RESOLUTION NO. 1999- 91 A

A RESOLUTION AUTHORIZING THE APPLICATION FOR STATE AID FROM D.O.T.

WHEREAS, the New Jersey Department of Transportation, Bureau of Local Aid, has advised that funds are available for improvements to public highways and construction of highways under the jurisdiction of municipalities; and

WHEREAS, the Township of Willingboro is eligible to receive funding under said program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 22nd day of June, 1999, that application be made to the Commissioner of Transportation for aid under the Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to sign such forms as may be necessary in order to apply for available funds.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED BY WILLINGBORO TWP. COUNCIL ON June 22, 1999

TOWNSHIP CLERK

RESOLUTION NO. 1999 – 91B

AGREEMENT OF PARTICIPATION IN COUNTY
EASE E-LINK PROGRAM.

WHEREAS, Willingboro Township Council has agreed to participate in the EASE E-LINK Program in coordination with Burlington County and the State of New Jersey;

WHEREAS, this program will be of benefit to the residents of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 29th day of June, 1999, that the Mayor is hereby authorized and directed to sign the attached agreement listing all the applicable conditions.

Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

BURLINGTON COUNTY ONE EASE E-LINK

"People Helping People Through Technology"

Burlington County One EASE E-Link
Agency Participation Agreement

This agreement is between the One EASE e-Link of Burlington County Collaborative (hereafter referred to as "the OEL") and **Township of Willingboro/Human Services Office** (hereafter referred to as "the agency).

Address: 1 Salem Road; Willingboro, New Jersey

Phone: (609) 877-2200 **e-mail**: **Fax:** (609) 835-0782

The purpose of this agreement is to define standards of reciprocity between the Agency and the OEL in order to enhance communication and coordination in a manner that minimizes duplication and clearly defines responsibility of each entity. This document is an interagency written agreement utilized by the Agency and other participating Agencies in OEL. It is anticipated that this initiative and the terms of this agreement will be amended by the OEL Collaborative, as necessary.

The OEL shall agree to provide to the participating Agency:

1. maintenance for the OEL's network support;
2. initial training for technology and case management; and
3. program management services

To qualify for participation in the OEL, the Agency agrees to:

1. provide Internet access for its participating staff
2. actively participate in meetings to continue the planning process and implementation; and
3. share information with other Agencies participating in the OEL, in a manner mutually agreeable to, and to be chosen by, the Agencies participating in the OEL.
4. ensure client confidentiality and systems security according to guidelines established by the OEL Collaborative.

Both the Agency and the OEL acknowledge that ongoing participatory and financial support will be needed after the State "start-up" funds expire. Both entities agree to work together to ensure the future of OEL. This will involve financial commitments---any amounts will be agreed upon by the OEL collaborative.

A separate confidentiality document will be developed and distributed for a commitment to ensure that all documents are transferred confidentially and securely by agencies participating in the OEL.

If the Agency fails to meet the conditions listed in this agreement, it may be found ineligible to participate in the OEL.

Participation in the OEL is strictly voluntary. If at any point the Agency chooses to end its participation in the OEL, it will be held harmless for any express or implied liability to OEL as long as the following conditions are met:

1. The Agency provides written notice, at least 45 days in advance, that it no longer wishes to participate in the OEL; and

2. any and all hardware and/or software resources provided to the Agency by the OEL shall be returned by the Agency to the OEL in the same condition that said Resources were received, expecting reasonable alteration from normal use.

William T. Stewart
Signature
OEL Chairperson

Lavonne Bebler Johnson
Signature
Authorized Agency Representative

William T. Stewart
Print Name

Lavonne Bebler Johnson
Print Name

5/19/99
Date

Mayor
Title

6/29/99
Date

RESOLUTION NO. 1999 – 92 A

A RESOLUTION APPOINTING A TAX ASSESSOR FOR THE TOWNSHIP OF WILLINGBORO FOR A FOUR YEAR TERM.

WHEREAS, the term of the Tax Assessor of the Township of Willingboro expires on June 30, 1999; and

WHEREAS, it is necessary that the Township Council appoint a Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a four year term; and

WHEREAS, the Township Council has determined that the reappointment of William Tantum, C.T.A. is in the best interest of the Township of Willingboro,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 29th day of June, 1999, that:

1. William R Tantum, C.T.A. be and hereby is appointed as Tax Assessor For the Township of Willingboro, for a term expiring June 30, 2003, and To hold office as provided by law.
2. The hours for the Tax Assessor shall be on a part-time basis to average Two and one-half days per week, with the specific hours to be fixed by The Tax Assessor with the approval of the Township Manager.
3. The salary for the Tax Assessor be and hereby is fixed as per salary ordinance.
4. William Tantum, C.T.A., as Tax Assessor for the Township of Willingboro And William John Kearns, Jr., as Solicitor for the Township of Willingbor Are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an Interest and William John Kearns, Jr. is hereby authorized to execute Stipulations or settlements on behalf of the township of Willingboro.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to William Tantum, C.T.A. to the Burlington County Board of Taxation 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

RESOLUTION NO. 1999- 92

A RESOLUTION AUTHORIZING THE APPLICATION FOR STATE AID FROM D.O.T.

WHEREAS, the New Jersey Department of Transportation, Bureau of Local Aid, has advised that funds are available for improvements to public highways and construction of sidewalks under the jurisdiction of municipalities; and

WHEREAS, the Township of Willingboro is eligible to receive funding under said program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 22nd day of June, 1999, that application be made to the Commissioner of Transportation for aid under the Municipal Aid Program portion of the New Jersey Transportation Trust Fund Authority Act and any other funds available; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to sign such forms as may be necessary in order to apply for available funds.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED BY WILLINGBORO TWP. COUNCIL ON June 22, 1999

TOWNSHIP CLERK

RESOLUTION NO. 199- 93

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6-22, 1999, that an Executive Session closed to the public shall be held on 6-22, 1999, at 9:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 - 93A

A RESOLUTION AUTHORIZING WILLINGBORO TOWNSHIP TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974.

BE IT RESOLVED AND ENACTED by the Township Council of the Township of Willingboro, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION 1 Certain federal funds are available to Burlington County under Title 1 of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II It is necessary to establish a legal basis for the County and its people to benefit from this program; and

SECTION III An Agreement has been proposed under which Willingboro Township and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to NJSA 40:8A-1 et seq.

SECTION IV It is in the best interest of the Township of Willingboro that the agreement entitled "Agreement Between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V The Township of Willingboro shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement in behalf of the Township of Willingboro on this 29th day of June, 1999.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

original (3) F.M.

Board of Chosen Freeholders Of The County of Burlington

MOUNT HOLLY , NEW JERSEY

08060

DEPARTMENT OF
ECONOMIC DEVELOPMENT
Community Development Program
Human Services Facility
795 Woodlane Road, Westampton
P.O. Box 6000
Mt. Holly, N.J. 08060

(609) 265-5072
FAX (609) 265-5500

RECEIVED
MAY 7 1999
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

May 6, 1999

Rhoda Lichtenstadter, Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

RE: Cooperation Agreement to Participate with Burlington County in the Community Development Block Grant Program for Fiscal Years 2000, 2001 and 2002

Dear Ms. Lichtenstadter:

Enclosed please find three (3) copies of the Cooperation Agreement to participate with the County to conduct community development activities. You are requested to execute this Agreement in triplicate and return all copies to the Community Development Office by **June 25, 1999**. Also enclosed is a sample Resolution to be used in authorizing the execution of the Cooperation Agreement. We recommend you plan ahead to assure sufficient advance public notice is given as the Resolution is to be adopted and submitted with the executed Agreement.

This mailing of the Cooperation Agreements follows from the letter, dated April 21, 1999 from Freeholder Director Philip Haines, which invited your municipality to be included in the County's Housing and Community Development Programs for the three year period 2000, 2001 and 2002; and to be counted toward the qualification of Burlington County as an Urban County and to be eligible to apply for Community Development Block Grant Program and HOME Program funding from the US Department of Housing and Urban Development. You were advised to notify the County by June 5 of your municipality's decision whether or not it will participate for FY 2000-2002.

Thank you in advance for your prompt attention to adopting the Agreement and returning all three copies by June 25, 1999 to:

Ann Kline, Coordinator
Burlington County Community Development Office
PO Box 6000, Mount Holly, NJ 08060

(MUNICIPALITY)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE (MUNICIPALITY) TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED, by the Council of (Municipality), County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and

SECTION III. An Agreement has been proposed under which the (Municipality) and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq., and

SECTION IV. It is in the best interest of the (Municipality) that the Agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V. The (Municipality) shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the (Municipality) and affix thereunto the Official Seal.

SECTION VI. All resolutions or parts of resolutions which are inconsistent herewith are hereby repealed in the extent of their inconsistency.

SECTION VII. This Resolution shall take effect immediately after passage and publication as provided by law.

DATE: _____ _____

Township Clerk

Township of Willingboro

Memorandum

To: Norton n. Bonaparte, Jr., Township Manager
From: Denise M. Rose, Deputy Township Manager
Date: June 28, 1999
Re: Community Development Block Grant

The Township of Willingboro has participated in the Burlington County Community Development Block Grant and HOME Program for the past fifteen years. The Township's participation is based on a Cooperative Agreement to Participate with the County. The agreement is up for a three-year renewal at this time. A draft resolution and an agreement are attached for Council consideration.

Funding from the program has been used to pay the a major portion of the operating costs of the Senior Center and Senior Surrey program as well as direct funding to Willingboro residents for housing rehabilitation for owner-occupied housing of very-low- and low- and moderate-income people. Willingboro residents use approximately eighty percent of all county owner-occupied housing rehabilitation funding. During 1998 twenty-five properties were rehabilitated using Community Development Block Grant Funding.

Very-low- and low-income residents of the Township are directly served by County funded Community Development Block Grant activities such as:

Emergency Home Repair - the County through BCCAP provides grants to make emergency repairs in homes such as failed heating systems, electrical hazards, etc.

Home Improvement Loan Program - loans (at rates individually tailored to a family's ability to pay) to bring owner-occupied properties up to code.

Small Business Loan Program - provides reduced rates for small business improvements or expansion.

Housing Development - provides funding to non-profits such as BCCAP to acquire, rehabilitate and sell deteriorated, vacant properties for residential use to improve or revitalize neighborhoods.

Social Services supported and available to residents include special transportation for elderly and disabled, senior centers and meals on wheels.

Member Municipalities may apply for funding of activities that benefit very low-, low- and moderate-income families and individuals. Thirty-four of those benefited must meet the very- low and low-income funds (see attached chart).

Aid in the prevention or elimination of slums and blight. Thirty-four percent of those benefited must meet the very-low and low-income funds.

Eligible activities include:

- A community service's operating costs, (not owned by the grantee) such as a Senior Center, which is used principally by very-low- and low-income people;

- General improvements to a neighborhood business area, which serves a primarily residential area where not less than 34 percent of the residents are very-low- and low-income people, such as streetscape improvements, rehabilitation of commercial building facades and street re-paving;

- A special project directed to the removal of materials and architectural barriers which restrict the mobility and access of elderly and handicapped people of whom 34 percent meet very-low-, and low-income guidelines, such as installation of elevators or bathrooms that are handicapped accessible park trails that are handicapped accessible;

- The acquisition and/or rehabilitation of single or multi-family residential properties which are or will be occupied by very-low-, low- and moderate-income people at affordable rents.

Eligible actives, which aid in the prevention or elimination of slums or blight, include the following

- Activities to eliminate specific conditions detrimental to public health and safety such as the extension of sewer lines to eliminate unsafe septic systems where not less than 34 percent of the residents are very-low-, and low-income people.

The Township is eligible to apply for funding for handicapped access at the new library, the cultural and conference center as well as the municipal complex.

Additionally the Township will continue to be able to use these funds to defray the cost of its Senior Center and Senior Surrey programs. The Township is eligible to apply for funding from the County Community Development Block Grant Program to defray part capital improvements to the Senior Center area of the Community and Cultural Center.

The County's Community Development Block Grant Program provides a non-competitive approach to funding, each municipality is assured of receiving its fair share of funding for its eligible activities. Some activities such as capital improvements to eligible facilities are done on an every-other-year schedule. The County also provides technical assitance for the development and administration of eligible activities

The HOME Program supports housing rehabilitation initiatives needed to improve and preserve low- and moderate-income residential areas while providing affordable housing. Willingboro does not have any residential areas that meet the federal guidelines for this program.

Municipalities that do not participate in a cooperative agreement such as the one that Willingboro has participated in with the County may compete for Community Development Block Grant funds from the State on their own, however the program guidelines are more stringent. The Township applied for and on occasion received direct Community Development Block Grant funding prior to 1984. However the income levels of Township families rose far beyond the income guidelines for the program. The Township then entered into the County's program in order to receive funding for its senior programs and improvements to the municipal complex to provide handicapped access, as well as ensuring that lower income resident had a source of funding to maintain their homes in compliance with Township Standards.

The following is an outline of the Community Development Block Grant Program for municipalities that compete statewide for funding.

- All activities undertaken with program funds must benefit very low-, low- and moderate-income families and individuals. Fifty-one percent of those benefited must meet the very- low and low-income funds (see attached chart). Additionally the State requires a local match for its funding based on the level of poverty in the community. Willingboro has a very low poverty level (about 3.09 percent of families) and the State would require a greater cash match than a community such as Beverly, which as a higher level of poverty (about 11.50 percent of families.

- Aid in the prevention or elimination of slums and blight. Fifty-one percent of those benefited must meet the very-low and low-income funds.

