITE REMEDIATION FUND  
MUNICIPAL PROGRAM THROUGH THE NEW JERSEY  
ECONOMIC DEVELOPMENT AUTHORITY AND THE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION.


WHEREAS, the Township of Willingboro has applied for and has  
Received a grant in the amount of \$76,751.00 from the Hazardous Discharge Site  
Remediation Fund Municipal Grant Program through the Department of Environmental  
Protection and the New Jersey Economic Development Authority for the preliminary  
Assessment and site investigation of the Willingboro Shopping Plaza property.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 15<sup>th</sup> day of May, 1999,  
that the above referenced grant is hereby accepted and the Mayor is hereby authorized to  
execute grant documents as the representative for the Township of Willingboro.

BE IT FURTHER RESOLVED, that a certified copy of the Resolution be  
Forwarded to the New Jersey Economic Development Authority.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Edith Baldwin  
Deputy

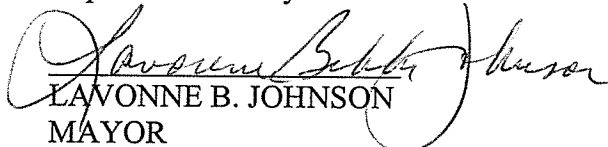
RESOLUTION NO. 1999 – 73

A RESOLUTION ACCEPTING A LOAN FROM THE  
PETROLEUM UNDERGROUND STORAGE TANK  
REMEDATION, UPGRADE AND CLOSURE FUND  
MUNICIPAL PROGRAM THROUGH THE N.J.  
ECONOMIC DEVELOPMENT AUTHORITY AND THE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION.

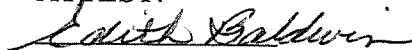
WHEREAS, the Township of Willingboro has applied for and has received a  
Loan in the amount of \$61,030.00 from the Petroleum Underground Storage Tank  
Remediation, Upgrade and Closure Fund Municipal Loan Program through the  
Department of Environmental Protection and the New Jersey Economic Development  
Authority for the closure of six underground storage tanks located on three separate  
Township of Willingboro properties;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in Public session this 15<sup>th</sup> day of May, 1999, that  
The above referenced loan is hereby accepted and the Mayor is hereby authorized to  
Execute loan documents as the representative for the Township of Willingboro.

BE IT FURTHER RESOLVED, that a certified copy of the resolution be  
Forwarded to the New Jersey Economic Development Authority.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Edith Baldwin  
Deputy

**RESOLUTION**

A RESOLUTION ACCEPTING A LOAN FROM THE PETROLEUM UNDERGROUND STORAGE TANK REMEDIATION, UPGRADE AND CLOSURE FUND MUNICIPAL PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Township of Willingboro has applied for and has received a loan in the amount of \$61,030.00 FROM THE Petroleum Underground Storage Tank Remediation, Upgrade and Closure Fund Municipal Loan Program through the Department of Environmental Protection and the New Jersey Economic Development Authority for the closure of six underground storage tanks located on three separate Township of Willingboro properties;


NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Willingboro that the above referenced loan is hereby accepted and the Mayor is hereby authorized to execute loan documents as the representative for the Township of Willingboro.

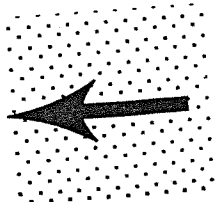
BE IT FURTHER RESOLVED that a certified copy of the Resolution be forwarded to the New Jersey Economic Development Authority.

[seal]

Adopted by Township Council:

Attest:

  
Layonne B. Johnson, Mayor (date)



\_\_\_\_\_  
Clerk

Resolution No. 1999 - 74

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE NECESSARY DOCUMENTS TO SUBORDINATE A MORTGAGE FROM MICHAEL A. MACALUSO, SR. TO THE TOWNSHIP OF WILLINGBORO TO A MORTGAGE FROM MICHAEL A. MACALUSO, SR. TO COLUMBIA SAVINGS BANK

WHEREAS, Michael A. Macaluso, Sr., executed a note and mortgage to the Township of Willingboro, dated October 29, 1998, to serve as a performance guarantee and a maintenance guarantee, and


WHEREAS, it was the intention of Michael A. Macaluso, Sr., and the Township of Willingboro that the mortgage to the Township of Willingboro would be subordinate to the primary financing and mortgage on the subject property, and

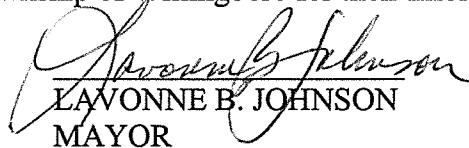
WHEREAS, Michael A. Macaluso, Sr., is obtaining financing on the subject expansion project which will result in the cancellation of the existing first mortgage on the property and the recording of a new first mortgage on the property, and

WHEREAS, it is necessary and appropriate that the mortgage to the Township of Willingboro be subordinate to the new financing through Columbia Savings Bank,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1999, that the Mayor and Clerk be and hereby are authorized to execute the documents entitled "Postponement of Mortgage" and "Subordination Agreement" so that the mortgage from Michael A. Macaluso, Sr. to the Township of Willingboro dated October 29, 1998, will be subordinate to the mortgage about to be executed by Michael A. Macaluso, Sr. to Columbia Savings Bank in an amount not to exceed \$1,100,000.00, and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Michael A. Macaluso, Sr., Columbia Savings Bank and to the Chief Financial Officer of the Township of Willingboro for their information and attention.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

  
LAVONNE B. JOHNSON  
MAYOR

From: "William Kearns" <wjk@bellatlantic.net>  
Return-path: <wjk@bellatlantic.net>  
To: "James E. Ayrer" <JimAyrer@aol.com>,  
"Norton N. Bonaparte Jr." <NBonapar2@aol.com>,  
Lavonne Bebler Johnson <lbeblerj@bellatlantic.net>,  
William Kearns <wjk@bellatlantic.net>,  
"Jeffrey E. Ramsey" <JRamsey944@aol.com>,  
Denise Rose <Dealiarose@aol.com>,  
"Paul L. Stephenson" <pls@philly.infi.net>,  
Rhoda Lichtenstadter RMC <rholicht@juno.com>,  
Eddie Campbell <gunghoeddie@netscape.net>, Edward Hovatter <ejhkmh@aol.com>  
Cc: Edward Hovatter <ejhkmh@aol.com>  
Date: Tue, 18 May 1999 14:27:05 -0400  
Subject: Riverview Sportswear  
Message-ID: <199905181829.OAA11533@smtp-out1.bellatlantic.net>  
X-Status: Read  
X-Mailer: Microsoft Outlook Express Macintosh Edition - 4.5 (0410)

I have been contacted by the Attorney for Riverview Sportswear who advises that they are moving forward with their final mortgage financing on the expansion project - with a closing on the mortgage this Thursday.

The bank, Columbia Savings & Loan has noted that they gave a 2nd mortgage to the Township to secure the performance guarantee and the maintenance guarantee.

It seems that with the final mortgage financing the existing 1st mortgage will be cancelled, so that the mortgage to the Township would automatically move into 1st place, although it was the intention that it would be subordinate to the primary financing.

The bank has asked that the Township agree to subordinate its mortgage to the primary financing and I have the documents to accomplish that.

It is not an unusual request and I have been involved in many transactions over the years where subordination agreements have been part of the documentation.

I have reviewed the documents and recommend that the Council authorize the execution of the documents.

The following Resolution will authorize the execution of the documents, and I ask that Rhoda prepare the actual Resolution, which she can simply clip out of this e-mail.

In addition, I have been advised that Mr. Macaluso is very interested in building an office building on the adjacent lot that he also owns [between Riverview Sportswear and Methode Electronics]. One of the issues on that is that the County will probably not allow an additional curb cut on Rancocas Road and some variances may be needed to allow that lot to have access across the Riverview Sportswear lot.



It seems to me that some amendment to the zoning ordinance to allow the office use may be needed and that appropriate development standards will need to be included in the ordinance.

I have suggested that Ed Hovatter, the attorney for Riverview, contact Mr. Bonaparte to arrange an informal meeting to involve the Mayor & Deputy Mayor, the Township Manager, the Township Engineer, the Chairman of the Planning Board, the Township Planning Consultant and myself.

Since the meeting will involve the Township's Professional staff, it would be appropriate for Riverview to authorize the use of their existing escrow deposit to cover the professional fees involved.

Call me if you have any questions.

TOWNSHIP OF WILLINGBORO

Resolution No. \_\_\_\_\_

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE NECESSARY DOCUMENTS TO SUBORDINATE A MORTGAGE FROM MICHAEL A. MACALUSO, SR. TO THE TOWNSHIP OF WILLINGBORO TO A MORTGAGE FROM MICHAEL A. MACALUSO, SR. TO COLUMBIA SAVINGS BANK

WHEREAS, Michael A. Macaluso, Sr., executed a note and mortgage to the Township of Willingboro, dated October 29, 1998, to serve as a performance guarantee and a maintenance guarantee, and

WHEREAS, it was the intention of Michael A. Macaluso, Sr., and the Township of Willingboro that the mortgage to the Township of Willingboro would be subordinate to the primary financing and mortgage on the subject property, and

WHEREAS, Michael A. Macaluso, Sr., is obtaining financing on the subject expansion project which will result in the cancellation of the existing first mortgage on the property and the recording of a new first mortgage on the property, and

WHEREAS, it is necessary and appropriate that the mortgage to the Township of Willingboro be subordinate to the new financing through Columbia Savings Bank,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1999, that the Mayor and Clerk be and hereby are authorized to execute the documents entitled "Postponement of Mortgage" and "Subordination Agreement" so that the mortgage from Michael A. Macaluso, Sr. to the Township of Willingboro dated October 29, 1998, will be subordinate to the mortgage about to be

executed by Michael A. Macaluso, Sr. to Columbia Savings Bank in an amount not to exceed \$1,100,000.00, and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Michael A. Macaluso, ,Sr., Columbia Savings Bank and to the Chief Financial Officer of the Township of Willingboro for their information and attention.

---

LAVONNE BEBLER JOHNSON  
Mayor

Certified to be a true copy of a Resolution adopted by the Township Council of the Township of Willingboro on May 18, 1999.