Eligible project activities, which benefit very low, low- and moderate-income people include:

- An activity other than residential rehabilitation which serves an area where not less than 51 percent of the residents are very-low- and low-income people;

- A community service's operating and capital improvement costs, (not owned by the grantee) such as a Senior Center which is used principally by very-low- and low-income people;

- General improvements to a neighborhood business area which serves a primarily residential area where not less than 51 percent of the residents are very-low- and low-income people;

- Assistance to specific business, which provide services primarily residents of an area where not less than 51 percent of the residents are very-low- and low-income people;

- A special project directed to the removal of materials and architectural barriers which restrict the mobility and access of elderly and handicapped people of whom 51 percent meet very-low-, and low-income guidelines;

- The acquisition and/or rehabilitation of single or multi-family residential properties which are or will be occupied by very-low-, low- and moderate-income people at affordable rents.

Two eligible actives, which aid in the prevention or elimination of slums or blight, include the following

- Residential rehabilitation of structures deemed to be substandard under local definition, which are or will be occupied by very-low-, low- and moderate-income people;

- Activities to eliminate specific conditions detrimental to public health and safety such as the extension of sewer lines to eliminate unsafe septic systems where not less than 51 percent of the residents are very-low-, and low-income people.

The Township's average household size is 3.5 people and the average household income for the most recent income tax year is $64,000. The 1990 census indicated that only 3.09 percent of the Township's households would qualify as beneficiaries. A review of the Census track data indicates that no area of the Township has a population where 51 percent of the residents would be eligible for community development block grant activities.

Additionally, the Township would not be able to fund its Senior Center or Senior Surrey operating costs with Community Development Block Grant funds since the guidelines do not allow a municipality to directly fund any of its own programs.

Based on the program requirement that a minimum of 51 percent benefit to very-low- and low-income people the Township would be ineligible for the majority of program activities if it were to apply directly to the State of New Jersey for Community Development Block Grant. The only activity that the Township could undertake directly with Community Development Block Grant funding is a housing rehabilitation program of structures deemed to be substandard under local definition, which are or will be occupied by very low-, low- and moderate-income people (51 percent of the occupants must meet the very-low and low-income guidelines). As noted above the County has a housing rehabilitation program that is available to Willingboro residents and 80 percent of all available funding is spent in Willingboro. The Township would have to either hire staff to administer such a housing rehabilitation program or contract with an organization that is able to administer the program in accordance with State and Federal guidelines.

Based on the income levels of the Township's households, the flexibility of the County's program, as well as the ability to maintain funding for the Senior programs, it is my recommendation that the Township continue to participate in the County Community Development Program.

****

Community Development Block Grant Program Income Guidelines
For Burlington County
Issued by the US Department of Housing and Urban Development

Income limits	1 person family	2 people family	3 people family	4 people family	5 people family	6 people family	7 people family	8 people family
very-low	11,700	13,350	15,000	16,700	18,000	19,350	20,700	22,000
low	19,450	22,250	25,000	27,800	30,000	32,250	34,450	36,700
moderate	31,150	35,600	40,050	44,500	48,050	51,600	55,150	58,700

Board of Chosen Freeholders
County of Burlington
New Jersey

DEPARTMENT OF
ECONOMIC DEVELOPMENT
Community Development Program
Human Services Facility
795 Woodlane Road, Westampton
P.O. Box 6000
Mt. Holly, N.J. 08060

(609) 265-5072
FAX (609) 265-5500

RECEIVED
SEP 14 1999
OFFICE OF THE TWP CLERK
WILLINGBORO, NEW JERSEY

September 9, 1999

Rhoda Lichtenstadter, Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

RE: Community Development Block Grant Program
HOME Investment Partnerships Program
Cooperation Agreement for Three Program Years: 2000-2002

Dear Ms. Lichtenstadter:

Enclosed please find your municipality's copy of the executed Cooperation Agreement between the County of Burlington and the municipality which establishes the relationship for conducting Community Development activities. The Agreement has been reviewed and approved by the US Dept. of Housing and Urban Development. The participation of your municipality, along with 33 other municipalities, has contributed to the County successfully qualifying as an Urban County to receive Community Development Block Grant and HOME Investment Partnership funds for the Federal Fiscal Years 2000, 2001 and 2002.

We appreciate your joining with the County to form our partnership and we look forward to working together with you to carry out our housing and community development objectives.

Sincerely,

Ann Kline, Coordinator
Community Development Program

AK:lah
Encl.
cc: Frederick F. Galdo, County Administrator
George Fekete, Economic Development Director
Carl V. Buck, III, Asst. County Solicitor
Township Mayor
Township Administrator

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, (hereafter the "Board"), and Willingboro Township, (hereafter the "municipality"), to establish a cooperative relationship for the conduct of certain community development activities.

WHEREAS, Title II of the Housing and Community Development Act of 1974, as amended and supplemented, may make federal funds available to Burlington County for the operation of Community Development Programs upon satisfaction of certain criteria for the Board to receive said funding; and

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the HOME Investment Partnership Program, may make federal funds available to Burlington County to expand the supply of decent and affordable housing; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 408A-1, et seq., authorizes counties and municipalities to enter into agreements for the provision of joint services;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Willingboro Township, hereby agree as follows:

A. COMMUNITY DEVELOPMENT PLANNING PROCESS

I. Nature and Extent of Services

a. *Purpose*: The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended and supplemented, commonly known as the Community Development Block Grant (CDBG) Program, and Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships Program (HOME), and to carry out community development programs during the 2000-2002 federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 - CDBG, 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to Paragraph A. V. hereof.

b. *Authorization*: The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from Community Development Block Grant funds and Home Investment Partnerships Program funds it receives for Program Years 2000, 2001 and 2002. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders, and statutes adopted to implement the Housing and Community Development Act of 1974, as amended and supplemented. The

municipality is hereby designated as a cooperative unit of general local government. The Board and municipality hereby agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

c. *Citizen Advisory Committee:* There is hereby established a Community Advisory Committee, to consist of 60 members as follows:

Representative		Appointed By
Mayor or his/her Representative from each Municipality	40	Local Mayor
Office on Aging	1	Freeholder Director
Department of Health	1	Freeholder Director
Work Force Investment Board	1	Freeholder Director
County Job Training Program	1	Freeholder Director
Planning Board	2	Chairperson, Planning Board and Freeholder Director
McGuire Air Force Base	1	Base Commander
Fort Dix	1	Base Commander
Municipal Managers/Administrators	1	Freeholder Director
Labor Union	1	Freeholder Director
Housing Industry	1	Freeholder Director
Community Action Program	1	BCCAP Board of Directors
Banks and Mortgages	1	Freeholder Director
Environmentalist	1	Freeholder Director
Realtors	1	Freeholder Director
Citizens-at-Large	5	Freeholder Director

d. *Committee Responsibilities:*

1. The Mayor (or his/her representative) of 12 municipalities who have signed Cooperative Agreements with the Board shall constitute a quorum.

2. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

3. The Coordinator of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

4. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5. The Committee shall study the community development needs of the participating municipalities and shall plan for the prudent utilization of funds made available to the Board. It shall recommend that the Board make application for federal funding, including funds for "urban counties". The Committee shall be authorized to develop, in the manner herein prescribed, a Community Development Plan for Burlington County, to include a housing assistance program. The Committee shall be authorized to recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.

6. After consultation with affected municipal and County government, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

7. The municipality signing this Agreement shall be eligible to request to participate in the expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the approval of the municipal governing body.

8. Upon completion of Grant Applications, the Burlington County Community Development Office shall hold at least two public hearings pursuant to HUD regulations and applicable state regulations.

9. All minutes of the Committee, Executive Committee and any other sub-committee formed pursuant to Paragraph 2 above shall be promptly forwarded to the Board and to the Clerks of each participating municipality.

II. <u>Standards of Performance</u>

Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Interlocal Services Act and the Housing and Community Development Act. A report shall be prepared on an annual basis for the Committee by each recipient of funds. Said report shall describe the activity, the work performed to date, and whether the objectives of the program have been achieved. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

III. Locus of Funds

The Board shall apply for the amount of funds recommended by the Committee, subject to modification by the Board. All federal funds received by the Board shall be placed in a County trust fund established and maintained in accordance with applicable laws. This funds shall be a separate bank account subject to the control of the Board, which shall be the designated recipient of the funds provided by the Federal Act.

Upon authorization by the Board, and in compliance with State law, the Board may expend funds from this trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contact. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend it own funds except as may be mutually agreed between the Board and the municipality.

IV. Duration of Contract

This Agreement shall be in effect for Federal Fiscal Years 2000, 2001 and 2002 and for any additional period necessary to carry out activities that will be funded from annual Community Development Block Grant appropriations and HOME Investment Partnerships Program appropriations for Federal Fiscal Years 2000, 2001 and 2002 and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. The Board and the Municipality shall not terminate or withdraw from this Agreement while the Agreement remains in effect.

V. Restrictions

The municipality understands that by executing this Agreement, it may not:

1. Apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program; and

2. Participate in a HOME Investment partnership program only through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the municipality cannot form a HOME consortium with other local governments.

VI. Designation of General Agent

The Administrative Liaison Officer selected pursuant to Section A. (I)(d)(3) of this Agreement is hereby designated as the administrative agent for the Board for purposes of compliance with statutory and regulatory responsibilities. The Liaison shall be accountable and subject to the supervision of the Board.

VII. Efficacy

This Agreement shall become effective only when (1) sufficient municipalities have signed the Contract so that no less than a population of 200,000 Burlington County residents is represented, and (2) all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that the Board fails to satisfy these criteria within the time period set forth by the United States Department of Housing and Urban Development, the Board shall so notify each participating municipality and the Agreement shall thereupon be null and void.

VIII. Compliance with Laws

The Board, the Municipality and all other cooperating units of general government shall take all actions necessary to assure compliance with the County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Act, the Americans with Disabilities Act of 1990 and other applicable laws.

The Municipality agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations with jurisdictions. Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.

IX. Responsibilities for Grant Administration

The Board shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504, before disbursing any funds.

B. **ACTIVITIES**

The Board is hereby designated to undertake the program activities which may include, but are not to be limited to the activities listed below, as the responsible unit of general local government. The Board shall be responsible for assuring the administration and effectuation of the program in accordance with all HUD requirements. The specific items to be funded pursuant to Paragraphs 1-5 below will be on file as applied for and approved by the Board pursuant to applicable HUD guidelines.

1. Rehabilitation Loan Program:

   The Program is designed to assist the residents of low and moderate income levels within participating municipalities who are living in housing suitable for rehabilitation to improve the existing housing stock and upgrade the living environment.

2. Planning and Administration:

   These funds have been designated to pay for the costs incurred in the implementation of the rehabilitation loan program.

3. Locally Determined Activities:

   These are programs designed by the municipalities to improve conditions; each program is required to be approved by the Community Development Office of Burlington County.

4. County Determined Activities:

   Those programs are designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis upon approval of the recommendation to the Board by the Community Development Office of Burlington County.

5. Cost Overrun Account:

   In order to allow some flexibility in the above-described programs, these funds have been set aside for use when needed, to be made available pursuant to program amendments during the year.

C. COST OF PROGRAM: FEDERAL/LOCAL SHARE

The full cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Community Development Act. However, federal assistance made available hereunder shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

D. STANDARDS OF PERFORMANCE

Standards of performance will comply with the requirements established by the Community Development Block Grant Program and the HOME Investment Partnerships Program.

E. TIME PERIOD OF ACTIVITIES

The period to accomplish the activities in this Agreement shall be the program year starting upon approval of the program application by the Department of Housing and Urban Development.

F. **AVAILABILITY OF RECORDS FOR AUDIT**

All records kept in connection with this program will conform to Federal requirements under Title I of the Community Development Act and applicable State laws. Records shall be available for review by the authorized representatives of any participating municipalities and the County at a mutually agreed time.

G. **COOPERATION**

The municipality agrees to cooperate with all other municipalities who sign comparable agreements with the Board and be bound as if all had signed the same Agreement.

H. **SEVERABILITY AND MODIFICATION CLAUSE**

In the event that any portion of this Agreement is found to be unlawful or invalid, the remainder shall continue in effect.

I. **MODIFICATIONS OF ACTIVITIES**

In the event that modifications of project activity shall become necessary, the Community Development Office may increase or decrease the cost of any project with the concurrence of HUD.

This Agreement shall replace and supersede all previous agreements between the parties.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

ATTEST: _____
COUNTY ADMINISTRATOR

BY: _____
FREEHOLDER DIRECTOR

DATE: 7/14/99 Res.#449

(SEAL)

Willingboro Township

ATTEST: _____
TOWNSHIP CLERK/ADMINISTRATOR

BY: _____
CHIEF EXECUTIVE OFFICER

DATE: 6/29/99

RESOLUTION NO. 1999- 94

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6-29, 1999, that an Executive Session closed to the public shall be held on 6-29, 1999, at 9:30 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Lavonne Bebler Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 - 95

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6-28, 1999, that an Executive Session closed to the public shall be held on 6-28, 1999, at 7:50 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Lavonne Bebler Johnson
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 96

A RESOLUTION CONCERNING WATER MAIN BREAKS ON COUNTRY CLUB ROAD AND CRESCENT ROAD.