---

RHODA LICHTENSTADTER, R.M.C.  
Township Clerk

SUBORDINATION AGREEMENT

INDIVIDUAL CORPORATION PARTNERSHIP

Columbia Savings Bank Fair Lawn, New Jersey

Please be informed that Michael A. Macaluso, Sr. (hereinafter called the "Debtor") is now indebted to the undersigned in the following exclusive principal amount(s):

\$313,000.00 by Mortgage & Note dated October 29, 1998, recorded November 19, 1998, in Mortgage Book 7440, Page 56 said amount to be reduced to \$46,950.00 on or before April 6, 2001

(hereinafter called the "Subordinated Debt"), and that the undersigned does not hold any promissory note(s) or other negotiable instrument(s) evidencing any of the Subordinated Debt, or any collateral or other security for the payment thereof, except as follows:

The filed Mortgage of October 29, 1998 and the Note of even date

and that no rights or interests in or to all or any of the Subordinated Debt has heretofore been assigned, encumbered or subordinated.

For and in consideration of any existing indebtedness or other liability of the Debtor to you and/or in order to induce you, acting in your discretion in each instance, to make loans or otherwise to give, grant or extend credit at any time or times to the Debtor, the undersigned hereby agrees: (1) to SUBORDINATE, and does hereby subordinate, the payment by the Debtor of the Subordinated Debt, together with any and all interest accrued or to accrue thereon, to the payment to you of any and all indebtedness, direct or contingent, for which the Debtor may now or hereafter be under obligation to you; (2) not to ask, demand, sue for, take or receive all or any part of the Subordinated Debt, or any interest thereon, unless or until any and all indebtedness of the Debtor to you, whether now existing or hereafter arising, shall have been fully paid and discharged; (3) that, if any payment(s) is (are) made on account of the Subordinated Debt, contrary to the terms of this agreement, each and every amount so paid will be forthwith paid to you to be credited and applied in your discretion upon any indebtedness (principal and/or interest, as you may elect) then owing to you by the Debtor, whether matured or unmatured; (4) that, upon any distribution of the assets or readjustment of indebtedness of the Debtor, whether by reason of reorganization, liquidation, dissolution, bankruptcy, receivership, assignment for the benefit of creditors, or any other action or proceeding involving the readjustment of all or any of the Subordinated Debt, or the application of assets of the Debtor to the payment or liquidation thereof, either in whole or in part, you shall be entitled to receive payment in full of any and all indebtedness then owing to you by the Debtor prior to the payment of all or any of the Subordinated Debt, and in order to enable you to assert and enforce your rights hereunder in any such action or proceeding, or upon the happening of any such event, you are hereby irrevocably authorized and empowered, in your discretion, to make and present, for and on behalf of the undersigned, such proofs or claims against the Debtor on account of all or any of the Subordinated Debt as to you may seem advisable, and to receive and collect any and all dividends or other payments or disbursements made thereon, and to apply same on account of any indebtedness (principal and/or interest, as you may elect) owing to you by the Debtor; (5) to execute and deliver to you such assignment(s) or other instrument(s) as may be requested by you in order to enable you to enforce your rights hereunder and to collect any and all dividends or other payments or disbursements which may be made at any time on account of all or any of the Subordinated Debt so long as this agreement remains in effect; (6) not to transfer, assign, encumber or subordinate at any time while this agreement remains in effect, any right, claim or interest of any kind in or to any of the Subordinated Debt, either principal or interest, unless such is done expressly subject to the terms and provisions of this agreement, and that if all or any of the Subordinated Debt is evidenced by any note or other negotiable instrument there shall be promptly placed thereon a legend reciting that same is subject to this agreement, and (7) that you may at any time(s) in your discretion renew or extend the time of payment of all or any existing or future indebtedness or obligations of the Debtor to you and/or waive any rights or release any collateral relative thereto at any time(s), and in reference thereto to make and enter into such agreement(s) as to you may seem proper or desirable, without notice to or further assent of the undersigned, all without in any manner impairing or affecting this agreement or any of your rights hereunder.

This is a continuing agreement and shall remain in full force and effect and be binding upon the undersigned, and the heirs, legal representatives, successors or assigns of the undersigned, until receipt by you of written notice from the undersigned, or from any legal representative, successor or assign of the undersigned, to the effect that it has been terminated or revoked, it being understood that any such notice shall be effective only with respect to any indebtedness or obligations of the Debtor incurred to you after the receipt of such notice by you.

This agreement shall be deemed to be made under and shall be governed by the laws of the State of New Jersey in all respects, including matters of construction, validity and performance, and it is understood and further agreed that none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

IN WITNESS WHEREOF, this instrument has been duly signed this 18 day of May, 1999

APPROVED AND AGREED BY "DEBTOR"

Signature of Rhoda Lichtenstadter, RMC Township Clerk

Acknowledgment to be used by INDIVIDUAL(S)

State of New Jersey }  
County of Burlington } ss.:

On the 18 day of May, 1999, before me personally came \_\_\_\_\_, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that he (she) executed the same.

(Notary's Seal to be affixed)

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Acknowledgment to be used by CORPORATION

State of New Jersey }  
County of Burlington } ss.:

On the 18th day of May, 1999, before me personally came LAVONNE B. JOHNSON to me known, who, being by me duly sworn, did depose and say that he (she) knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he (she) signed his (her) name thereto by like order.

(Notary's Seal to be affixed)

  
RHODA LICHTENSTADTER

Notary Public, County of Burlington  
RHODA I. LICHTENSTADTER  
My Commission Expires NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 22, 2003

## POSTPONEMENT OF MORTGAGE

This Postponement is made on May 18, 1999,

**BETWEEN** the Mortgage Holder(s)

Township of Willingboro

whose address is One Salem Road, Willingboro, New Jersey 08046

referred to as "I",

**AND** the New Lender(s)

Columbia Savings Bank, its successors and/or assigns as their interests may appear,

whose address is White Horse & Echelon Roads, P.O. Box 1645, Voorhees, New Jersey 08043

referred to as "You".

If there is more than one Mortgage Holder, the word "I" shall mean "We".

**Present Mortgage.** I hold a mortgage (referred to as the "present mortgage"). The present mortgage is dated October 29, 1998, and was made by Michael A. Macaluso, Sr. One Ironside Court, Willingboro, New Jersey 08046

to The Township of Willingboro  
One Salem Road  
Willingboro, New Jersey 08046

I also hold the note, bond or other agreement for payment that is secured by the present mortgage. The present mortgage covers property located in the Township of Willingboro and State of New Jersey. This present mortgage was recorded on November 19, 1998, in the office of the County Recording Officer of Burlington County, New Jersey in book 7440 of mortgages on page 56. The original amount of the present mortgage was \$ 313,000.00 to be reduced to \$46,950.00 upon the completion of a 28,800 s.f. addition to the mortgaged property which shall remain in full force and effect for a period of two (2) years from the time of completion of construction or no later than April 6, 2001

**New Mortgage.** You are about to make a loan in the principal amount of \$ 1,084,000.00 which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

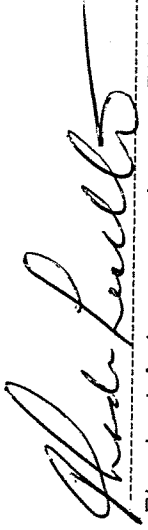
**Postponement.** The present mortgage will be subject, subordinate and inferior in priority to the new mortgage. This includes all renewals and extensions of the new mortgage. I have been paid \$ 1.00 for making this Postponement.

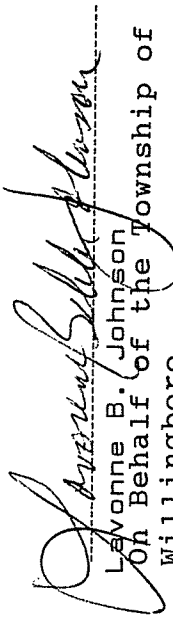
**Continuing Effect.** This Postponement changes only the priority of the present mortgage. The present mortgage remains in effect in all other respects.

**Who is Bound.** This Postponement is binding upon me and all who succeed to my rights as holder of the present mortgage.

**Signatures.** I agree to this Postponement. If this Postponement is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:


  
Rhoda Lichtenstader, RMC  
Township Clerk

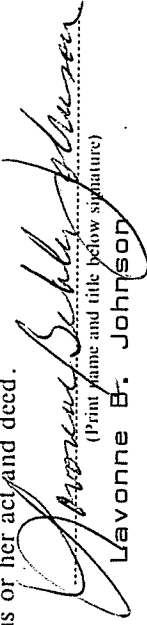
  
Lavonne B. Johnson  
On Behalf of the Township of  
Willingboro (Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF **BURLINGTON** SS.:  
I CERTIFY that on May 18th, 1999

Lavonne B. Johnson personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):  
(a) is named in and personally signed this document; and  
(b) signed, sealed and delivered this document as his or her act and deed.

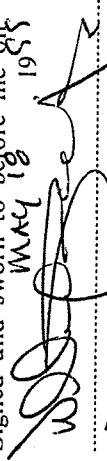
Prepared by:   
N.J.S.A. 46:15-13 (Print signer's name below signature)

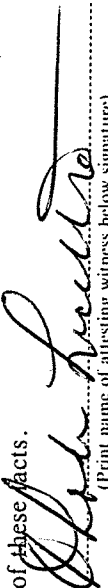
  
Lavonne B. Johnson  
(Print name and title below signature)


Edward J. Hovatter, Esquire,  
An Attorney at Law of the State of New Jersey  
STATE OF NEW JERSEY, COUNTY OF

I CERTIFY that on May 18, 1999 SS.:

personally came before me, and this person acknowledged under oath, to my satisfaction, that:  
(a) this person is the Mayor ~~xxxxxx~~ of the Township of Willingboro  
the municipal ~~xxx~~ corporation named in this document;  
(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;  
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;  
(d) this person knows the proper seal of the corporation which was affixed to this document; and  
(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on  
MAY 18 1999  
  
Edward J. Hovatter, Esquire  
Attorney at Law of N.J.