WHEREAS, the Willingboro Municipal Utilities Authority has brought to the attention of the Township Council various issues arising out of water main breaks on Country Club Road and Crescent Road which require replacement of the water line; and

WHEREAS, the replacement of the water line, if confined to the area within the right-of-way, but in the grass portion along the roadway, would require the destruction of a substantial number of well established trees, bushes and other landscaping; and

WHEREAS, the Willingboro Municipal Utilities Authority has proposed to avoid the destruction of the tress and landscaping by placing the replacement water line in the street alongside the curb; and

WHEREAS, the Township has normally attempted to avoid the digging up of streets whenever reasonably possible; and

WHEREAS, the Willingboro Municipal Utilities Authority has attempted to cooperate with the township by making repairs to its facilities when street repairs are scheduled; and

WHEREAS, the Willingboro Municipal Utilities Authority has proposed to make the repairs and to restore the streets which must be opened in accordance with the standards established by the Township and in accordance with inspections to be provided by the Township Engineer; and

WHEREAS, the Township Council has determined that the repairs scheduled by the Willingboro Municipal Utilities Authority along Country Club Road and Crescent Road present extraordinary circumstances in light of the damage that would result to trees, shrubbery and landscaping, the proximity of heavy duty electrical lines, and the damage which would occur to driveways,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 28th day of June, 1999, that the Willingboro Municipal Utilities Authority is hereby authorized to open the streets identified as Country Club Road and Crescent Road and the portions where they intersect

with other roads in order to effect the repairs to the water lines of the Willingboro Municipal Utilities Authority; and

BE IT FURTHER RESOLVED, that the Willingboro Municipal Utilities Authority is hereby requested to prepare and provide to the Township Council a long-range evaluation of the locations where the lines of the Willingboro Municipal Utilities Authority may require that repairs be made and placed in the streets rather than in the grass area along the streets; and

BE IT FURTHER RESOLVED, that the Willingboro Municipal Utilities Authority shall restore all streets that have been opened in accordance with the standards maintained by the Township and in accordance with inspections to be performed by the Township Engineer; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be provided to the Willingboro Municipal Utilities Authority, to the Township Engineer and to the Director of Public Works for their information and attention.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

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

July 1, 1999

Mr. Harry Killian
Willingboro Municipal Utilities Authority
John F. Kennedy Way
Willingboro, New Jersey 08046

Dear Mr. Killian:

Enclosed is a copy of Resolution No. 96-1999 adopted at the Willingboro Township Council meeting of June 28, 1999 concerning Water Main Breaks on Country Club Road and Crescent Road.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosures

/eb

cc: Mr. Carl Turner
Mr. Harry McFarland

RESOLUTION 1999 - 97

WHEREAS, N.J.S. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 1998 has been filed by a Registered Municipal Accountant with Willingboro (municipality) clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all member of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

Schedule of Findings and Questioned Costs, and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

Schedule of Findings and Questioned Costs

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to with:

> R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined no more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of Willinboro (municipality), hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

LAVONNE BEBLER JOHNSON
MAYOR

ATTEST:
Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1999-98
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 6th day of July, 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

PURDY, CHARLES & ETHEL 42 GLOVER LANE BLOCK 738 LOT 12 42 GLOVER LANE OVERPAYMENT TAXES	$778.14
NORTH AMERICAN MTG. CO 231 EAST AVENUE SUITE 200 ALBION, N.Y. 14411-1678 BLOCK 827 LOT 2 8 ELDER LANE OVERPAYMENT TAXES	956.54
NORWEST ELECTRONIC TAX SERVICE 1 HOME CAMPUS, - MS122575 DES MOINES, IA. 50328-0001 BLOCK 1120 LOT 22 12 TOWER LANE 100% EXEMPT	1926.02
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA – W. TOWER 15TH FLR. UNIONDALE, N.Y. 11556-0172 BLOCK 820 LOT 3 11 ENDWELL LANE 100% EXEMPT	276.23

RESOLUTION NO. 1999- 99

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7-6, 1999, that an Executive Session closed to the public shall be held on 7-6, 1999, at 7:50 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 100

A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT FOR AN ARCHITECTURAL FEASIBILITY STUDY.

WHEREAS, the Township Council of the Township of Willingboro has requested that proposals be submitted for Professional Services for the purposes of undertaking an architectural study of the feasibility of renovations, alterations, and/or additions to the JFK Complex and any alternatives to such a plan that might be appropriate; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the proposal of the Tarquini Organization of Camden, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Wilingboro, assembled in public session this 6th day of July, 1999, that the proposal be accepted as per the attached scope of services.

Lavonne Bebler Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

The TARQUINI ORGANIZATION.
Renovations, Alterations, And/OR Additions
To J.F.K. Complex

The money necessary to fund said contract is in the amount of $ 19,000 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Cap. Mun. Complex. 04-0298-CBP 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

The following is an outline of tasks needed for the conversion of John F. Kennedy Complex to the Township Cultural Center:

I. Development of a Master Plan:

A. Description: The purpose of this phase is to develop an overall master plan for the various sections/areas of the complex. Through meetings with the Township Council and their appointees, we will establish the best uses for each section of the complex for future development. The overall master plan will delineate the intended uses of the facility for both the short and long term. The development of the master plan will allow the Township to systematically implement a strategic plan for the use of the overall facility. We will prepare an overall floor and site plan of the facility illustrating how the building and site will be developed. The master plan will illustrate proposed additions or modifications to the center that will be planned for visitor orientation, circulation, public information, waiting, and/or commercial uses, etc.

B. Deliverable: Color rendered floor and site plans, suitable for presentations, display and marketing.

C. Cost: $5,400.00 (Five thousand, four hundred dollars)

II. Building Façade

Building Façade Study (Part 1):

A. Description: The purpose of this task is to develop a new image for the complex reflecting the change in use and modernization of the facility. We will prepare three (3) front exterior concepts reflecting different architectural styles and images. Each concept will include a front elevation view and partial floor plan reflecting the changes in the front entrance foyer, court and entrance drive up to the complex. Cost estimates for each concept will be provided for Council's review.

B. Deliverable: Conceptual architectural sketches reflecting proposed enhancements and alterations to front of complex.

C. Cost: $4,800.00 (Four thousand eight hundred dollars)

Selected Façade Development (Part 2):

A. Description: Based upon a selected concept developed in Section II Part 1 above, we will prepare a professional color rendering of the front of the complex with an architectural floor plan depicting the proposed modifications along with one (1) interior color rendering sketch. We will prepare a partial site plan reflecting any agreed-upon court and/or entrance drive improvements.

B. Deliverables: We will furnish one set of camera-ready copy for future reproduction. The developed concept drawings will be suitable for your marketing and advertising efforts.

C. Cost: $3,800.00 (Three thousand eight hundred dollars)

III. Long-Range Construction Phasing Plan

A. Description: The purpose of this task is to develop a long-range, phased development and construction plan. The plan will be based upon a logical progression of needed improvements and renovations consistent with the overall master plan and available township funds. The plan will permit the Township to adequately plan for sequencing the work based upon their financial resources. The Tarquini Organization will also assist in the identification of funding sources for the project.

B. Deliverable: A schedule of prioritized work items based upon need and financial ability will be developed.

C. Cost: $2,500 (Two thousand five hundred dollars)

IV. Construction/Design Documents, Bidding and Construction Activities

As projects are developed for the proposed complex, we will provide professional architectural and engineering services needed for those projects based upon the following schedule:

FEE	CONSTRUCTION COST	
Hourly Rates	Up To	$ 75,000.00
9.0%	$ 75,000.01	$ 200,000.00
8.0%	$ 200,000.01	$ 500,000.00
7.0%	$ 500,000.01	$1,000,000.00
6.5%	$1,000,000.01 and over	

The above schedule is based upon individually bid projects.

The above fees for professional services are based upon execution of a standard AIA Owner/Architect B-141-87 Agreement which includes the preparation of architectural/engineering design documents, public bidding, and administration of the construction contract. The Tarquini Organization will also meet with appropriate state and local officials and will attend Township meetings of various kinds when requested. The Township engineers would provide all site engineering design directly to the Township.

The cost for any reproduction of literature, brochures, and other documents for marketing purposes would be additional and billed to you at cost.

The **Tarquini** Organization

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

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

To Council for Discussion

June 1, 1999

Township of Willingboro
Attn: Mr. Norton N. Bonaparte, Jr.
Township Manager
One Salem Road
Willingboro, N.J. 08046

RE: Professional Services, Willingboro Cultural Center
M9038

Dear Mr. Bonaparte:

As requested by the Township Council, I have prepared a proposal for professional services concerning the proposed conversion of the JFK High School building into a cultural center. This proposal is included on subsequent pages.

I have outlined the services in major tasks, as they can and should be developed simultaneously.

If you have any questions about the proposal, please do not hesitate to contact me at (609) 365-7270. Thank you for the opportunity to work with you and the Township Council on this exciting project.

THE TARQUINI ORGANIZATION, a Professional Association

John W. Gibson, Jr., AIA
President

Enclosures

JWG/ped

The **Tarquini** Organization

To Council for Discussion

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

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

July 2, 1999

Township of Willingboro
Attn: Mr. Norton Bonaparte, Jr.
Township Manager
Municipal Complex, One Salem Road
Willingboro, N.J. 08046

RE: Willingboro Community Cultural Arts Center (JFK Complex)
PN: 99019

Dear Mr. Bonaparte:

In accordance with our telephone conversation with Denise Rose, I have attached a schedule showing our proposed timeline for the various phases of the Development of the Master Plan.

The Tarquini Organization also agrees to assist the Township in the identification of funding sources for the project.

I have also attached a copy of the American Institute of Architects' Owner/Architect B-141-87 Agreement which will be applicable for any construction projects at the complex.

Please sign and return one copy of the agreement to our office. I will then sign and return your copy for your records.

If you have any questions regarding the enclosed materials, please contact me at (856) 365-7270.

THE TARQUINI ORGANIZATION, a Professional Association

John W. Gibson, Jr., AIA
President

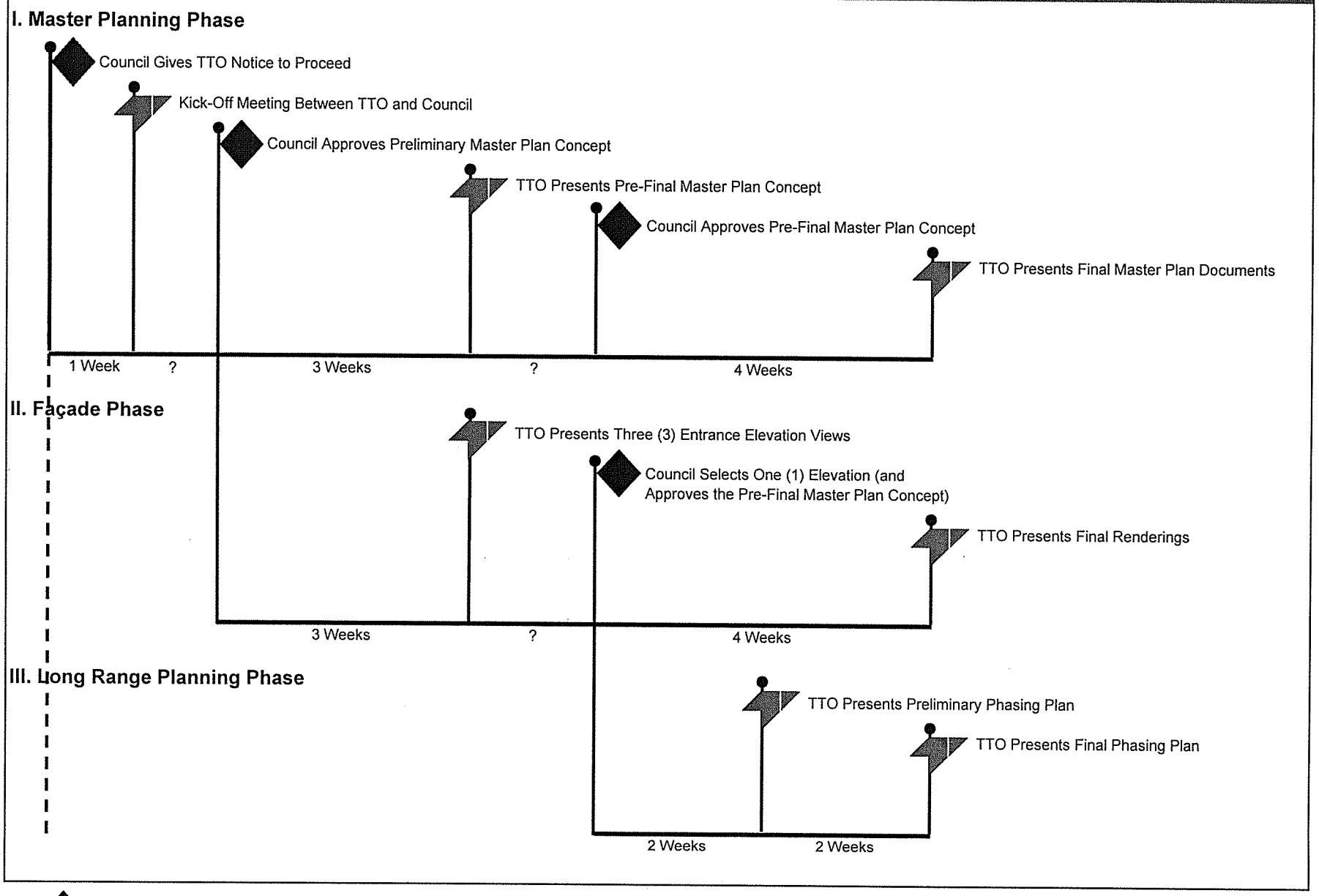
JWG/ped

enclosures

cc: The Tarquini Organization, Janice Soper, Administrator

File: \\NT_SERVER\VOL3\TTODATA\PROJECTS\99019\Schedule Letter.doc

Proposed Master Plan Development Schedule for the Willingboro Community Cultural Arts Center



= Task to be completed by Willingbor Township Council

= Task to be completed by The Tarquini Organization

Standard Form of Agreement Between Owner and Architect

AIA Document B141 The **Tarquini** Organization **PN 99019**

AGREEMENT

made as of the 6th day of July in the year of Nineteen Hundred and Ninety-Nine.