  
Rhoda Lichtenstader  
(Print name of attesting witness below signature)

Prepared by:   
Edward J. Hovatter  
N.J.S.A. 46:15-13 (Print signer's name below signature)

Edward J. Hovatter, Esquire

POSTPONEMENT OF MORTGAGE

Township of Willingboro

*Holder(s),*

AND

Columbia Savings Bank

*Lender(s).*

*Dated: May*

*, 19 99*

**EDWARD J. HOVATTER  
ATTORNEY AT LAW**

ONE IRONSIDE COURT  
WILLINGBORO, NJ 08046  
PHONE: (609) 871-8888  
FAX: (609) 871-8889

541 BARTRAM ROAD  
MOORESTOWN, NJ 08057  
WORKSTATION: (609) 727-7258

**REPLY TO WILLINGBORO**

**FAX TRANSMISSION SHEET**

TO: William Cahill, Esquire  
William Kearns, Esquire

FROM: Edward J. Hovatter

DATE: May 17, 1999

RE: Columbia Savings Bank to Michael A. Macaluso, Sr.

NUMBER OF PAGES: 6 (Includes Cover)

COMMENTS:

Gentlemen,

Attached are the documents regarding the above matter scheduled for settlement on May 20, 1999 at 10:00 am. It is my understanding from Mr. Kearns that the documents must be approved by town council tomorrow evening. I am simultaneously submitting the documents to Mr. Cahill for his review and approval on behalf of Columbia Savings Bank.

If there are any problems, comments or questions, would you please contact me at your earliest opportunity.

NOTE: THE DATA TRANSMITTED HERewith BY EDWARD J. HOVATTER, ESQUIRE IS INTENDED FOR THE INDIVIDUAL OR COMPANY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT THE SENDER IMMEDIATELY. THANK YOU

EJH



### SUBORDINATION AGREEMENT

INDIVIDUAL  
CORPORATION  
PARTNERSHIP

**Columbia Savings Bank**  
Fair Lawn, New Jersey

Please be informed that Michael A. Macaluso, Sr. (hereinafter called the "Debtor") is now indebted to the undersigned in the following exclusive principal amount(s):

\$313,000.00 by Mortgage & Note dated October 29, 1998, recorded November 19, 1998, in Mortgage Book 7440, Page 56 said amount to be reduced to \$46,950.00 on or before April 6, 2001

(hereinafter called the "Subordinated Debt"), and that the undersigned does not hold any promissory note(s) or other negotiable instrument(s) evidencing any of the Subordinated Debt, or any collateral or other security for the payment thereof, except as follows:

The filed Mortgage of October 29, 1998 and the Note of even date

and that no rights or interests in or to all or any of the Subordinated Debt has heretofore been assigned, encumbered or subordinated.

For and in consideration of any existing indebtedness or other liability of the Debtor to you and/or in order to induce you, acting in your discretion in each instance, to make loans or otherwise to give, grant or extend credit at any time or times to the Debtor, the undersigned hereby agrees: (1) to SUBORDINATE, and does hereby subordinate, the payment by the Debtor of the Subordinated Debt, together with any and all interest accrued or to accrue thereon, to the payment to you of any and all indebtedness, direct or contingent, for which the Debtor may now or hereafter be under obligation to you; (2) not to ask, demand, sue for, take or receive all or any part of the Subordinated Debt, or any interest thereon, unless or until any and all indebtedness of the Debtor to you, whether now existing or hereafter arising, shall have been fully paid and discharged; (3) that, if any payment(s) is (are) made on account of the Subordinated Debt, contrary to the terms of this agreement, each and every amount so paid will be forthwith paid to you to be credited and applied in your discretion upon any indebtedness (principal and/or interest, as you may elect) then owing to you by the Debtor, whether matured or unmatured; (4) that, upon any distribution of the assets or readjustment of indebtedness of the Debtor, whether by reason of reorganization, liquidation, dissolution, bankruptcy, receivership, assignment for the benefit of creditors, or any other action or proceeding involving the readjustment of all or any of the Subordinated Debt, or the application of assets of the Debtor to the payment or liquidation thereof, either in whole or in part, you shall be entitled to receive payment in full of any and all indebtedness then owing to you by the Debtor prior to the payment of all or any of the Subordinated Debt, and in order to enable you to assert and enforce your rights hereunder in any such action or proceeding, or upon the happening of any such event, you are hereby irrevocably authorized and empowered, in your discretion, to make and present, for and on behalf of the undersigned, such proofs or claims against the Debtor on account of all or any of the Subordinated Debt as to you may seem advisable, and to receive and collect any and all dividends or other payments or disbursements made thereon, and to apply same on account of any indebtedness (principal and/or interest, as you may elect) owing to you by the Debtor; (5) to execute and deliver to you such assignment(s) or other instrument(s) as may be requested by you in order to enable you to enforce your rights hereunder and to collect any and all dividends or other payments or disbursements which may be made at any time on account of all or any of the Subordinated Debt so long as this agreement remains in effect; (6) not to transfer, assign, encumber or subordinate at any time while this agreement remains in effect, any right, claim or interest of any kind in or to any of the Subordinated Debt, either principal or interest, unless such is done expressly subject to the terms and provisions of this agreement, and that if all or any of the Subordinated Debt is evidenced by any note or other negotiable instrument there shall be promptly placed thereon a legend reciting that same is subject to this agreement, and (7) that you may at any time(s) in your discretion renew or extend the time of payment of all or any existing or future indebtedness or obligations of the Debtor to you and/or waive any rights or release any collateral relative thereto at any time(s), and in reference thereto to make and enter into such agreement(s) as to you may seem proper or desirable, without notice to or further assent of the undersigned, all without in any manner impairing or affecting this agreement or any of your rights hereunder.

This is a continuing agreement and shall remain in full force and effect and be binding upon the undersigned, and the heirs, legal representatives, successors or assigns of the undersigned, until receipt by you of written notice from the undersigned, or from any legal representative, successor or assign of the undersigned, to the effect that it has been terminated or revoked, it being understood that any such notice shall be effective only with respect to any indebtedness or obligations of the Debtor incurred to you after the receipt of such notice by you.

This agreement shall be deemed to be made under and shall be governed by the laws of the State of New Jersey in all respects, including matters of construction, validity and performance, and it is understood and further agreed that none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

IN WITNESS WHEREOF, this instrument has been duly signed this \_\_\_\_\_ day of May, 1999

APPROVED AND AGREED BY "DEBTOR"

Lavonne B. Johnson, Mayor

Rita Lichtenstadt, Clerk

Acknowledgment to be used by INDIVIDUAL(S)

State of New Jersey }  
County of \_\_\_\_\_ } ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally came \_\_\_\_\_, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that he (she) executed the same.

(Notary's Seal to be affixed)

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Acknowledgment to be used by CORPORATION

State of New Jersey }  
County of Burlington } ss.:

On the 18<sup>th</sup> day of May, 1999, before me personally came Laurie B Johnson to me known, who, being by me duly sworn, did depose and say that he (she) knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he (she) signed his (her) name thereto by like order.

(Notary's Seal to be affixed)

Rhoda Goldustat  
\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## POSTPONEMENT OF MORTGAGE

This Postponement is made on May 18, 1999.

**BETWEEN** the Mortgage Holder(s)

Township of Willingboro

whose address is One Salem Road, Willingboro, New Jersey 08046

referred to as "I",

**AND** the New Lender(s)

Columbia Savings Bank, its successors and/or assigns as their interests may appear,

whose address is White Horse & Echelon Roads, P.O. Box 1645, Voorhees, New Jersey 08043

referred to as "You".

If there is more than one Mortgage Holder, the word "I" shall mean "We".

**Present Mortgage.** I hold a mortgage (referred to as the "present mortgage"). The present mortgage is dated October 29, 1998, and was made by Michael A. Macaluso, Sr., One Ironside Court, Willingboro, New Jersey 08046

to The Township of Willingboro  
One Salem Road  
Willingboro, New Jersey 08046

I also hold the note, bond or other agreement for payment that is secured by the present mortgage. The present mortgage covers property located in the Township of Willingboro and State of New Jersey. This present mortgage was recorded on November 19, 1998, in the office of the County Recording Officer of Burlington County, New Jersey in book 7440 of mortgages on page 56. The original amount of the present mortgage was \$ 313,000.00 to be reduced to \$46,950.00 upon the completion of a 28,800 s.f. addition to the mortgaged property which shall remain in full force and effect for a period of two (2) years from the time of completion of construction or no later than April 6, 2001

**New Mortgage.** You are about to make a loan in the principal amount of \$ 1,084,000.00, which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

**Postponement.** The present mortgage will be subject, subordinate and inferior in priority to the new mortgage. This includes all renewals and extensions of the new mortgage. I have been paid \$ 1.00 for making this Postponement.

**Continuing Effect.** This Postponement changes only the priority of the present mortgage. The present mortgage remains in effect in all other respects.

**Who is Bound.** This Postponement is binding upon me and all who succeed to my rights as holder of the present mortgage.

**Signatures.** I agree to this Postponement. If this Postponement is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

*Rhoda Wickertastfel,  
Township Clerk*

\_\_\_\_\_  
*LAVONNE B JOHNSON, Mayor*  
On Behalf of the Township of  
Willingboro (Seal)

STATE OF NEW JERSEY, COUNTY OF **BURLINGTON**  
I CERTIFY that on *May 18<sup>th</sup>*, 1999

SS.:

*Lavonne B. Johnson*

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):  
(a) is named in and personally signed this document; and  
(b) signed, sealed and delivered this document as his or her act and deed.

Prepared by:

\_\_\_\_\_  
N.J.S.A.46:15-13 (Print signer's name below signature)

*LAVONNE B. JOHNSON*  
\_\_\_\_\_  
(Print name and title below signature)

Edward J. Hovatter, Esquire,  
An Attorney at Law of the State of New Jersey  
STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on *May 18*, 1999,  
*Rhoda Wickertastfel*

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

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

Signed and sworn to before me on  
*May 18*, 1999.

\_\_\_\_\_  
*Rhoda Wickertastfel*  
(Print name of attesting witness below signature)

Prepared by:

*William John Keans, Jr*  
*Attorney at Law of NJ*

\_\_\_\_\_  
N.J.S.A.46:15-13 (Print signer's name below signature)

Edward J. Hovatter, Esquire

POSTPONEMENT OF MORTGAGE

Township of Willingboro

*Holder(s),*

AND

Columbia Savings Bank

*Lender(s).*

*Dated: May* , 19 99

RESOLUTION NO. 1999 - 75

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

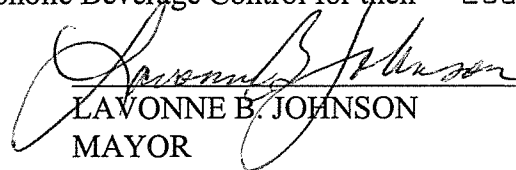
WHEREAS, it appears that the applications and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1999, that the Township Council makes the following findings.

- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant clubs are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 AND 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33: and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Levittown Memorial Post #4914 VFW, #0338-31-002-001, The Sacred Heart Council #5337, Knights of Columbus, #0338-31-003-002, and Foster Military Lodge, Temple Association, #0338-31-004-001, for the period July 1, 1999 through June 30, 2000; and

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

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC, Twp. Clerk

RESOLUTION NO. 1999 - 76

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

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

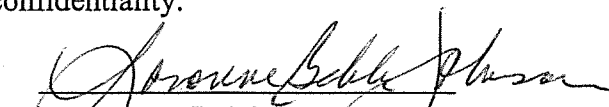
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 18, 1999, that an Executive Session closed to the public shall be held on May 18, 1999, at 9:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Lavonne Bebler Johnson  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 77

A RESOLUTION ALLOWING THE USE OF THE  
TOWNSHIP SEAL BY THE W.M.U.A.

WHEREAS, the use of the Township Seal of the Township of Willingboro is protected by copyright registration; and

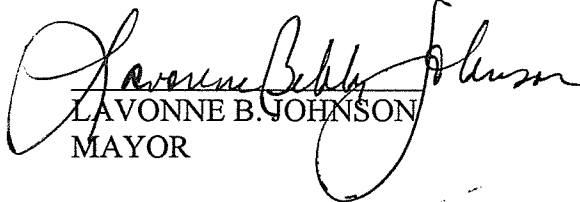
WHEREAS, the use of the Township Seal by any entity other than the Township of Willingboro is permissible only with permission granted by the Township Council of the Township of Willingboro; and

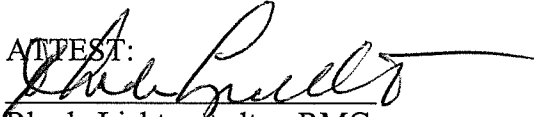
WHEREAS, the W.M.U.A. is a public entity performing a governmental service in the Township of Willingboro; and

WHEREAS, the W.M.U.A. has requested permission to use the Township Seal of the Township of Willingboro in its official capacity,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25<sup>th</sup> day of May, 1999, that permission is hereby granted to the W.M.U.A. for the use of the Township Seal of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the W.M.U.A. for their information and attention.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

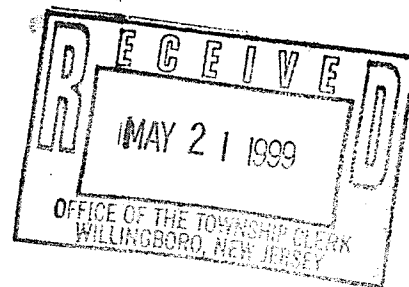


# Willingboro Municipal Utilities Authority

Harry F. Killian  
Executive Director/Treasurer  
433 John F. Kennedy Way  
Willingboro, New Jersey 08046-2119

Telephone (609) 877-1913  
Fax (609) 835-4645

20 May 1999



TO: Honorable Lavonne B. Johnson, Mayor  
Honorable Jeffrey Ramsey, Deputy Mayor  
Dr. James Ayrer, Councilman  
Honorable Eddie Campbell, Councilman  
Dr. Paul Stephenson, Councilman

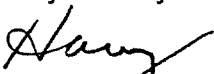
FROM: Harry Killian, Executive Director

SUBJECT: Use of Township Seal

On behalf of the Willingboro municipal Utilities Authority, please accept this letter as our request to use the Township Seal of the Township of Willingboro on letterhead, papers, etc.

It has recently come to our attention that the Seal is copyrighted and therefore we are requesting formal permission for its use.

Thank you for your consideration

  
Harry F. Killian,  
Executive Director

cc: William J. Kearns, Jr. Esq.  
Norton N. Bonaparte, Jr. Manager  
Rhoda Lichtenstadter, Municipal 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.*

Harry Killian  
Executive Director/Treasurer  
433 John F. Kennedy Way  
Willingboro, New Jersey 08046-2119

Dear Mr. Killian:

Enclosed you will find a certified copy of Resolution No. 1999-77 provided to the  
W.M.U.A. for your information and attention.

Thank you,

Rhoda Lichtenstadter, RMC  
Township Clerk

/bs

RESOLUTION NO. 1999 – 78

AWARD OF BID PUBLIC WORKS 4 – TON ASPHALT  
HAULER.

WHEREAS, the Township Council of the Township of Willingboro has  
Requested bids be submitted for a 4 TON ASPHALT HAULER; and

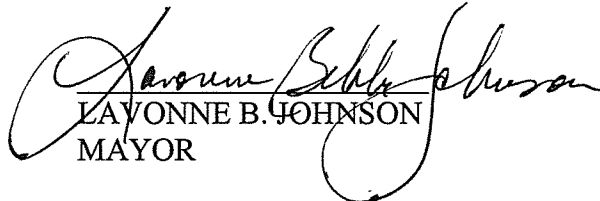
WHEREAS bids have been received, opened and read in public; and


WHEREAS, it appears to be in the best interest of the Township to accept  
The bid of H.A. DEHART, Thorofare, 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 25<sup>th</sup> day of May, 1999,  
That the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
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

H.A. DEKART + Son  
4 Ton Asphalt Hauler

The money necessary to fund said contract is in the amount of \$ 13,995.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number STATE FICMA FUNDS ~~POT HOLE REPAIR GRANT~~ -. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

/eb

POT HOLE REPAIR GRANT BALANCE 21,765.75

# WILLINGBORO RECREATION DEPARTMENT

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

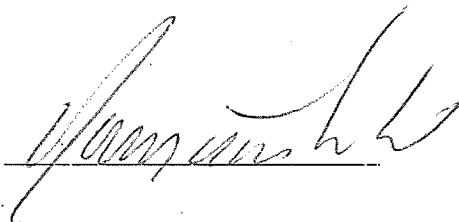
May 3, 1999

*To  
Council  
for  
Action  
[Signature]*

TO: NORTON N. BONAPARTE, TOWNSHIP MANAGER .  
FROM: HARRY W. McFARLAND, SUPERINTENDENT  
SUBJECT: 4-Ton Asphalt Hauler

I recommend that the Township accept the 4-Ton Asphalt Hauler bid from H.A. DeHart & Son in the amount of \$13,995.00.

Funding for this item came from the State as part of the Firma Funds.



HWM/jlp  
Enc.

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

Phone: 609-871-5700

Fax: 609-871-6990



RESOLUTION NO. 1999 – 79

AWARD OF BID - TWO MOWERS - PUBLIC WORKS

WHEREAS, the Township Council of the Township of Willingboro has Requested bids be submitted for TWO MOWERS; and

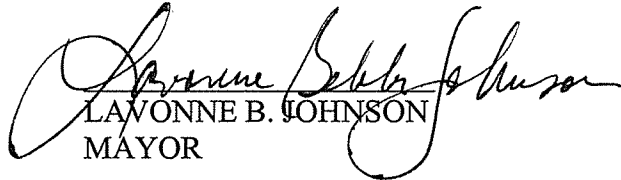
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept The bid of PHILADELPHIA TURF CO., Doylestown, Pa.; 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 25<sup>th</sup> day of May, 1999, That the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
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

Philadelphia Turf Co  
2- Mowers PW/Rec

The money necessary to fund said contract is in the amount of \$ 85,612.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 99 Cap. 04-0298-COP These funds are not <sup>THEY</sup> being certified as being available for more than one pending contract.

Joanne W. Diggs  
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

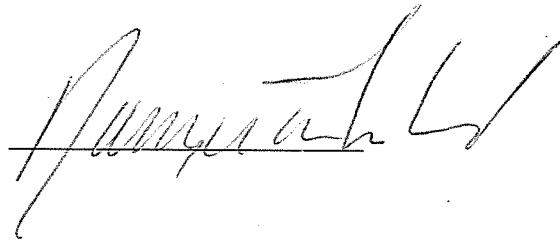
May 3, 1999

*10/2/99  
10/2/99  
10/2/99  
10/2/99  
10/2/99*

TO: NORTON N. BONAPARTE, TOWNSHIP MANAGER  
FROM: HARRY W. McFARLAND, SUPERINTENDENT  
SUBJECT: Mowing Machine Bid

I am recommending the acceptance of the bid by Philadelphia Turf Co. for the purchase of two (2) mowers for the bid price of \$85,612.00

Two large machines are included in the amount and are part of our 1999 Capital Budget.



HWM/jlp  
Enc.

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

Phone: 609-871-5700  
\\WILL-RECSYS\SHARE\MANAGER\Mower.dot

Fax: 609-871-6990

Bid opened by Edith Baldwin at 10:30 A.M. Also present were Mr. H. McFarland, Mr. H. Skip Zimmerman and a rep. from Phila. Turf Co.

BID RETURN SHEET

TWO (2) ROTARY MOWERS OR EQUAL

Phila. Turf Co.

10 1/2 Ft. Cut Rotary Mower	Toro GM455-D 2WD	\$ 30,837.00	\$ _____	\$ _____
16 Ft. Cut Rotary Mower	Toro 580-D	\$ 54,775.00	\$ _____	\$ _____
*	#NOTE: delivery of Groundsmaster 580-D within 45 days			

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: \_\_\_\_\_

Bid package turned over to Mr. H. McFarland for review and recommendation.

cc: Mayor & Council  
Twp. Manager

RESOLUTION NO. 1999 – 80

A RESOLUTION FOR THE TOWNSHIP COUNCIL  
PROVIDING FOR AN EMERGENCY TEMPORARY  
APPROPRIATIONS FOR 1999.