BETWEEN the Owner:

The Township of Willingboro
Municipal Services Building
One Salem Road
Willingboro, New Jersey 08046

and the Architect:

The Tarquini Organization, P.A.
1812 Federal Street
Camden, New Jersey 08105

For the following Project:

Renovations, alterations and/or additions to the present John F. Kennedy School Complex, Willingboro, New Jersey.

The Owner and Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2. 1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract

for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services.

If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making

subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project,

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction per-formed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than **60** days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site

of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable. grades and lines of streets. alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specialty provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses

shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document **A201**, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses:

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of One Thousand Dollars ($1,000.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Hourly Rates	Up To	$ 75,000.00
9.0%	$ 75,000.01	$ 200,000.00
8.0%	$ 200,000.01	$ 500,000.00
7.0%	$ 500,000.01	$1,000,000.00
6.5%	$1,000,000.01 and over	

The above schedule is based upon individually bid projects.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	Fifteen	percent	(15%)
Design Development Phase:	Twenty	percent	(20%)
Construction Documents Phase:	Forty	percent	(40%)
Bidding or Negotiation Phase:	Five	percent	(05%)
Construction Phase:	Twenty	percent	(20%)
Total Basic Compensation	one hundred percent		(100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

For Principals of the Architect, at the fixed rate of One Hundred and Two Hundred Dollars ($200.00).

For employees of the Architect, at the rate of three (3) times the direct personnel expense of that employee.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

For Principals of the Architect, at the fixed rate of One Hundred and Two Hundred Dollars ($200.00).

For employees of the Architect, at the rate of three (3) times the direct personnel expense of that employee.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one-quarter (1.25) times the amounts billed to the Architect for such services.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and one-quarter (1.25) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within forty-eight (48) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12 percent (12%) per annum

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

12.1 REMODELING, REHABILITATION, RENOVATION OR RESTORATION

12.1.1 The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Onwer is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.

12.1.2 The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation information furnished by the Owner.

12.2 OWNER'S CONSULTANTS

Add the following Paragraph 12.2.1 to Article 4:

12.2.1 The Owner shall contract separately for civil, site and environmental engineering design services. Unless otherwise indicated, those services shall be performed by licensed professional consultants who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and the Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of the consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services, and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

This Agreement entered into as of the day and year first written above.

OWNER

X Lavonne B. Johnson

(Signature)

LAVONNE B. JOHNSON, MAYOR

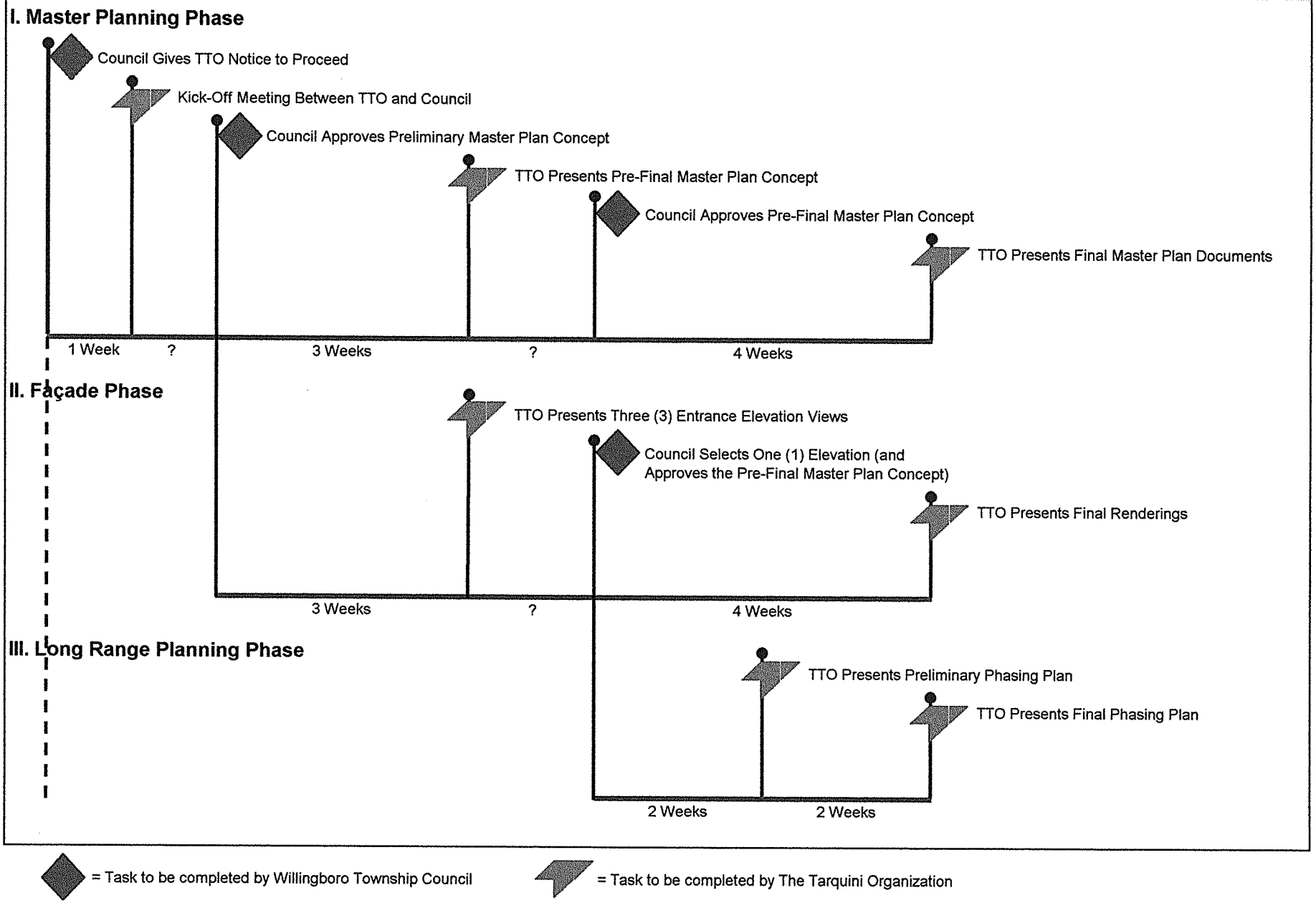
(Printed name and title)

ARCHITECT

(Signature)

John W. Gibson, Jr., AIA, President

Proposed Master Plan Development Schedule for the Willingboro Community Cultural Arts Center



= Task to be completed by Willingboro Township Council

= Task to be completed by The Tarquini Organization

RESOLUTION NO. 1999 - 101

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THEODORE & JUDITH EVANS FOR CLINICAL COUNSELING SERVICES.

WHEREAS, the need exists for Clinical Counseling Services for juveniles; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July, 1999, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theordore E. Evans and Judith Evans, in an amount not to exceed $75,000; and

2. This contract is awarded without competitive bidding as professional service in accordance with N.J.S.A. 40:ll-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 BEBLER JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the

TOWNSHIP OF WILLINGBORO

and

THEODORE E. EVANS and JUDITH EVANS

THIS AGREEMENT is made this 27th day of JULY, 1999 to be effective for the term July 1, 1999 through June 30, 2000, by and between the **Township of Willingboro**, hereinafter referred to as the "Township", and **Theodore E. Evans** and **Judith Evans**, licensed Social Workers, authorized to provide professional services within the State of New Jersey, hereinafter referred to as "Consultant".

I. SCOPE OF SERVICES

During the term of this Agreement, the Consultant will provide

1. Theodore E. Evans will provide full time clinical counseling services for juveniles on the basis thirty-five [35] hours per week.

2. Judith Evans will provide part time clinical counseling services for juveniles on the basis of seven [7] hours per week.

3. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.

4. The specified hours per week may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. Seventy [70] hours shall be allowed for personal leave.

5. The focus of the counseling and therapy services should be the juveniles who reside within the Township of Willingboro and who have become involved with the Police Department and who have been or are at risk of being charged with violations which would bring them before the Family Court. Counseling services and therapy shall be provided on a priority basis to individuals who reside within the Township of Willingboro and who are referred by the Willingboro Police Department or by the Willingboro Municipal Court. To the extent that working with the juvenile calls for involvement with the family, that additional interaction may be part of the program. It is not, however, the function of this program to provide a full range of family counseling programs. Individuals and families who need services beyond the scope of the program provided by the Township shall be referred to other sources for those services. Referrals shall not be to a specific individual or agency, but the client shall be provided with information on not less than two sources for those additional services.

6. Nothing in this Agreement shall bar the Consultant from providing additional client services on a private fee-paid basis, provided that those services are on the personal time of the Consultant and are not provided within Township facilities, and further provided that the client is advised, in writing, that those additional services are optional and that they are not part of the program conducted by the Township of Willingboro. A copy of the written notice, signed by the client, shall be maintained on file with the Township, in accordance with procedures established by the Township Manager.

7. The Consultant shall submit quarterly, semi-annual and annual statistical reports to the Township Manager with information on services provided and such other data as may be requested by the Township Manager.

II. TERM OF AGREEMENT

This Agreement shall be for one (1) year commencing July 1, 1999, and ending on June 30, 2000 The Agreement may be renewed upon the mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this Agreement, the Township shall appropriate the sum of Seventy-five Thousand dollars [$75,000.00] to cover the cost of providing the services to be supplied by the Consultant.

Of that sum, the Township shall pay a salary to the individuals designated by the Consultant, as follows:

Theodore E. Evans	$ 52,500 per annum
Judith Evans	$ 7,500.00 per annum

Compensation for the those designated by the Consultant to be carried on the Township payroll shall be paid weekly or bi-weekly, at the option of the Township.

Further deductions from the specified allocation shall be made to cover the actual cost of all salary related benefits, including, but not limited to, pension contributions, social security contributions, unemployment contributions, and costs of worker's compensation coverage.

IV. SPECIAL PROVISIONS

A. The Township will pay, out of the specified appropriation, other expenses as requested by the Consultant and approved by the Township Manager.

B. The Township will provide the Consultant with office space in the Municipal Complex as designated by the Township Manager. The value of that space shall not be charged against the allocation for the program.

C. The Township will provide telephone service to the office space used by the consultant for the use of the consultant in conjunction with the program.

D. The program shall be subject to annual review by the Township Council to determine whether it should be continued. That review shall take place during the annual budget review by the Township Council.

E. No additional costs to the Township shall be incurred which shall result in the costs exceeding the $75,000.00 appropriation.

V. CONSIDERATION

The promises made and the obligations assumed by the Township are made and assumed in consideration of the promises made and the obligations assumed by the Consultant.

The promises made and the obligations assumed by the Consultant are made and assumed in consideration of the promises made and the obligations assumed by the Township.

VI. NEW JERSEY LAW

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

VII. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law provided, however, that no such invalidity shall in any way reduce services to be performed by the Consultant for the Township.

VIII. NO WAIVER

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

IX. CAPTIONS

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

X. NO ASSIGNMENT

This Agreement shall not be assigned by the Consultant.

XI. OWNERSHIP OF RECORDS

All records and data of any kind relating to the Township shall belong to the Township and be surrendered to the Township upon expiration or termination of this Agreement, and/or upon reasonable request made by the Township. All counseling records relating to individuals receiving services from the Consultant shall be treated as Confidential and access to those records shall be limited to the Consultant and to any person or agency employed or retained by the Township to review, monitor, supervise or provide services substantially similar to the services provided by the Consultants.

XII. INSURANCE

The Consultant shall provide at his/her own cost and expense proof of the following insurance to the Township:

A. **Workers Compensation**
Statutory - in compliance with the Worker's Compensation Law of the State of New Jersey and to cover any employees of the consultant. No employees of the consultant shall be considered to be in any way employees of the Township.

B. **Errors and Omissions**
A minimum single limit of liability of $1,000,000.00.

Failure by the Consultant to supply written evidence of required insurance shall result in default.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Township. The Consultant shall take no action to cancel or materially change any of the insurance required under this Agreement without the Township's prior approval.

XIII. TERMINATION

This Agreement is for a term of one year, [July 1, 1999 to June 30, 2000]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

XIV. EQUAL OPPORTUNITY CLAUSE

In consideration of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment for reasons of race, age, sex, religion, color, ancestry, marital status, handicap or national origin. Actions contemplated within this paragraph include employment, promotion, demotion, transfer, recruitment, discipline, lay-off, rates of pay or other forms of compensation and selection for training including apprenticeship. Additionally, the Consultant agrees to comply with N.J.S.A. 10:5-1 (Law Against Discrimination), complete the Contractor Certification of Compliance, P.L. 1975, C.127 (N.J.A.C. 17:27) attached hereto as Exhibit "A" and incorporated herein by reference, to provide a current New Jersey Certificate of Compliance with such statute or a copy of State Form AA302 pending receipt of such certificate and to execute such additional documents as may be required of a corporation doing business in the public sector within the State of New Jersey and to comply with the rules and regulations relating thereto.

XV. INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the professional activities of the Consultant, their employees and agents in connection with all activities undertaken by the Consultant pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the Township, its officers and employees, based upon any act or omission of the Consultant, that the Township, its officers and employees shall be held harmless from any and all costs, costs of defense and damages, and the same shall be the responsibility of the Consultant and/or it's parent or

successor companies.

XVI. INDEPENDENT CONTRACTOR STATUS

The Consultant shall at all times be deemed an independent contractor except as to the two individuals designated by the Consultant to be carried on the Township payroll for salary and pension purposes. All employees of the Consultant shall be exclusively employees of the consultant shall not be considered employees of the Township. No agency relationship between the parties, except as expressly provided for herein, shall exist as a result of the execution of this Agreement or performance thereunder.

XVII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged in whole or in part, except by an instrument in writing signed by the parties hereto.

XVIII. NOTICES

Notices under this Agreement shall be sent to:

Consultant:

Theodore E. Evans
Judith Evans
68 East River Drive
Willingboro NJ 08046

Township of Willingboro:

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

XIX. SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of this Agreement.

Township of Willingboro

BY: _____
Lavonne Bebler Johnson
Mayor

_____
Theodore E. Evans
Consultant

BY: _____
Rhoda Lichtenstadter, RMC
Township Clerk

_____
Judith Evans
Consultant

TOWNSHIP OF WILLINGBORO

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

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

July 28, 1999

Mr. & Mrs. Ted Evans
68 East River Drive
Willingboro, New Jersey 08046

Dear Mr. & Mrs. Evans:

Enclosed please find a copy of Res. No. 1999 – 101, authorizing a professional services agreement for Clinical Services Counseling through June 30, 2000.

Also enclosed is an original and one copy of a professional services agreement. Please sign both copies, return both to me and a fully executed copy will be returned to you for your records.

Best Regards,

Rhoda Lichtenstadter, RMC
Township Clerk
Encs.

RESOLUTION NO. 1999 - 102

A RESOLUTION EXTENDING THE DATE
FOR 1998 3RD QUARTER TAXES.

WHEREAS, the Township Council of the Township of Willingboro has determined that it is impossible to send out the regular third quarter tax bills for 1999 in a timely fashion, for reasons beyond the control of the Township of Willingboro; and

WHEREAS, it is anticipated that the tax bills will be prepared and sent to (mailed) taxpayers on or about August 1, 1999; and

WHEREAS, theTownship Council of the Township of Willingboro has determined that taxpayers are entitled to a reasonable extension of time to make the payments of the third quarter 1999 taxes, without the imposition of penalties;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July, 1999, that the Treasurer of the Township of Willingboro be and hereby authorized to accept payments of third quarter 1998 taxes not later than August 20, 1999, without the imposition of interest or penalties; and

BE IT FUTURE RESOLVED, that certified copies of this resolution shall be provided to the Treasurer of the Township of Willingboro for her information and attention.

Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1999- 103

A RESOLUTION REQUESTING RELEASE OF ESCROW FUNDS FOR ACME MARKET #22-1126

WHEREAS, at the request of the applicant, Acme Markets, and recommendation by the Engineer, by his letter dated July 13, 1999, that the referenced site improvements have been maintained for the required time period as per the Land Use Law,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July, 1999, that all the escrow funds, in the amount of $3,420.79 (minus $89) for preparation, review and closing of this file be returned to the applicant.

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

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

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

1717 Swede Road
Suite 102
Blue Bell, PA 19422
(800) 840-8971

July 13, 1999

Marie Annese, Planning Board Secretary
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

RE: Release of Escrow Funds
Acme Market #22-1126
LAWB No. 92-39-87

Dear Ms. Annese:

The requirements of the Approved Resolution granting Site Plan Approval for the above referenced site have been maintained for the required time period. All outstanding maintenance items have been repaired and inspected.

It would, therefore, be appropriate to release all escrow funds minus $89 for the preparation, review and closing of this file.

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A Turner

Carl A. Turner, P.E.
Township Engineer

CT: kg

cc: Norton Bonaparte, Jr., Township Manager
Charles L. Yoder, Lease Administrator

92-39-87\LET\CAT\ANNESE.L13.DOC (99)

RESOLUTION NO. 1999 104

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7-27, 1999, that an Executive Session closed to the public shall be held on 7-27, 1999, at 11:00 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Lawrence Behly Johnson

MAYOR

ATTEST:

Rhoda Lichtenstadter

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 105

WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 1998; and

WHEREAS, the Chief Financial Officer of the Township is required to prepare a Corrective Action Plan, addressing the comments in the 1997 Audit; and

WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 27th day of July, 1999, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 1998 Audit, be and hereby is approved; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to the Chief Financial Officer of the Township of Willingboro, to the Township Auditor and the the Division of Local Government Services for their information and attention.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CORRECTIVE ACTION PLAN
Year ending December 31, 1998

Willingboro Township **Burlington County** **July 1, 1999**

Finding No. 98-1

Condition:
The Township contracted for secretarial services and property maintenance services, whose cost individually exceeded the bid threshold, without obtaining competitive bids as required by the Local Public Contracts Law.

Analysis:
Temporary personal used to replace key employees lasted longer than anticipated.

Corrective Action:
The key personal vacancy has now been filled and the temporary employee is no longer being used.

Analysis:
We request bids yearly for several frequently used property maintenance services. The vendor that was over was not on the list and was used solely for emergency repairs when vendors on the list were not available.

Corrective Action:
The maintenance department will request bids for emergency maintenance work.

Finding No. 98- 2

Condition:
The Township improperly accounted for a police grant and when corrected, the budget appropriation for Police Other Expensed was overexpended.

Analysis:
The expenditure for the Grant Funds was not delineated in the budget report. Grant funds were lumped in with the normal "equipment" line item. The total amount of the line item was the normal amount requested for that item without the Grant. As expenditures were made, budget reports did not show expenditures for grants separately.

Corrective Action:
We have set up a separate accounting system for grants. As soon as the budget is posted, we will charge off the grants and use different account numbers for tracking grant expenditures. This new system is already in place.

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: **July ~~6~~ 26, 1999**

TO: **Mr. Norton Bonaparte**

FROM: **Joanne G. Diggs**

SUBJECT: **Corrective Action Plan**

Attached Corrective Action Plan for the 1998 Audit Findings. I request Township Council's adoption of the plan that must be filed with the Division of Local Government.

If there are any questions, please contact me.

C. Rhoda Lichtenstadter

RESOLUTION NO. 1999 – 106

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN BOARD OF CHOSEN FREEHOLDERS AND THE TOWNSHIP OF WILLINGBORO FOR A NUTRITION AT JFK CENTER.

WHEREAS, the Burlington County Board of Chosen Freeholders and the Township of Willingboro wish to enter into an agreement to operate a Nutritional and Recreational Center for Senior Citizens at the JFK Building,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of July, 1999, that the Mayor and Clerk are hereby authorized to sign the attached agreement; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Board of Chosen Freeholders and the Chief Financial Officer for their information and Attention.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

Board of Chosen Freeholders
County of Burlington
New Jersey

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

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

September 13, 1999

RECEIVED
SEP 14 1999
OFFICE OF THE TWP CLERK
WILLINGBORO, NEW JERSEY

Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Dear Sir/Madam:

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

Very truly yours,

EVAN H.C. CROOK
BURLINGTON COUNTY SOLICITOR

EHCC/pad
Enclosure

wp-admin/out.ks

Res. #528

AGREEMENT

THIS AGREEMENT, made this 11th day of ~~January,~~ Aug, 1999 between **THE BOARD OF CHOSEN FREEHOLDERS,** 49 Rancocas Road, Township of Mount Holly, County of Burlington and the State of New Jersey, hereinafter referred to as the "Board" and **THE TOWNSHIP OF WILLINGBORO,** hereinafter referred to as the "Township".

WITNESSETH

1. It is hereby agreed that the Township will make available to the Board the premises located in John F. Kennedy High School, 429 John F. Kennedy Way, Willingboro, County of Burlington and the State of New Jersey for the sole purpose of operating a Nutritional and Recreational Center for Senior Citizens of Burlington County from January 1, 1999 until December 31, 1999. It is mutually understood by and between the parties that the leased premises described as the cafeteria, kitchen, bathrooms, storage room in the kitchen; use of space for storage in the kitchen area; use of tables and chairs. Terms will also include trash receptacle space, snow and ice removal from walking and parking areas.

2. The Board agrees to pay, as rent, for the premises described in paragraph 1, an amount not to exceed nine hundred seventy-two ($972) dollars per month. It is mutually agreed by and between the parties that the sum of nine hundred seventy-two ($972) dollars per month is the full and complete consideration to be received by the Township.

3. The Board, or its representative, will supply any special food handling and food serving equipment as may be required, such as steam tables, dishes, etc.

4. The premises will be made available to the Board (Nutrition Project for the Elderly) from 7:00 a.m. until 1:30 p.m., Monday through Friday during the period of this Agreement in order that the functions of the Burlington County Nutrition Project for the Elderly can be properly performed.

5. The Board agrees to supply all products related to the Nutrition Project for the Elderly and to keep the area used for said Project in a clean and orderly fashion. Any roach, ant or similar infestation occurring during the period of this Agreement shall be immediately eliminated by the Board at its expense.

6. Items belonging to the Nutrition Program are for the sole use of Burlington County.

7. It is further agreed and understood that the Board, and/or its representative, shall comply with the following rules and regulations concerning the use of the premises as follows:

a) The Board shall provide custodian supplies to meet sanitary standards as required by the Burlington County Health Department, e.g. toilet tissue, paper towels, etc.

b) The Board shall obtain its own liability insurance coverage for the period of this Agreement. It is mutually agreed between the parties that such liability coverage shall be a minimum of two hundred fifty thousand ($250,000) dollars for injury to one person and five hundred thousand ($500,000) dollars for injury to more than one person in any accident. In addition, it is mutually agreed by the parties that the insurance shall cover damage to property or person for not less than ten thousand ($10,000) dollars.

c) The Board shall replace or repair as appropriate, broken property damaged during the period when the premises are occupied for the Nutrition Project, ordinary wear and tear excepted.

d) All additional expenses resulting from the operation of the Nutrition Project shall be paid for by the Board.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

Attest: _____
County Administrator

By: _____
Director

(SEAL)

THE TOWNSHIP OF WILLINGBORO

Attest: _____
Secretary

By: _____
President

RESOLUTION NO. 1999-107

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 3rd day of August, 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: August 3, 1999
SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of $11,910.00 for the time period of June 1, 1999 thru August 3, 1999.

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

GRASS CUTTING

93 properties $ 4,650.00

******

ADDRESS	BLOCK & LOT	AMOUNT	WORK DONE
30 Pennypacker	327-20	$ 100.00	Grass;clean up leaves
29 Botany	237-10	100.00	Grass;rem debris
35 Madestone	525-23	100.00	Grass;rem tr & debris
115 Millbrook	520-24	100.00	Grass;rem trash
44 Montrose	507-9	100.00	Grass;rem tr & debris
16 Rittenhouse Ct	901-95	240.00	Resecure prop;rem tr
26 Pond	303-7	95.00	Rem gutters fr hse; rem recyc matls
28 East La	806-9	200.00	Repl missing shing; rem broken rear scr dr & sm tree;sec frt gutter & reatt d'spt; paint fascia
16 Hepburn	611-5	185.00	Rem tr & debris
24 Parson	324-4	100.00	Remove trash
10 Gloria	732-2	100.00	Grass;clean up prop
46 Primrose	311-11	80.00	Secure bldg
75 So Sunset	2-11	120.00	Grass;clean up prop
2 Shelbourne	124-18	80.00	Clean up prop;sec shd
45 Enderly	814-73	80.00	Remove debris
16 Elridge	808-33	295.00	Secure frt dr
15 Midvale	517-47	85.00	Sec house;board brok windows
70 Midvale	519-15	120.00	Sec rear dr & win
35 Madestone	525-23	40.00	Sec open shed
59 Hadley La	602-11	730.00	Grass;clean up/rem tr & d, appl.,etc.
29 Botany	237-10	675.00	Secure house
45 Bosworth	218-13	145.00	Sec brok/opn wndws
20 Blueberry	206-6	585.00	Sec bldg;brd win/drs

72 Bolton	213-22	$	60.00	Rpr brokn window(1ft)
74 Niagara	1023-45		540.00	Grass;rem clippings; clean up/rem land deb
38 Bartlett	219-1		190.00	Rem tr & debrs
54 Bosworth	216-3		165.00	Remove tr & debris
153 Sheffield	106-32		1,265.00	Rpr & paint hse & gar
58 Barrington	242-18		585.00	Rem tr & d;pnt fence
	TOTAL	$	11,910.00	

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

Leonard Mason
Director of Inspections

ba
Att.

RESOLUTION NO. 1999- 108

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8-3, 1999, that an Executive Session closed to the public shall be held on 8-3, 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.

Jerome Bellely Johnson

MAYOR

ATTEST:

Rhoda Lichtenstadter

Rhoda Lichtenstadter, RMC

Resolution Number 1999-109

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 1999 BASE SALARIES OF CERTAIN POSITIONS.