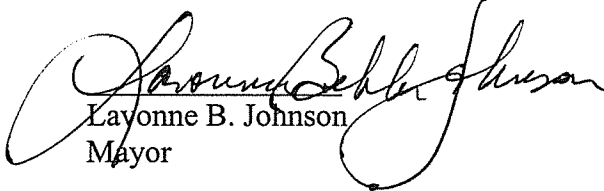
WHEREAS, Willingboro Township Council, on the 2<sup>nd</sup> day of January, 1999 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefore, 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 25<sup>th</sup> day of May, 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:

Township Council	OE	\$25,000
TOTAL		\$25,000

  
Layonne B. Johnson  
Mayor

ATTEST:  
  
Rhoda Lichtenstadte, RMC  
Township Clerk

RESOLUTION NO. 1999 – 81

A RESOLUTION AWARDDING A PROFESSIONAL  
SERVICES AGREEMENT WITH PMK.

WHEREAS, the need exists for preliminary assessment/site investigation  
For the Willingboro Plaza; and


WHEREAS, the Local Public Contracts Law (NJSA40A: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 25<sup>th</sup> day of May, 99  
1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed  
To execute the attached agreement with PMK Group in the  
Amount of \$65,120.00. The entire amount shall be exclusively paid  
out of a Grant Agreement with the State of New Jersey.
2. This contract is awarded without competitive bidding as  
A professional service in accordance with NJSA 40-5  
(1)(a) of the Local Public Contracts Law because the services  
are to be performed by a person authorized to practice a  
recognized profession.
3. A notice of this action shall be published once in the Burlington  
County Times.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999-82

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

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

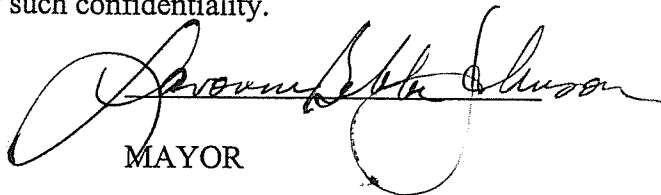
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

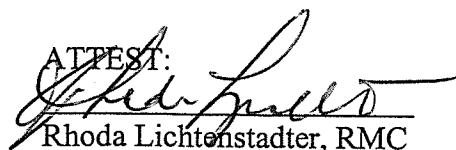
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/25/, 1999, that an Executive Session closed to the public shall be held on 5/25/, 1999, at 9:05p.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. 1999-83**

**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.**

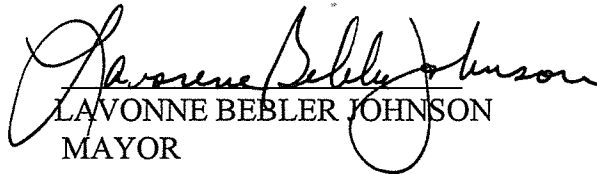
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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 1<sup>st</sup> day of June, 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: June 1, 1999  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$6,220.00 for the time period of April 6, 1999 thru June 1, 1999.

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

ADDRESS                      BLOCK & LOT                      AMOUNT

GRASS CUTTING

17 Properties @ \$40.00    \$    680.00  
 2 Properties @ \$80.00    \$    160.00

\*\*\*\*\*

8 Roberts	902-197	\$	145.00
110 Clubhouse	409-57	\$	95.00
15 Windsor	403-30	\$	95.00
55 Medford	536-37	\$	495.00
60 Berkshire	239-19	\$	185.00
86 Middlebury	523-36	\$	220.00
43 Temple	1124-29	\$	40.00
225 Somerset	131-15	\$	175.00
24 Pinetree	322-27	\$	2475.00
30 Sheffield	105-11	\$	115.00
Paper Nook, Co.Club Plaza		\$	260.00
12 Nottingham	1002-6	\$	110.00
30 Pennypacker	327-20	\$	80.00
2 Raleigh	901-48	\$	570.00
39 Peachfield	332-23	\$	110.00
24 Parson	324-4	\$	100.00
79 Henderson	618-18	\$	110.00

TOTAL                      \$    6220.00

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

ba  
 Att.

✓

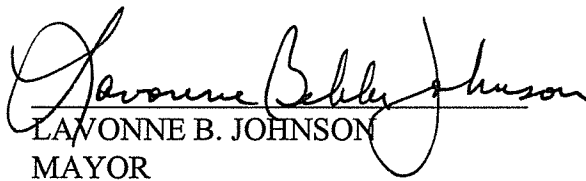
RESOLUTION NO. 1999-84  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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

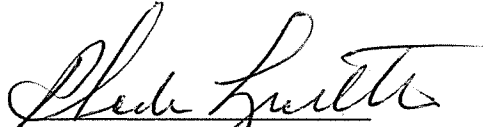
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of June, 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



COMMUNITY SEARCH & ABSTRACT 679.77  
941 WHITEHORSE AVE.  
SUITE 9  
TRENTON, N.J. 08610  
BLOCK 321  
LOT 4  
14 PICKWICK LANE  
OVERPAYMENT TAXES

FIDELITY NATIONAL TAX SERVICE 16.44  
2835 MITCHELL DRIVE  
SUITE 200  
WALNUT CREEK, CA. 94598  
BLOCK 123  
LOT 20  
18 SOMERSET DRIVE  
OVERPAYMENT TAXES

SERVICE TRAK NETWORK 1039.52  
22 SPRINGDALE ROAD  
CHERRY HILL, N.J. 08003  
BLOCK 1113  
LOT 7  
61 TENNYSON LANE  
OVERPAYMENT TAXES

FLORES & STERNICK 696.76  
35 CHURCH ST.  
4<sup>TH</sup> FLR.  
PAN PLAZA BUILDING  
PATERSON, N.J. 07505  
BLOCK 222  
LOT 20  
73 BUCKINGHAM DRIVE  
OVERPAYMENT TAXES

FIRST FINANCIAL SAVINGS BANK 561.21  
581 MAIN STREET  
WOODBIDGE, N.J. 07095  
BLOCK 1202  
LOT 21  
2 FIRESIDE COURT  
OVERPAYMENT TAXES

TRANSAMERICA REAL ESTATE 835.75  
172 EAB PLAZA W. TOWER  
15<sup>TH</sup> FLR  
UNIONDALE, N.Y. 11556-0172  
BLOCK 525  
LOT 22  
37 MADESTONE LANE  
OVERPAYMENT TAXES

BANKS, ARTHUR & JOHANNA  
35 PEARTREE LANE  
BLOCK 308  
LOT 20  
35 PEARTREE LANE  
OVERPAYMENT TAXES

200.58

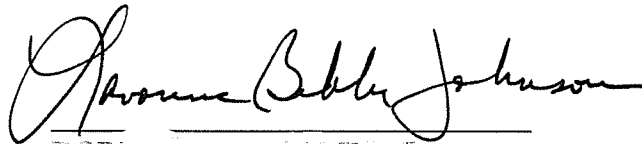
RESOLUTION NO. 1999 - 85

A RESOLUTION AUTHORIZING AN APPLICATION  
FOR A GRANT FOR RECREATIONAL PROGRAMS  
FOR DEVELOPMENTALLY CHALLENGED PERSONS.

WHEREAS, the Township of Willingboro, a Municipal Corporation, desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for funding in the amount of \$12,000 State, with \$2,400, local share for a total contract of \$14,400 for 2000 to carry out a program and to develop programs and social activities for developmentally challenged individuals.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of June, 1999, does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs, and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Willingboro and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Clerk and Mayor are hereby authorized to sign the application, the contract and any other documents necessary in connection therewith.



LAVONNE B. JOHNSON  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1999 - 86

A RESOLUTION AWARDING A BID FOR LAWN  
AND LANDSCAPING, PAINTING AND REROOFING  
AND CARPTENTRY.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Lawn & Landscaping, Painting of Homes and Re-Roofing and Carpentry Repairs; and

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

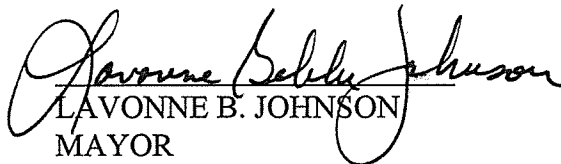
WHEREAS, it appears to be in the best interest of the Township to accept the bids as per the attached sheets; and


WHEREAS, the bids of the above have been found to be correct and satisfactory both in form and in content; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of June, 1999, that the bids be accepted as per the attached recommendations.

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

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

# Memorandum

To  
Council  
for  
Action

To: Norton N. Bonaparte, Jr., Township Manager  
From: Leonard Mason, Director of Inspections  
Date: May 28, 1999  
Re: Award Recommendation

---

Attached are bid price quotes for the maintenance of vacant homes. I would like to make the following recommendations:

Lawn & Landscaping and Light Hauling

Chatman (Primary)

Blue Grass (Alternate)

Re-Roofing and Carpentry Repairs

Framo Bros. (Primary)

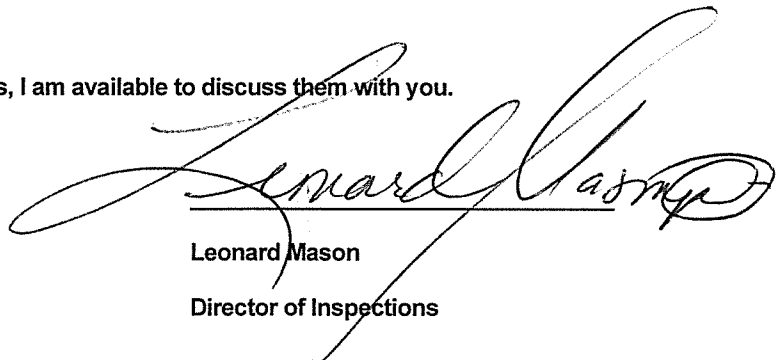
L & W Contractors (Alternate)

Painting of Residential Properties

L & W Contractors (Primary)

Asset Management (Alternate)

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



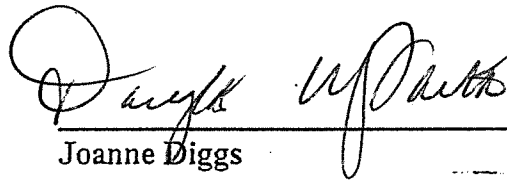
Leonard Mason  
Director of Inspections

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

Lawn + Landscaping, Re-Roofing, Carpentry  
+ Painting

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

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

cc: Township Solicitor  
Township Auditor

**RESIDENTIAL LAWN & LANDSCAPING & LIGHT HAULING - Bids sent out 12 - Bids received 5**  
 Opened by Mr. Len Mason & Edith Baldwin on Wednesday, May 26, 1999 at 10:30 A.M. in the Manager's Conference Room.

**BID PROPOSAL**

**RESIDENTIAL LAWN & LANDSCAPING & LIGHT HAULING**

The undersigned, having carefully inspected vacant houses in Willingboro, either personally or through its duly authorized representatives, and also having carefully read and examined the 1999 Lawn and Landscaping Maintenance and Light Hauling Affidavits annexed to Proposal and Specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Form of Contract and the Contract Documents, mentioned herein, and to commence the performance on June 3, 1999.

The basic consideration which the undersigned required and proposed for performance is as follows:

	<u>A. Chatman</u>	<u>C. Galin</u>	<u>Green Thumb</u>	<u>Asset Mgmt.</u>	<u>Blue Grass</u>
<b>Lawn Mowing &amp; Edging</b>	\$ 14.25 Per 2" Blade Per Unit Price Anything beyond 2" blade will be charged an additional \$8.75 per unit price	\$45.00 Per Unit Price	\$ 35.00 Per Unit Price	\$ 40.00 Per Unit Price	\$ 25.00 Per Unit Price
<b>Shrubbery &amp; Hedges &amp; Tree Trimmings</b>	\$ 17.00 Per Unit Price	\$ 27.00 Per Unit Price	\$ 6.00 Per Unit Price	\$ 80.00 Per Unit Price	\$ 35.00 Per Unit Price
<b>Light Hauling &amp; Removal of Household Trash</b>	\$ 35.00 Per Unit	\$ 27.00 Per Unit	\$ 20.00 Per Unit	\$ 30.00 Cubic Yd. Per Unit	<u>N/A</u> Remarks: Trash & garbage & other unnatural debris must be removed from site prior to cutting

The following items must be submitted

<b>Bid Guarantee (Not Required)</b>	_____	_____	_____	_____	_____ X _____
<b>Certificate of Consent of Surety (Not Required)</b>	_____	_____	_____	_____	_____
<b>Disclosure Statement</b>	_____ X _____	_____ X _____	_____ X _____	_____ X _____	_____ X _____
<b>Non-Collusion Affidavit</b>	_____ X _____	_____ X _____	_____ X _____	_____ X _____	_____ X _____
<b>Affirmative Action Affidavit (signed &amp; dated)</b>	_____ X _____	_____ X _____	_____ X _____	_____ X _____	_____ X _____
<b>Bid Certification</b>	_____	_____	_____	_____	_____

TO MR. MASON FOR REVIEW AND RECOMMENDATIONS.

Opened by Mr. Len Mason & Edith Baldwin on May 26, 1999 at 10:45 A.M. in the Manager's Conference Room. Representatives present were Mr. Scott Saltzgueber, Knight Contracting Co., Framo Brothers and Mr. Charlie Parnell, Patriot

**RE-ROOFING AND CARPENTRY REPAIRS**

**SECTION I**

**SECTION II BIDDERS PRICE QUOTE**

**SPECIFICATIONS**

1. Contractor will be responsible for removing all deteriorated roofing tabs on the principal structure roof, patios and reroof with 20-year warranty asphalt shingles, self-sealing tabs.

Contractor will be responsible for installing drip edging on the entire roof of the structure, including additions, if necessary.

Contractor will be responsible for removing all debris from the site.

2. Contractor will be responsible for replacing in a workmanlike manner, fascia trim, all boards on the structure with lumber as designated by the Department of Code Enforcement.

Contractor will be responsible for carpentry, removing deteriorated boards on the structure and replacing with siding board where necessary.

Contractor will be responsible for removing all debris from the site.

	<u>L &amp; W Contractors</u>	<u>Knight Contracting Co.</u>	<u>Framo Bros.</u>	<u>Patriot Roofing</u>
Price per square:				
Labor & Materials	\$ 115.00 per square	\$175.00	Walkable \$ 93.00 per sq. Jacked 115.00 per sq. Removal to plywood (1) Layer Walkable \$125.00 per sq. Jacked 145.00 per sq. Removal to plywood (2) Layer Walkable \$165.00 per sq. Jacked 185.00 per sq. Sheathing Remove & Install 4x8 per sheet \$48.00	Disqualified - Incomplete bid
Price:				
Labor & Materials	\$ 8.00 per ft.	\$8.00 Remarks: WoodDeck Repl. \$5.00 per sq. ft.	Fascia Board - Prime 1 coat of paint 1"x6" \$4.56 Linear ft. 1"x8" \$5.95 Linear ft.	

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

1. Bid Guarantee (Not Required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Certificate of Consent of Surety (Not Required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Disclosure Statement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Non-collusion Affidavit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Affirmative Action Affidavit (signed and dated)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Employment Eligibility Verification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Any other documents required by bid specifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

To Mr. Mason for Review and Recommendations.



Painting of Residential Properties – Bids sent out 22 – Bids received 3  
 Opened by Mr. Len Mason and Edith Baldwin on May 26, 1999 at 11:00 A.M. in the Manager's  
 Conference Room.

PAINTING OF RESIDENTIAL PROPERTIES

The undersigned, having carefully inspected vacant houses in Willingboro, either personally or through its duly authorized representatives, and also having carefully read and examined the 1999 Painting Bid, affidavits annexed to Proposal and Specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Form of Contract and the Contract Documents, mentioned herein, and to commence the performance on June 3, 1999.

The basic consideration which the undersigned required and proposed for performance is as follows:

Painting of Exterior Trim

Painting of Garage Doors and/or Shutters

Painting of Entire House

<u>Juan Figueroa</u>	<u>Asset Mgmt.</u>	<u>L &amp; W Contractors</u>
\$4.50 Per ft.	\$600.00	\$750.00
\$80.00 Garage Doors \$30.00 a Set - Shutters	\$350.00	\$500.00
\$1,750.00	\$1,500.00	\$1,200.00

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

1. Bid Guarantee (Not Required)
2. Certificate of Consent of Surety (Not Required)
3. Disclosure Statement
4. Non-collusion Affidavit
5. Affirmative Action Affidavit (signed and dated)
6. Employment Eligibility Verification
7. Any other documents required by bid specifications:

_____	_____	_____
_____	_____	_____
X	X	X
_____	_____	_____
X	X	X
_____	_____	_____
X	X	X
_____	_____	_____
_____	_____	_____

To Mr. Mason for review and Recommendations

RESOLUTION NO. 1999- 87

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

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

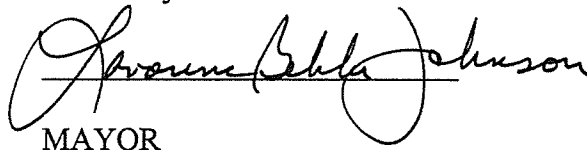
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

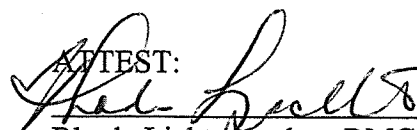
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 6-1, 1999, that an Executive Session closed to the public shall be held on 6-1, 1999, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC

RESOLUTION TO AMEND BUDGET - 1999-88

RECEIVED

WHEREAS, the local municipal budget for the year 1999 was approved on the 23rd day of February, 1999, and

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

JUN 24 10 27 AM '99

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 1999 be made:

**Recorded Vote**

Aye

*Ryan  
Stepherson  
Ramsay  
Johnson*

Nay

Abstained

Absent

*Conpher*

<b>GENERAL REVENUES</b>	<u>From</u>	<u>To</u>
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations		
Handicapped Recreation Oppurtunities Grant	6,000.00	7,500.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues	255,580.57	257,080.57
<b>Summary of Revenues</b>		
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues	255,580.57	257,080.57
Total Miscellaneous Revenues	6,715,700.00	6,717,200.00
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	9,365,700.00	9,367,200.00
Total General Revenues	22,356,800.00	22,358,300.00

<b>CURRENT FUND - APPROPRIATIONS</b>	<u>From</u>	<u>To</u>
8. General Appropriations		
(A) Operations - Excluded from "CAPS"		
Public and Private Programs Offset by Revenues		
Handicapped Recreation Oppurtunities Grant	\$8,500.00	\$9,000.00
Total Public and Private Programs Offset by Revenues - Excluded from "CAPS"	262,705.57	263,205.57
Total Operations - Excluded from "CAPS"	1,297,928.57	1,298,428.57
Detail:		
Other Expenses	933,295.84	933,795.84
(D) Municipal Debt Service - Excluded from "CAPS"		
Interest on Notes	106,000.00	107,000.00
Total Municipal Debt Service - Excluded from "CAPS"	3,993,526.04	3,994,526.04
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	5,361,091.61	5,362,591.61
(O) Total General Appropriations - Excluded from "CAPS"	5,361,091.61	5,361,591.61
(L) Subtotal General Appropriations {Items (H-1) and (O)}	20,553,800.00	20,555,300.00
9. Total General Appropriations	22,356,800.00	22,358,300.00

**Summary of Appropriations**

(A) Operations: (a+b) Within "CAPS" - Including Contingent	14,012,937.42	1,773,923.70
(a) Operations - Excluded from "CAPS"		
Public & Private Progs Offset by Revs.	94,447.20	97,247.20
Total Operations-Excluded from "CAPS"	1,025,523.00	202,663.20
Total General Appropriations	22,356,800.00	22,358,300.00

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

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the 22nd day of June, 1999.

Certified by:

  
Municipal Clerk

June 22, 1999

EXTRACT from the minutes of a regular meeting of the Township Council of Township of Willingboro, in the County of Burlington, State of New Jersey, held on June 22, 1999 at 7:30 p.m.

PRESENT: James E. Ayrer  
Paul L. Stephenson  
Jeffrey E. Ramsey  
Lavonne B. Johnson

ABSENT: Eddie Campbell, Jr.

\*\*\*\*\*

Councilman Ayrer introduced and moved the adoption of the following resolution, and Councilman Paul Stephenson seconded the motion.