WHEREAS, the Township Council of the Township of Willingboro, did adopt Ordinance 6-1998 that amended Ordinance 3-1997, which established classifications, ranges and pay grades; and

WHEREAS, Ordinance 6-1998 established salary ranges for executive employees; and

WHEREAS, Ordinance 6-1998 established salary ranges for certain other positions; and

WHEREAS. Ordinance 3-1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open session this 3rd day of August, 1999 that the following 1999 base salaries for Executive and Other Positions are hereby established:

Mayor	$ 7,400
Township Council Member	$ 6,400
Township Manager	$81,000
Director of Public Safety	$80,000
Superintendent of Public Works and Recreation	$69,267
Director of Finance	$69,267
Director of Community Development	$63,545
Deputy Township Manager	$57,626
Township Solicitor	$55,750
Township Clerk	$52,664
Municipal Court Judge	$34,000
Prosecutor	$27,856
Township Assessor	$30,000
Public Defender	$10,325
Fire Marshall	$10,047
Assistant Fire Official	$ 4,569
Assistant Prosecutor/Assistant Solicitor	$ 3,000
Assistant Public Defender	$ 300 per session
Assistant Solicitor	$ 3,000
Animal Control Census Person	$05.15 to $11.77 per hour

BE IT FURTHER RESOLVED, that the Township will contribute a maximum match of twenty dollars ($20) per payroll period to the Township sponsored deferred compensation plan accounts as part of the compensation plan for the full-time executive positions identified in Section 1.3a of the Salary Ordinance.

BE IT FURTHER RESOLVED, that the rate for legal fees shall be set at $125.00 per hour, and

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

ATTESTED

Mayor Lavonne Bebler Johnson

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999-110

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8-17-99, 1999, that an Executive Session closed to the public shall be held on 8-17, 1999, at 7:45 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

RESOLUTION NO. 1999 – 111

A RESOLUTION CORRECTING APPROPRIATION
IN 1999 BUDGET.

WHEREAS, N.J.S. 40A:4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budgets as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any such county or municipality:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, that in accordance with the provisions of N.J.S. 40A:4-85, the Township of Willingboro hereby requests the Director of the Division of Local Government Services to make the following corrections in the budget of the year 1999:

	From	To
Police – Salaries and Wages	$5,287,346.43	$5,177,240.43
Police – Other Expenses	406,175.00	388,775.00
Animal Control – Salaries and Wages	0.00	110,106.00
Animal Control – Other Expenses	0.00	17,400.00

BE IT FURTHER RESOLVED, that the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute above referred to, and is necessary for the orderly operation of the municipality for the reasons hereinafter set forth. The Municipal Budget filed with the State did not properly reflect the Animal Control appropriations which were included in the Township's detail budget for Police Appropriations. See attached Summary of Public Safety Appropriations.

Lavonne B. Johnson
Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

APPROVED _____
Director of Division of Local Government Services

RESOLUTION NO. 1999 – 111

A RESOLUTION CORRECTING APPROPRIATION IN 1999 BUDGET.

WHEREAS, N.J.S. 40A:4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budgets as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any such county or municipality:

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BE IT FURTHER RESOLVED, that the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute above referred to, and is necessary for the orderly operation of the municipality for the reasons hereinafter set forth. The Municipal Budget filed with the State did not properly reflect the Animal Control appropriations which were included in the Township's detail budget for Police Appropriations. See attached Summary of Public Safety Appropriations.

Lavonne B. Johnson
Mayor

ATTEST:
Rhoda Lichtenstadter, RMC
Township Clerk

APPROVAL of NJS 40A:4-85 RESOLUTION
Date 9-3-99 Resolution # 1999-111
DEPARTMENT OF COMMUNITY AFFAIRS
Division of Local Government Services
Ulrich H. Steinberg Jr., Director

APPROVED _____
Director of Division

By _____
Duly Appointed Designee

BY WILLINGBORO TWP. COUNCIL ON Aug 31, 1999

TOWNSHIP CLERK

Summary of Public Safety

1996 Actual	1997 Actual	Original 1998 Appropriation	Amended 1998 Appropriation	1998 Estimate	Expenditure Account	Account Code	1999 Department Director Request	1999 Township Manager's Recommend	1999 Township Council Tentative
$ 17,418	$ 18,076	$ 18,476	$ 10,000	$ 18,300	Traffic Signals & Control	120	$ 18,500	$ 18,500	$ 18,500
$ 372,666	$ 440,309	$ 489,700	$ 489,700	$ 477,048	Fire Department	121	$ 601,757	$ 506,313	$ 506,313
$ 20,000	$ 20,000	$ 35,000	$ 25,550	$ 35,000	Emergency Squad	122	$ 66,879	$ 35,000	$ 35,000
$ 6,911	$ 2,837	$ 9,200	$ 9,200	$ 700	Emergency Management	123	$ 16,250	$ 5,100	$ 10,600
$ 416,995	**$ 481,222**	**$ 552,376**	**$ 534,450**	**$ 531,048**	**Public Safety - Non-Police**		**$ 703,386**	**$ 564,913**	**$ 570,413**
$ 140,271	$ 154,427	$ 167,741	$ 131,141	$ 147,037	Police Administration	170	$ 180,338	$ 167,928	$ 167,928
$ 2,955,824	$ 3,032,811	$ 3,178,176	$ 3,177,676	$ 3,222,306	Patrol Unit	171	$ 3,447,473	$ 3,351,696	$ 3,350,696
$ 65,609	$ 79,599	$ 65,850	$ 65,850	$ 66,338	Special Officers Unit	173	$ 67,350	$ 65,600	$ 65,600
$ 769,371	$ 772,234	$ 880,714	$ 880,714	$ 875,974	Investigation Unit	174	$ 941,188	$ 917,874	$ 868,806
$ 94,493	$ 97,603	$ 106,548	$ 106,598	$ 102,956	Community Affairs	175	$ 108,568	$ 105,990	$ 105,990
$ 26,785	$ 28,652	$ 32,400	$ 32,400	$ 31,000	Identification Unit	176	$ 34,941	$ 33,441	$ 33,441
$ 594,981	$ 656,587	$ 778,905	$ 778,905	$ 668,956	Support Services	177	$ 1,043,344	$ 745,188	$ 710,188
$ 348,441	$ 328,017	$ 366,259	$ 358,697	$ 361,534	School Traffic Guards	179	$ 345,482	$ 341,357	$ 341,357
$ 169,765	$ 122,412	$ 124,493	$ 124,493	$ 125,213	Animal Control	220	$ 130,904	$ 127,506	$ 127,506
$ 5,165,541	**$ 5,272,342**	**$ 5,701,086**	**$ 5,656,474**	**$ 5,601,313**	**Public Safety - Police**		**$ 6,299,588**	**$ 5,856,580**	**$ 5,771,512**
$ 5,582,536	**$ 5,753,564**	**$ 6,253,462**	**$ 6,190,924**	**$ 6,132,361**	**Public Safety**		**$ 7,002,974**	**$ 6,421,493**	**$ 6,341,925**

TOWNSHIP OF WILLINGBORO

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

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

September 1, 1999

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

Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 1999- 111, adopted by Willingboro Township Council at their meeting of August 31, 1999.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
rl
Encs.

RESOLUTION NO. 1999 – 112

A RESOLUTION AWARDING A BID FOR BLEACHERS
FOR THE KENNEDY CENTER.

WHEREAS, the Township Council of the Township of Willingboro has Requested that bids be submitted for Bleachers for the Kennedy Center; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the Bid of DEGLER-WHITING, INC. of Frazer, Pa.; and

WHEREAS, the bid of the above has been found to be correct and Satisfactory both in form and in content; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, That the bid be accepted as per the attached recommendation.

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

DEGLER-WHITLOCK, INC.

The money necessary to fund said contract is in the amount of $ 72,860 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 B6A. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

WILLINGBORO RECREATION DEPARTMENT

PUBLIC WORKS DEPARTMENT

TO COUNCIL FOR ACTION

August 24, 1999

TO: NORTON N. BONAPARTE, TOWNSHIP MANAGER

FROM: HARRY W. McFARLAND, SUPERINTENDENT

SUBJECT: BID FOR BLEACHERS

I am recommending the award of the bid for furnishing bleachers to the firm of Degler-Whiting, Inc. for the figure of $69,860.00 plus the alternate of $3,000.00 for the electrical wiring for a total of $72,860.00.

I am aware that this is a considerable expense but to be able to seat a large number properly it is important and they will last for a long period of use.

Harry W. McFarland, Superintendent
Recreation\Public Works

HWM/jlp

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

Phone: 609-871-5700 Fax: 609-871-6990

TWO SETS OF BLEACHERS: Bids sent out 2 - Bids received 1
Opened by Mr. McFarland and Edith Baldwin on Monday, August 23, 1999 in the Court Conference Room.

Willingboro Recreation Bleacher Bid

BID RETURN SHEET

DEGLER-WHITING, INC.

Base Bid $ 69,860.00

Alternate #1 Provide electrical wiring for new electric bleachers $ 3,000.00

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

1. Bid Guarantee ✓ /
2. Certificate of Consent of Surety /
3. Disclosure Statement ✓ /
4. Non-collusion Affidavit ✓ /
5. Affirmative Action Affidavit (signed and dated) ✓ /
6. Employment Eligibility Verification /
7. Any other documents required by bid specifications:

/

/

To Mr. McFarland for review & recommendations.
cc: Mayor & Council, Solicitor & Mgr.

RESOLUTION NO. 1999 – 113

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR ROBERT WINZINGER, INC., FOR 1997 ROADWAY REPAIRS PROJECT.

WHEREAS, Willingboro Township Council, by Resolution No. 1997-129, a Contract was awarded to Robert Winzinger, Inc., in the amount of $723,142.50; and

WHEREAS, the Engineer has submitted Change Order No. 1 for this project

Which adjusts the contract to as-built quantities and has the effect of reducing the Original contract amount by $145,204.44 (see attached engineer's letter)

WHEREAS, the Rules of the Local Finance Board required such change order To be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, The the change order be approved as per the recommendations of the Township Engineer by his letter of August 18, 1999.

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

ROBERT WINZINGER (12-9-97).

The money necessary to fund said contract is in the amount of $ (87,434.40) and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0297 D2 . These funds are not being certified as being available for more than one pending contract.

ORIG - 723142.50
CO. 1 (87,434.40)
NEW 635,708.10

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

LORD ANDERSON WORRELL BARNETT Inc.

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

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

To council for action

August 18, 1999

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

Re: Final Payment (no. 7)
Change Order no. 1, Adjustment to as-built quantities
1997 Roadway Repairs Project
Willingboro Township
LAWB file no. 97-39-31

Dear Mr. Bonaparte:

This is to certify that Robert T. Winzinger, Inc., 1704 Marne Highway, Hainesport, NJ 08036 has completed all outstanding repairs and posted a Maintenance Bond for the 1997 Roadway Repairs Project and is therefor entitled to a final payment in the amount of

Twenty Four Thousand Nine Hundred Ten and 22/100 Dollars ($24,910.22)

in accordance with the attached estimate.

Enclosed you will find three original copies of Change Order no. 1 for this project. Change Order no. 1 adjusts the contract to as-built quantities and has the effect of reducing the original contract amount by $145,204.44, or 20.08%. The reason for this reduction is that a significantly smaller quantity of road base repairs were required than we originally anticipated.

One Council has acted on Change Order no. 1, the mayor should sign all three copies. One copy should be retained for your project files and the other two copies returned to this office.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Carl A. Turner

Carl A. Turner, PE
Willingboro Township Engineer

Enclosures

CAT: CJB: cjb

97-39-31\letters\carl\final payment August 18 (99)

1997 Roadway Repairs Project
Township of Willingboro
LAWB file no. 97-39-31
Robert T. Winzinger, Inc.

Contract Comp. Date= 4/1/1998

Through 6/5/1998

Item	Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO	Adjusted Contract Amount	SPLMNTL	Units Built		CONTRACT Amount Earned	SPLMNTL Amount Earned
1	MILLING, 0" - 3"	57,000.00	SY	1.50	85,500.00	36.20	85,554.30	0.00	57,036.20	SY	85,554.30	0.00
2	REMOVAL OF CONCRETE BASE	5,900	SY	4.00	23,600.00	-4,457.00	5,772.00	0.00	1,443.00	SY	5,772.00	0.00
3	ROADWAY EXCAVATION, EARTH	3,150	CY	6.00	18,900.00	-2,901.90	1,488.60	0.00	248.10	CY	1,488.60	0.00
4	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	1,900	CY	15.00	28,500.00	-1,657.50	3,637.50	0.00	242.50	CY	3,637.50	0.00
5	ROAD MIXED STABILIZATION, HYDRATED LIME, IAWD	1	SY	50.00	50.00	-1.00	0.00	0.00	0.00	SY	0.00	0.00
6	VERTICAL CONCRETE CURB	720	LF	12.00	8,640.00	-168.50	6,618.00	0.00	551.50	LF	6,618.00	0.00
7	ROLLED CONCRETE CURB	11,200	LF	14.00	156,800.00	-860.80	144,748.80	0.00	10,339.20	LF	144,748.80	0.00
8	6" R. C. DRIVEWAY APRONS	365	SY	42.50	15,512.50	114.10	20,361.75	0.00	479.10	SY	20,361.75	0.00
9	6" R. C. HANDICAPPED RAMPS	640	SY	42.50	27,200.00	-7.30	26,889.75	0.00	632.70	SY	26,889.75	0.00
10	REPAIR INLET	14	UT	675.00	9,450.00	5.00	12,825.00	0.00	19.00	UT	12,825.00	0.00
11	RECONSTRUCT INLET	4	UT	1,150.00	4,600.00	-4.00	0.00	0.00	0.00	UT	0.00	0.00
12	6" PVC UNDERDRAINS	220	LF	18.00	3,960.00	-13.00	3,726.00	0.00	207.00	LF	3,726.00	0.00
13	MANHOLE CASTING ADJUSTMENTS	7	UT	150.00	1,050.00	-7.00	0.00	0.00	0.00	UT	0.00	0.00
14	15" CLASS IV R. C. P.	34	LF	45.00	1,530.00	-3.00	1,395.00	0.00	31.00	LF	1,395.00	0.00
15	BITUMINOUS STABILIZED BASE COURSE, MIX I - 2	4,100	TONS	27.00	110,700.00	-3,119.99	26,460.27	0.00	980.01	TONS	26,460.27	0.00
16	BITUMINOUS CONCRETE SURFACE COURSE, MIX I - 5	7,000	TONS	32.25	225,750.00	129.46	229,925.09	0.00	7,129.46	TONS	229,925.09	0.00
17	4' TRAFFIC STRIPES, LONG LIFE EPOXY	1,400	LF	1.00	1,400.00	7,136.00	8,536.00	0.00	8,536.00	LF	8,536.00	0.00
	TOTALS>				723,142.50		577,938.06				577,938.06	0.00

Total Amount Earned	$577,938.06
Less Amount Previously Pd	$553,027.84
Less 0% Retainage	$0.00
Amount Due	$24,910.22

LORD ANDERSON WORRELL BARNETT Inc.
651 High Street, P. O. Box 68
Burlington, New Jersey 08016

Change Order No. 1

Date July 30, 1999

Project No. 97-39-31

1997 Roadway Repairs Project

Willingboro Township

Contractor Robert T. Winzinger, Inc.

Address 1704 Marne Highway

Hainesport, NJ 08036

Gentlemen:

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

Location and reason for changes. ***Adjustment to As-Built Quantities***

EXTRA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Milling, 0 – 3"	36.2	SY	$1.50	$54.30
8.	6" Reinforced Concrete Driveway Aprons	114.1	SY	$42.50	4,849.25
10.	Repair Inlet	5	UT	$675.00	3,375.00
16.	Bituminous Concrete Surface Course, Mix I – 5	129.46	Tons	$32.25	4,175.09
17.	4" Traffic Stripes, Long Life Epoxy	7,136	LF	$1.00	7,136.00
					$19,589.64

REDUCTION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Removal of Concrete Base	4,457	SY	$4.00	$17,828.00
3.	Roadway Excavation, Earth	2,901.9	CY	$6.00	17,411.40
4.	Dense Graded Aggregate, Variable Thickness	1,657.5	CY	$15.00	24,862.50
5.	Road Mixed Stabilization, Hydrated Lime	1	SY	$50.00	50.00
6.	Vertical Concrete Curb	168.5	LF	$12.00	2,022.00
7.	Rolled Concrete Curb	860.8	LF	$14.00	12,051.20
9.	6" Handicapped Ramps	7.3	SY	$42.50	310.25
11.	Reconstruct Inlet	4	UT	$1,150.00	4,600.00
12.	6" P. V. C. Underdrains	13	LF	$18.00	234.00
13.	Manhole Casting Adjustments	7	UT	$150.00	1,050.00
14.	Class IV R. C. P.	3	LF	$45.00	135.00
15.	Bituminous Stabilized Base Course, Mix I – 2	3,119.99	Tons	$27.00	84,239.73
					$164,794.08

Amount of Original Contract.....	$723,142.50	Carl A Turner **Engineer** **Carl A. Turner, PE**
Amount of Contract Due to Previous Change Orders.....		Willingboro Township **Municipality**
Supplemental.....	0	
Extra.....	$19,589.64	Rosene Bibb Johnson **Mayor**
Reduction.....	$164,794.08	Robert T. Winzinger, Inc. **Contractor**
Adjusted Contract Amount.....	$577,938.06	**By**
Change in Contract.....	- 20.08%	Project Manager 8/13/99 **Title** **Date**

97-39-31\letters\chris\Change Order no. 1 July 30 (99)

RESOLUTION NO. 1999 – 114

A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR THE EXTENSION OF THE AGREEMENT WITH
PMK FOR REMEDIATION AT THE MUNCIPAL COMPLEX.

WHEREAS, the Township Council of the Township of Willingboro, by Res. No. 1998 –82 authorized a professional services agreement with PMK for Underground storage tank removal at the Municipal Complex; and

WHEREAS, The PMK Group has completed their task and because of Unforeseen circumstances and in order to comply with DEP requirements, PMK Requests an extension to close out the remediation and requests approval of Change Order #2 in the amount of $13,227.56 to complete the task. (see attached engineer's letter)

WHEREAS, the Rules of the Local Finance Board require such change order Be approved by prior resolution of Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, That the change order be approved extending the agreement as per the Engineer's letter Dated August 10, 1999.

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

PUK GROUP 98-82 .

The money necessary to fund said contract is in the amount of $ 13,227.56 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598 D 9727.56 04 0297 D1 31500 . These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

LORD ANDERSON WORRELL & BARNETT Inc.

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

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

To Council for action

August 10, 1999

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

RE: UST Removal Project
Willingboro Township
LAWB File No. 97-39-17

Dear Mr. Bonaparte:

The PMK Group has completed their tasks as required under the contract documents. Because of unforeseen circumstances and the nature of these projects they have justifiably exceeded the approved budget to complete the tasks required under their contract. In addition, in order to bring closure to the remaining site (Municipal Complex), the DEP is requiring groundwater monitoring. After discussion with DEP, they have agreed to minimize the level of groundwater monitoring to be performed.

This letter recommends that the Professional Service Agreement with the PMK Group be extended to closeout the remediation of the Municipal Complex site and requests approval of Change Order #2, consisting of the costs required to complete the tasks under the original scope of work ($11,447.56) and the costs to complete the additional tasks required by the DEP for the closure at this site ($1,780.00). The total amount of Change Order #2 is $13,227.56.

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner

Carl A. Turner, P.E.
Township Engineer

CAT: dac

cc: Harry McFarland
Eugene Brandt, PE

97-39-17\LET\CAT\UST-BONAPARTE.G10.DOC (99)

PMK Group
CONSULTING & ENVIRONMENTAL ENGINEERS

PRINCIPALS

James Ferris, P.E.
Gerald Perricone, P.E.
James Johnston, P.E.
Robert M. Gerard

Philip M. Keegan (1942-1998)

Stanley A. Lewandowski

57 South Maple Avenue
Marlton, NJ 08053
609-596-8871
Fax 609-596-4308
www.pmkgroup.com

July 21, 1999

Lord, Anderson, Worrell & Barnett
651 High Street
Burlington, NJ 08016

Attn: Mr. Carl A. Turner, P.E.

RE: UST SYSTEM CLOSURES, DISPOSAL, AND WORKSITE RESTORATION; AND AST TEMPORARY INSTALLATION AT THE WILLINGBORO MUNICIPAL COMPLEX
PMK PROJECT NO. 2598048

Dear Mr. Turner:

The PMK Group (PMK) is in receipt of your July 19, 1999 letter and Change Order No. 2. Enclosed are three executed copies of the Change Order for Township Council's approval. Please be advised that this change order will compensate PMK for work completed to date and provide funds for the preparation of the Remedial Investigation Workplan (RIW). Once the RIW has been approved by the New Jersey Department of Environmental Protection, PMK will provide the Township with a proposal and cost estimate to complete the approved Scope of Work.

Additionally, PMK is in receipt of your July 15, 1999 letter to Mr. Harry McFarland, Superintendent of the Public Works and Recreation Department, which discusses the outstanding invoicing issues. Please be advised that PMK's accounting records indicate that we have received payments for Invoices #21776 ($3,920.00) and #22125 ($840.00). In addition, we have received a payment of $150.00, which has been applied to Change Order No. 1 ($1,500.00). Therefore, our accounting records show payments totaling $4,910.00. Please feel free to contact me if there is any information PMK can provide that may assist your office in expediting payment.

If you have any questions, please contact myself or Mr. Eugene Brandt.

Respectfully,
PMK Group

Lisa R. Sauer
Project Manager

Enclosure

cc: Mr. Norton N. Bonaparte, Jr., Township Manager
Mr. Harry McFarland, Superintendent of Public Works and Recreation
Mr. Jim Gray, Special Events Coordinator
Mr. Rich Erickson, PMK Group
Ms. Christine Walker, PMK Group

PMK Group
CONSULTING & ENVIRONMENTAL ENGINEERS

PRINCIPALS

James Ferris, P.E.
Gerald Perricone, P.E.
James Johnston, P.E.
Robert M. Gerard

Philip M. Keegan (1942-1998)

Stanley A. Lewandowski

57 South Maple Avenue
Marlton, NJ 08053
609-596-8871
Fax 609-596-4308
www.pmkgroup.com

July 21, 1999

Lord, Anderson, Worrell & Barnett
651 High Street
Burlington, NJ 08016

Attn: Mr. Carl A. Turner, P.E.

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If you have any questions, please contact myself or Mr. Eugene Brandt.

Respectfully,
PMK Group

Lisa R. Sauer
Project Manager

Enclosure

cc: Mr. Norton N. Bonaparte, Jr., Township Manager
Mr. Harry McFarland, Superintendent of Public Works and Recreation
Mr. Jim Gray, Special Events Coordinator
Mr. Rich Erickson, PMK Group
Ms. Christine Walker, PMK Group

LORD ANDERSON WORRELL BARNETT Inc.

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

Change Order No. 2

Date July 15, 1999

Project No. 97-39-17

Contractor The P. M. K. Group.

Address 57 South Maple Avenue

Marlton, NJ 08053

Underground Storage Tank Systems Removal Project

LAWB file no. 97-39-17

Gentlemen:

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

Location and reason for changes. ***For adjustment of the Professional services agreement to include services required above the original scope of work but necessary to satisfy the intent of the project.***

SUPPLEMENTAL

Item	Description	Quantity	Unit	Unit Price	Amount
2S.	Additional Professional Services to complete services in connection with the NJDEP requirement for groundwate monitoring			$1,780.00	$1,780.00

EXTR

No.	Description	Amount
1	For extra tasks required to complete the closure and remediation at the Municipal Complex	$11,447.56

Per Serv Contract therefore addn. to the State not required (Cover under 2?)

Amount of Original Contract.....	$23,301.0
Amount of Contract Due to Previous Change Orders.....	$24,80
Supplemental.....	$1,7
Extra.....	$1
Reduction.....	–
Adjusted Contract Amount.....	$38,0
Change in	+63.2%

Johnson

Title

7-21-99

Date

RESOLUTION NO. 1999 - 115

RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND.

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

WHEREAS, said renewal membership terminates as of December 31, 1999 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, as follows:

1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

Professional Municipal Management Joint Insurance Fund

Park 80 West, Plaza One
Saddle Brook, New Jersey 07662
Telephone (201) 587-0555 Fax (201) 587-8662

To Council for Action

August 2, 1999

Norton Bonaparte Jr., Manager
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Membership Resolutions

Dear Norton:

In reviewing the Fund's records, the Township of Willingboro's membership in the Professional Municipal Management Joint Insurance Fund expires at the end of the year. Attached is the renewal resolution to confirm your membership after that date. Please adopt this resolution at your earliest convenience, and forward it with the indemnity and trust agreement to the Fund Office.

Please advise if we can be of any assistance.

Sincerely,

James J. Kickham

James J. Kickham
Executive Director

H:\2000\PMM\CONTRACT\I&TRENEW.DOC

Copy

AGREEMENT TO RENEW MEMBERSHIP IN THE PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 1999, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Township of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Township of Willingboro hereby renews its membership in the Professional Municipal Management Joint Insurance Fund for a three (3) year period, beginning January 1, 2000 and ending January 1, 2003*.

2. The Township of Willingboro hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.

3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

*12:01 am

4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.

5. Executed the 31 day of Aug, 1999 as the lawful and binding act and deed of the _____, which execution has been duly authorized by public vote of the governing body.

MAYOR

ATTEST

PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND

PERMA
PUBLIC ENTITY RISK MANAGEMENT ADMINISTRATION, INC.

November 12, 1999

To: Rhoda Lichtenstadter, Willingboro Township Clerk

From: Kathleen Miller, Account Manager

Subject: Membership Renewal

Enclosed is a copy of your fully executed membership renewal agreement with the PMM JIF.

Please feel free to contact the Fund Office if you have any questions regarding this information.

Park 80 West, Plaza One, Saddle Brook, N.J. 07663
Telephone (201) 587-0555 Fax (201) 587-8662

RESOLUTION NO. 1999 - 115

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IN THE PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND.

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WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of August, 1999, as follows:

1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON Aug 31, 1999

TOWNSHIP CLERK

AGREEMENT TO RENEW MEMBERSHIP IN THE PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

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3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

*12:01 am

4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.

5. Executed the 31 day of Aug, 1999 as the lawful and binding act and deed of the _____, which execution has been duly authorized by public vote of the governing body.