Resolution No. 1999 -89

RESOLUTION AUTHORIZING THE ISSUANCE OF A \$61,030 BOND BY THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY IN ORDER TO OBTAIN A LOAN FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY THROUGH THE PETROLEUM UST REMEDIATION, UPGRADE AND CLOSURE FUND, PUBLIC LOAN PROGRAM, AND DETERMINING THE FORM OF SUCH BOND AND OTHER DETAILS IN CONNECTION THEREWITH

BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY AS FOLLOWS:

Section 1. \$61,030 of the bonds authorized pursuant to bond ordinance number 1997-7 of the Township of Willingboro, in the County of Burlington, State of New Jersey (the "Township"), finally adopted on October 21, 1997, pursuant to the "Local Bond Law", P.L.

1960, c. 169, as amended (N.J.S.A. 40A:2-1 et seq.), shall be sold and awarded to the New Jersey Economic Development Authority (the "NJEDA") on the following terms:

*Designation:* Petroleum UST Remediation, Upgrade and Closure Fund

*Date:* To be determined by NJEDA

*Interest Rate:* zero per centum (0%) years.

*Principal Maturities:* Payable for (10) years annually in the amount of \$6,103 on the first day of July, commencing July 1, 2000 and terminating with final payment on July 1, 2009, unless the principal amount of the Bond is sooner paid.

*Place of Payment:* New Jersey Economic Development Authority  
Petroleum UST Remediation, Upgrade and Closure Fund  
P.O. Box 8500 S-42190  
Philadelphia, PA 19178  
Attention: Public Loan Program

**Section 3.** There shall be issued one bond in the amount set forth in Section 1 above (the "Bond"), the details concerning the payment of principal on such Bond shall be specified in the form of the Bond, which shall be substantially as set forth in Exhibit A, annexed hereto, with such changes as may be required by the NJEDA.

**Section 4.** The Bond shall be executed by the manual or facsimile signature of the Mayor and the Chief Financial Officer, under the official seal, affixed and attested to by the Clerk. Such officials are authorized to execute such replacement bonds in

registered form as may be necessary from time to time and are authorized to execute all certificates, agreements and other documents required by the NJEDA in connection with such Bond.

**Section 5.** The Mayor is hereby authorized to enter into a loan agreement with the NJEDA, and such agreement shall be attested under the official seal, affixed and attested to by the Clerk, to provide for the loan contemplated by this resolution. The Mayor is further authorized to enter into such other agreements as may be necessary to effectuate the transactions contemplated by this resolution and the loan agreement, and such documents shall be attested to under the official seal by the Clerk. The Mayor or the Chief Financial Officer and/or Clerk are further authorized to provide such information on behalf of the Township and to execute such certifications as may be necessary in order to ensure compliance with the terms of the loan agreement.

**Section 6.** All other details or requirements of the Local Bond Law, including any changes in the terms of the Bond otherwise set forth herein, shall be determined by the Clerk.

**Section 7.** This resolution shall take effect immediately.

The forgoing resolution was adopted by the following vote:

**AYES:** Ayrer, Stephenson, Ramsey, Johnson

**NAYS:** none




CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Governing Body duly called and held on June 22, 1999 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township of Willingboro this 22nd day of June, 1999.

[SEAL]

  
Rhoda Lichtenstadter, Clerk

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

TOWNSHIP OF WILLINGBORO

LOCAL UNIT BOND  
Petroleum UST Remediation, Upgrade and Closure Fund

\* \* \* \* \*

**FOR VALUE RECEIVED**, the **Township of Willingboro**, a municipal corporation duly created and validly existing under the Constitution and laws of the State of New Jersey (the "Borrower"), hereby promises to pay to the order of the New Jersey Economic Development Authority (the "Authority") the principal amount of SIXTY-ONE THOUSAND AND THIRTY DOLLARS AND NO CENTS (\$61,030.00), upon the dates and in the amounts set forth herein, until final maturity (or earlier redemption), or such lesser amount as shall be disbursed to the Borrower under the Loan Agreement (as defined herein) at the times and in the amounts determined as provided in the Loan Agreement, plus any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. Principal shall be paid annually in the amount of \$6,103 on the first day of July, commencing July 1, 2000, and terminating with a final payment on July 1, 2009, unless the principal amount of the Bond is sooner paid as provided herein. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of (as set forth in the schedule attached hereto), and all other amounts due under this Local Unit Bond and the Loan Agreement according to their respective terms.

This Local Unit Bond is issued pursuant to the Loan Agreement dated as of July 1, 1999, by and between the New Jersey Economic Development Authority and the Borrower (the "Loan Agreement"), and is issued in consideration of the loan made thereunder (the "Loan") and to evidence the obligations of the Borrower set forth in Section 1.3 thereof. Payments under this Local Unit Bond shall be made directly to the Authority. This Local Unit Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Local Unit Bond.

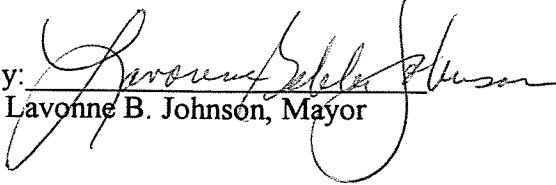
This Local Unit Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Authority under the Loan Agreement or under any other agreement between the Borrower and the State of New Jersey or the Authority or out of any indebtedness or liability at any time owing to the Borrower by the State of New Jersey or the Authority or for any other reason.

This Local Unit Bond is subject to prepayment under the terms and conditions, and in the amounts, provided in Sections 1.6 of the Loan Agreement. To the extent allowed by applicable law, this Local Unit Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Sections 1.7 and 6.2 of the Loan Agreement.

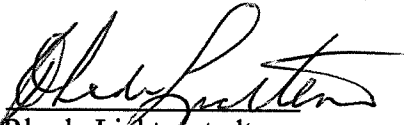
**IN WITNESS WHEREOF**, the Borrower has caused this Local Unit Bond to be duly executed, sealed and delivered, as of this 1<sup>st</sup> day of July, 1999.


[SEAL]

THE TOWNSHIP OF WILLINGBORO, IN THE  
COUNTY OF BURLINGTON, NEW JERSEY

By:   
Lavonne B. Johnson, Mayor

ATTEST:

By:   
Rhoda Lichtenstadter,  
Clerk

By:   
Joanne G. Diggs  
Chief Financial Officer

TRANSFER CERTIFICATE

It is hereby certified that upon the request of the registered owner the within Bond is transferred to and registered as to principal and interest as follows:

---

Date and Transfer and Registry	Name of New Registered Owner	Registered By
-----------------------------------	---------------------------------	---------------

---

EXHIBIT A

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

TELEPHONE  
(973) 622-1800

ONE RIVERFRONT PLAZA, FOURTH FLOOR  
NEWARK, NEW JERSEY 07102-5408  
Direct Dial Number: (973) 622-5056

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

June 8, 1999

Joanne G. Diggs,  
Director of Finance  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

Re: **Petroleum UST Remediation, Upgrade and Closure Fund**

Dear Ms. Diggs:

I have enclosed a resolution authorizing the issuance of a \$61,030 bond by the Township of Willingboro to the State of New Jersey in order to obtain an interest-free loan from the New Jersey Economic Development Authority ("EDA"). The loan is being provided pursuant to the Petroleum UST Remediation, Upgrade and Closure Fund. This resolution must be adopted at your next regularly scheduled meeting in June, 1999 in order for this transaction to close by July 1, 1999.

The resolution provides for the Township to issue a \$61,030 bond to the EDA. In exchange for the bond, EDA arranges for funds in the amount of \$61,030 (the "Loan") to be transferred to the Township from the UST Remediation, Upgrade and Closure Fund (the "Fund"). The bond secures the loan from the Fund and is repayable by the Township in equal installments over a ten-year period, without interest, at the rate of \$6,103 per year until such time as the bond is fully paid (2009) and the loan is discharged. If adopted, please provide a certified copy to me so that I can prepare the appropriate closing documents for this transaction.

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

Sincerely yours,

  
Ronald J. Ianoale

RJI/sg  
encl.

cc: Rhoda Lichtenstadter, Clerk, w/encl.  
William John Kearns, Jr., Esq., w/encl.  
James H. Gray, Director of Special Events, w/encl.



# 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.*

June 23, 1999

Ronald J. Ianoale  
McManimon & Scotland  
One Riverfront Plaza Fourth Floor  
Newark, New Jersey 07102-5408

Dear Mr. Ianoale:

In accordance with your request, enclosed please find a certified copy of Res. No. 1999 – 89 adopted by Willingboro Township Council at their meeting of June 22, 1999, along with the Clerk's Certification.

If you need any further assistance, please let me know.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk  
Encs.

RESOLUTION NO. 1999 – 90

APPROVING AN APPLICATION FOR  
TRANSPORTATION ENHANCEMENT (TEA-21)  
FOR WILLINGBORO TOWNSHIP.

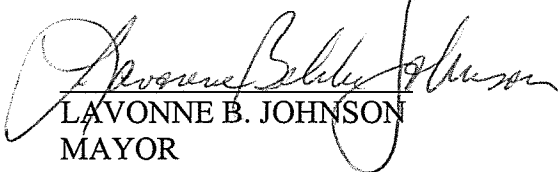
WHEREAS, the Transportation Efficiency Act (hereinafter referred to as “TEA-21”) provides funds to the New Jersey Department of Transportation for a variety of pedestrian and vehicular “Transportation Enhancements”; and

WHEREAS, the Township of Willingboro desires to seek funds from the N.J. Transportation Enhancement Program for an intermodal transportation enhancement and streetscape development program in the Willingboro Plaza; and

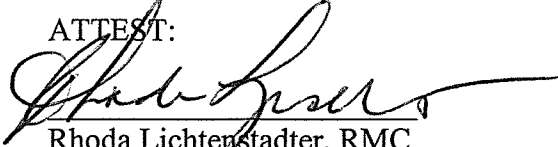
WHEREAS, the Township of Willingboro is responsible for the maintenance of sidewalks and lighting of same.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of June, 1999 that:

1. The Council of the Township of Willingboro endorses the proposed N.J. Transportation Enhancement Program to be funded with TEA-21 Grant For an intermodal transportation enhancement project in the Willingboro Plaza.
2. The Council of the township of Willingboro hereby agrees to provide the Required long-term maintenance on the proposed improvement program In the Willingboro Plaza to be funded through the N.J. Transportation Enhancement (TEA-21) Program.

  
LAVONNE B. JOHNSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk



NEW JERSEY DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION ENHANCEMENT PROGRAM

1. **Project Title:** Willingboro Town Center Gateway Project  
\_\_\_\_\_
  
2. **Location of Project** (Please attach two 8-1/2" x 11" maps; a detailed local map and regional map.)  
**County(s)** Burlington **Municipality(s)** Townshp of Willingboro
  
3. **Project Category** Check the category below which best describes the project. (See Section III of brochure for definitions.)  
 **Bicycle/pedestrian facilities**       **Streetscape, Landscape or Scenic project**  
 **Historic project**       **Environmental mitigation project**
  
4. **Brief Project Description** (10-20 words for database use, please do not repeat title.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. **Applicant** Name of responsible person and position, organization and address. (If applicable, list your non-profit status and Federal Tax Identification Number.)  
Lavonne Johnson, Mayor  
Willingboro Township  
1 Salem Road, Willingboro, NJ 08046  
**Telephone No.:** 609-877-2200      **Fax No.:** 609-835-0782  
**E-Mail address:** \_\_\_\_\_
  
6. **Ownership** Organization responsible for long-term maintenance.  
\_\_\_\_\_  
\_\_\_\_\_
  
7. **Person Who Prepared Application (if different from applicant)** Include organization and telephone number.  
William A. DeI Gesso  
Triad Associates  
266 Keswick Avenue, Glenside, PA 19038 215-576-1950
  
8. **Amount of Funding Requested**      \$ \_\_\_\_\_

9. **Estimated Total Project Cost** \$ \_\_\_\_\_

10. **Project Cost Breakdown (Subtotals)**

Project Phase	Total Estimate	Amount Requested
Design	\$ _____	\$ _____
Land Acquisition	\$ _____	\$ _____
Construction/Implementation	\$ _____	\$ _____

11. **List Other Committed Sources of Project Funding and Amounts**

The total supplemental funds and Enhancement funds requested must equal 100% of project cost.

---

---

---

12. **Project Schedule** Provide anticipated start dates for the following project development phases, where applicable.

Design \_\_\_\_\_ Land Acquisition \_\_\_\_\_  
Construction \_\_\_\_\_

13. **List all known Environmental and Construction Permits**

---

---

---

14. **Endorsements**

Attach letters of support, endorsements, resolutions, etc. from any or all of the following: Individuals, citizen groups, business organizations, municipalities, counties, regional or state agencies, elected officials, and non-profit organizations.

15. **Project Description**

Describe in detail the location of the project (with cross streets), the size of the project, the full scope of the project, the existing conditions, scope of anticipated enhancement work, cost estimates for all tasks, project objectives, physical connections and linkages and please indicate if there is a smaller, stand alone component which meets all the criteria. Project must be for a complete, identifiable and usable facility or activity. Try to limit pages for this section to no more than three 8-1/2" x 11" pages.

See Attached

**16. Project Benefits**

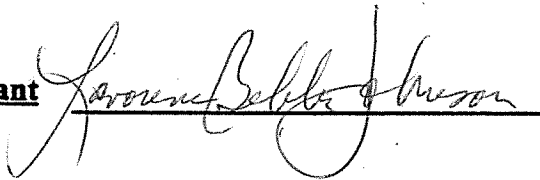
Using the selection criteria listed below, describe how the project meets each criteria. This write-up is the fundamental basis for the Advisory Committee evaluations. Please explain how your project meets the goals of the program and why it should be selected. List and address each of the following applicable selection criteria. Be concise. Limit this section to three 8-1/2"x 11" pages.

**Selection criteria:**

- a. Transportation related
- b. Readiness for construction/implementation
- c. Maintenance commitment
- d. Supplemental funds
- e. User impact
- f. Regional or community benefits
- g. Element of a larger plan
- h. Timing/urgency
- i. Economic/tourism benefit
- j. Value as a cultural/historic resource
- k. Community support
- l. Top 140 Urban Aid Communities

See attached

**17. Signature of Applicant**



Date

6/22/99

**For application assistance, please contact the Local Government Services District Office in your area as listed on page 2 of the brochure.**

**Submit sixteen (16) copies of your application to:**

Robert D. Goslin, Acting Director  
Division of Local Government Services & Economic  
Development  
New Jersey Department of Transportation  
1035 Parkway Avenue  
P. O. Box 600  
Trenton, NJ 08625



266 KESWICK AVE.  
GLENSIDE, PA 19038  
(215) 576-1950  
FAX (215) 576-1940

June 14, 1999

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

Re: Transportation Enhancement Program Application Form

Dear Ms. Rose:

Enclosed is the Township of Willingboro's Application Form for the NJ Department of Transportation 1999 Transportation Enhancement Program.

Please have the Mayor sign the bottom of page 3 and return the original copy to us. We will complete the remainder of the application form as budgetary and other data are finalized. Please return this to us as soon as possible, since the deadline for this application is fast approaching.

Thank you. If you have any questions, please feel free to contact me at 215-576-1950.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathryn O'Callaghan", is written over a printed name. The signature is fluid and cursive.

Kathryn O'Callaghan

Encl.

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* JUN-15-1999 TUE 03:32 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JUN-15 03:31 PM 8772706 33" 2 SEND OK 896 \*  
 \* TOTAL : 33S PAGES: 2 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: CAROL - Legal Ads  
 COMPANY: BCT  
 DATE: 6/15/99  
 TO FAX NO. 877-2706

FROM: Twip check EXT. 6202 PAGES 2

SUBJECT: Legal Ads for Pub  
Order 6/15/99  
1 bl. - 2000 in th. . . .

WILLINGBORO TOWNSHIP, ONE SALEM ROAD,

WILLINGBORO, NJ 08046

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

TELEFAX COVER SHEET

TO: CAROL- Legal Ads

COMPANY: BCT

DATE: 6/15/99

TO FAX NO. 877-2706

FROM: Two check EXT. 6202 PAGES 3

SUBJECT: Legal Ads for Pub  
Order 6/18/99

Please call if there is a  
problem.

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

LEGAL ADS FOR PUBLICATION, FRIDAY, JUNE 18, 1999

NOTICE OF PUBLIC HEARING

WILLINGBORO TOWNSHIP

N.J. TRANSPORTATION ENHANCEMENT PROGRAM

The Township of Willingboro intends to apply for TEA-21 funds through the NJ Transportation Enhancement Program. The Township will conduct a Public Hearing at which the public will be provided information concerning this Program and the specific project for which funds will be requested. At the Public Hearing, questions and comments from the public will be received.

The public hearing will be held at 8 p.m. on June 22, 1999, in the Council Chambers of the Township of Willingboro, Willingboro, New Jersey 08046

All residents and representatives of civic organizations are invited to attend.

Rhoda Lichtenstadter, RMC  
Township Clerk

**NOTICE OF PUBLIC HEARING**

**WILLINGBORO TOWNSHIP**

**N.J. TRANSPORTATION ENHANCEMENT PROGRAM**

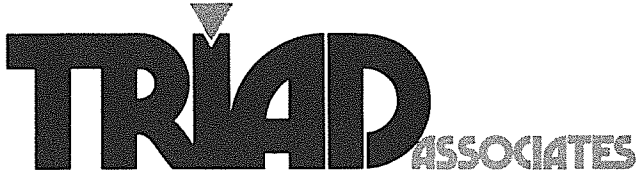
The Township of Willingboro intends to apply for TEA-21 funds through the NJ Transportation Enhancement Program. The Township will conduct a Public Hearing at which the public will be provided information concerning this Program and the specific project for which funds will be requested. At the Public Hearing, questions and comments from the public will be received.

The Public Hearing will be held at \_\_\_\_\_, in the Council Chambers of the Township of Willingboro, Willingboro, NJ 08046.

All residents and representatives of civic organizations are invited to attend.

Lavonne B. Johnson  
Mayor





266 KESWICK AVE.  
GLENSIDE, PA 19038  
(215) 576-1950  
FAX (215) 576-1940

June 7, 1999

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

Re: Public Hearing for Transportation Enhancement Application

Dear Ms. Rose:

This letter is to confirm that Triad Associates will be conducting a Public Hearing to discuss Willingboro Township's Application for the Transportation Enhancement Program through the Department of Transportation with TEA-21 funds.

Once you have determined a date and time for the hearing, please publish the attached Notice of Public Hearing in the legal section of a newspaper of general local circulation, approximately one week prior to the Public Hearing.

Thank you. If you have any questions, please contact me at 215-576-1950.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathryn O'Callaghan", is written over the typed name.

Kathryn O'Callaghan

Encl.

**NOTICE OF PUBLIC  
HEARING, WILLINGBORO  
TWP, N.J.  
TRANSPORTATION  
ENHANCEMENT  
PROGRAM**

The Twp of Willingboro intends to apply for TEA-21 funds through the NJ Transportation Enhancement Program. The Twp will conduct a Public Hearing at which the public will be provided information concerning this Program and the specific project for which funds will be requested. At the Public Hearing, questions and comments from the public will be received.

The public hearing will be held at 8 p.m. on June 22, 1999 in the Council Chambers of the Twp of Willingboro, Willingboro, NJ 08046.

All residents and representatives of civic organizations are invited to attend.

Rhoda Lichtenstadter  
RMC Twp Clerk

Adv. Fee \$17.28  
BCT June 18, 1999  
Aff. Chg. \$10.00



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

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

COUNCIL MEMBERS

*James E. Ayrer*

*Eddie Campbell, Jr.*

*Lavonne B. Johnson*

*Jeffrey E. Ramsey*

*Paul L. Stephenson*

TOWNSHIP MANAGER

*Norton N. Bonaparte, Jr.*

June 23, 1999

Mr. William A. DelGesso  
Triad Associates  
266 Keswick Avenue  
Glenside, Pa. 19038-1950

Dear Mr. DelGesso:


Enclosed as per your request, is a certified copy of Res. No. 1999 – 90 adopted

By Willingboro Township Council at their meeting on June 22, 1999.

Also enclosed is a completed application signed by the Mayor.

If you need any further assistance, please let me know.

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RI

Encs.