MAYOR

ATTEST

PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND

RESOLUTION NO. 1999-116

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

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

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

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

COMNET MTG. SERVICES COMMONWEALTH BANK PLAZA 2 WEST LAFAYETTE NORRISTOWN, PA. 19401 BLOCK 11.02 LOT 28 2A ROSE STREET OVERPAYMENT TAXES	$70.41
ESTATE OF MILDRED NEILD C/O HARRY NEILD EXECUTOR 14 DEVONSHIRE ROAD MT. LAUREL, N.J. 08054 BLOCK 1003 LOT 37 108 NOTTINGHAM DRIVE OVERPAYMENT TAXES	558.24
DEENA J. GREEN 31 GARDENBROOK LANE BLOCK 713 LOT 1 31 GARDENBROOK LANE OVERPAYMENT TAXES	11.33
JACKSON, PAUL & SHIRLEY 53 GABRIEL LANE BLOCK 714 LOT 7 53 GABRIEL LANE OVERPAYMENT TAXES	32.59
HENRY STADLER 29 SOMERSET DRIVE BLOCK 523 LOT 29 12 MANAKIN PLACE OVERPAYMENT TAXES	915.50
MORALES, R. & KAPULE, y ii 24 SOUTHAMPTON DRIVE BLOCK 114 LOT 8 24 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	650.57
FLEET MTG. 2210 ENTERPRISE DRIVE FLORENCE, S.C. 29501 BLOCK 526 LOT 8 32 MAYAPPLE LANE OVERPAYMENT TAXES	688.24

SEASON'S MTG. GROUP, INC. 1353.83
SUITE A
9325 MIDLOTHIAN TURNPIKE
RICHMOND, VA. 23235
BLOCK 517
LOT 10
32 MARBLESTONE LANE
OVERPAYMENT TAXES

TRANSAMERICA REAL ESTATE TAX SERVICE 13902.72
1201 ELM ST. SUITE 4200
RENAISSANCE TOWER ATTN: SUSAN PORTNOY
DALLAS, TX 75270
BLOCK 809
LOT 14
PAID WRONG TOWNSHIP

RESOLUTION NO. 1999- 117

A RESOLUTION REQUESTING RELEASE OF PEFORMANCE GUARANTEE FOR ABCO.

WHEREAS, at the request of the applicant, ABCO, and recommendation of the Engineer, by his letter dated August 6, 1999, that the referenced site has met the requirements of the resolution granting site plan approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of September, 1999, that the performance guarantee in the amount of $20,148.00 be returned to the applicant.

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

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

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

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

RECEIVED
AUG 10 1999
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Copy to BA

August 6, 1999

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

RE: ABCO
LAWB File No. 97-39-89

Dear Ms. Lichtenstadter:

The requirements of the Approval Resolution granting Site Plan approval for the above referenced site have been met. All improvements have been inspected. It would therefore be appropriate for Council to release the Performance Guarantee. No Maintenance Guarantee is required.

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

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner

Carl A. Turner, P.E.
Township Engineer

CT: dac

cc: Norton N. Bonaparte, Jr. – Township Manager
Mr. Ted M. Rosenberg, Esquire

97-39-89/LTR/CAT/ABCORELEASE.G06.DOC (99)

Perf Guarantee
$20,148.00
pd 6/3/98

RESOLUTION NO. 1999 – 118

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AGREEMENTS WITH WILLINGBOR SENIOR URBAN RENEWAL PARTNERS AND AMENDMENT TO THE THIRD PARTY CONTRACT

WHEREAS, it is necessary for the Township of Willingboro and Willingboro Senior Urban Renewal Partners L.P. to enter into a funding escrow agreement, and amend the Third Party Agreement with the Balanced Housing New Jersey Department of Community Affairs;

NOW, THERFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of September, 1999, That the Mayor and Clerk are hereby authorized and directed to sign the attached agreements.

BE IT FURTHER RESOLVED that copies of these agreements be provided to the aforementioned parties.

Lavonne B. Johnson
Mayor

ATTEST:
Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.
1103 LAUREL OAK ROAD; SUITE 105B
VOORHEES, NJ 08043
(856)-435-3200

To Council for Action

September 13, 1999

Mayor Lavonne Bebler Johnson
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Re: Amendment To Third Party Contract Dated April 5, 1999

Dear Mayor Johnson:

The last sentence of paragraph 5I (page 4) of the above referenced contract between the Township of Willingboro and Willingboro Senior Urban Renewal Partners, L.P. states that "[a]ll insurance policies required by the Construction Lender shall name the Department as loss payee."

PNC Bank, as the Construction Lender, is requiring that it be named as the sole loss payee on the insurance policies and that all other lenders and equity partners be named on such policies as an "additional insured, as their interests may appear." We have discussed this modification with Richard Montemore of the New Jersey Department of Community Affairs and he has agreed to make the same modification in the mortgage for the Balanced Housing loan.

Accordingly, we request that, by signing below, the Township provide its consent to this modification to paragraph 5I of the above referenced contract. Appropriate revisions will be made to our insurance policies to reflect this change.

I would ask that the Township's consent to this change be provided within the next two weeks. I have enclosed three originals of this letter and request that two signed and dated originals be returned to me. Thank you for your consideration of this matter. If you have further questions, please call me at (856)-435-3200 (Extension 211)

Sincerely,

Willingboro Senior Urban Renewal Partners, L.P.
By: AAH Investment Company, Inc., Developer

By: Franklin B. Haaz
Franklin B. Haaz

AGREED TO AND ACCEPTED BY:

Township of Willingboro

By: _____
Name: Lavonne Bebler Johnson
Title: Mayor
Date:

FBH/
cc: Norton Bonaparte, Jr.
William J. Kearns, Esq.
Rebecca Lando, Esq.
Richard Montemore

k:\worddox\develop\3rdagmt

Buchanan Ingersoll
PROFESSIONAL CORPORATION
Attorneys

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
Telephone: 412-562-8800
Fax: 412-562-1041

To Counsel for Action

MEMORANDUM

VIA FEDERAL EXPRESS

To: Norton Bonaparte

From: Rebecca L. Lando

Date: September 16, 1999

Re: Willingboro--Community Affairs Balanced Housing Financing

---

Per Frank Haaz's request, attached please find three (3) execution copies and one (1) blacklined copy of the Funding and Escrow Agreement for the above-referenced financing. I understand that Mr. Bonaparte will be obtaining signatures for the Township early next week.

After this is done, please return all originals to me so that I can obtain the remaining signatures.

Please feel free to call me if you have questions.

cc: William Kearns
Frank Haaz
Rob Walton
Joann White
Barbara Gall

FUNDING AND ESCROW AGREEMENT

This FUNDING AND ESCROW AGREEMENT (the "Agreement") is made and executed as of the __ day of _____, 1999, by and among PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Bank"), WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P., a New Jersey limited partnership ("Borrower"), and the TOWNSHIP OF WILLINGBORO, a municipal corporation (the "Municipality").

RECITALS:

I. Borrower is the current owner of a tract of land located in the Township of Willingboro, Burlington County, New Jersey, more particularly described on Exhibit A attached hereto, together with all improvements thereon. Bank has been requested to ~~(i)~~ issue to Fannie Mae, a corporation organized under the Federal National Mortgage Association Charter Act ("Fannie Mae"), to secure a construction loan made by Fannie Mae (the "Fannie Mae Loan") to the Borrower, a standby letter of credit in the amount of $1,820,000 pursuant to the terms of that certain Reimbursement and Security Agreement (the "Reimbursement Agreement") dated of even date herewith executed by and between Borrower and Bank~~, and (ii) provide to the Borrower a bridge loan (the "Bridge Loan") in the amount of $4,017,943 pursuant to the terms of that certain Bridge Loan and Security Agreement of even date herewith between the Borrower and the Bank (the "Loan Agreement")~~. The proceeds of the Fannie Mae Loan ~~and the Bridge Loan~~ will be used to construct a 104 unit multifamily apartment complex on the Property (the "Project"). Each term used herein but not otherwise defined herein has the meaning set forth in the Reimbursement Agreement.

II. The Neighborhood Preservation Balanced Housing Program, Division of Housing and Community Resources, New Jersey Department of Community Affairs, a department of the State of New Jersey (the "Department") has made a grant to the Municipality in the amount of $2,272,800, and a corresponding loan in the same amount (the "Balanced Housing Loan") to the Borrower to assist in the financing of the Project.

III. Funds from the Balanced Housing Loan are to be advanced from the Department to the Bank to be held in a separate interest bearing escrow account in the name of the Borrower (the "Escrow Account") until certain conditions for disbursement are satisfied.

IV. Bank, Borrower and the Municipality desire to enter into this Agreement to set forth the terms upon which the Municipality will cause the Department to make available such funds and also to set forth certain agreements of the parties relating to the transaction.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Funding.

(a) Drawdown Amounts. The Municipality, the Borrower and the Bank hereby agree that the Balanced Housing Loan, net of the AHMS Fee of $51,500, shall be drawn by the Municipality from the Department and advanced to the Bank in four (4) installments, pursuant to that certain Drawdown Schedule of even date herewith ~~dated _____, 1999~~ by and between the Municipality and the Borrower (the "Drawdown Schedule"). The fourth (4th) installment of the Balanced Housing Loan (the "Final Installment") may, if the Department and the Municipality so elect, be advanced directly to the Borrower.

(b) Escrow Account. The Bank shall hold all funds disbursed by the Municipality (except the Final Installment if advanced directly to the Borrower) in the Escrow Account. Interest earned on such funds shall be paid to the Department promptly after the Final Installment ~~Advance~~ is advanced~~made~~.

(c) Disbursement from Escrow. Funds deposited in the Escrow Account may be used to pay any construction-related costs for the Project approved by the Bank. The Borrower shall submit disbursement requests to the Bank pursuant to, and in the form required by, the ~~Loan~~ Reimbursement Agreement. If the conditions to disbursement set forth in Section ~~6~~ 4.2 of the ~~Loan~~ Reimbursement Agreement are satisfied, the Bank will make the requested disbursement first from funds previously drawn under the Fannie Mae Loan, ~~next~~ and then from the Escrow Account~~,~~ (for construction costs only), to the extent of funds therein~~, and then from the Bridge Loan~~.

2. Disbursement Conditions. The Municipality and the Borrower acknowledge that the Bank intends to administer funds from the Balanced Housing Loan in the Escrow Account according to its normal construction loan procedures and, upon deposit in the Escrow Account, no further approval or instructions from the Department or the Municipality shall be required to disburse such funds.

3. Bank Liability/Indemnification.

(a) Exculpation of Bank. The Bank shall not be liable to the Borrower, the Municipality or the Department for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than Damages which result directly from its acts or omissions constituting gross negligence or willful misconduct, and subject to the limits in the next succeeding sentence. The Bank's liability is limited to direct money Damages actually incurred. In no event will the Bank be liable for any punitive, special, indirect, or consequential damages, including, without limitation, lost profits, even if advised of the possibility or likelihood of such damages.

(b) Indemnity. The Borrower hereby agrees to indemnify, defend and hold harmless the Bank and its affiliates, and their directors, officers, attorneys, employees, agents, and the successors and assigns (each an "Indemnitee") from and against any and all liabilities, losses, claims, damages, demands, costs and expenses of every kind (including, without limitation, reasonable attorney's fees and the reasonable charges of the Bank's in-house counsel) incurred or sustained by any Indemnitee arising out of the Bank's performance of services contemplated by this Agreement, except to the extent such liabilities, losses, claims, damages, demands, costs and expenses are the direct result of the Bank's gross negligence or willful misconduct. Substantial compliance by the Bank with its standard procedures for administering its own construction loans shall be deemed to be the exercise of ordinary care by the Bank. The Bank shall have no obligation to review or confirm that any actions taken pursuant to this Agreement comply with the documents evidencing the Balanced Housing Loan or any other agreement or document. The provisions of this Section shall survive the termination of this Agreement.

4. Successors and Assigns; Assignments.

This Agreement shall bind and inure to the benefit of and be enforceable by the Bank, the Borrower and the Municipality and their respective successors and assigns. The Bank shall have the right to assign or transfer its rights and obligations under this Agreement without limitation to any assignee permitted under the Reimbursement ~~Loan~~ Agreement. Any assignee or transferee shall be entitled to all the benefits afforded the Bank under this Agreement; provided, that such assignee or transferee shall have delivered to the other parties hereto written confirmation that such assignee or transferee agrees to be bound by the terms of this Agreement.

5. Amendment.

This Agreement may be amended from time to time in writing by all parties hereto.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof.

7. Certain Matters Affecting the Bank.

(a) The Bank shall follow its customary procedures for determining whether or not to honor any checks, drafts, or other payment requests drawn on or with respect to the Escrow Account.

(b) The Bank may rely and shall be protected in acting or refraining from acting upon any notice (including, without limitation, electronically and telephonically confirmed facsimiles of such notice) believed by the Bank to be genuine and to have been given by the proper party or parties; and

(c) The duties and obligations of the Bank shall be determined solely by the express provisions of this Agreement. The Bank shall not be liable except for the performance of its duties and obligations as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Bank.

8. Interpleader.

If the Borrower becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if the Bank is otherwise served with legal process or becomes aware of facts or circumstances which the Bank in good faith believes affects its ability to carry out the terms of any instructions or the disposition of funds deposited in the Escrow Account or in good faith is in doubt as to any action it should take, the Bank shall have the right (a) to place a hold on funds deposited in the Escrow Account until such time as the Bank receives an appropriate order from a court of competent jurisdiction or other assurances satisfactory to the Bank establishing that the instructions may be effectuated and/or funds may continue to be disbursed according to the instructions contained in this Agreement; or (b) to commence, at Borrower's expense, an interpleader action in any court of competent jurisdiction and take no further action except in accordance with joint instructions from the Municipality and the Borrower or in accordance with the final order of the court in such action.

9. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Entire Agreement.

This Agreement constitutes the entire contract among the parties relative to the subject matter hereof. Any agreement previously entered into among the parties with respect to the subject matter hereof, is superseded by this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any party other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Notices. Except as provided herein to the contrary, any notice, demand, or other communication given pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice and delivered (a) in person, sent by a reputable express or overnight courier or delivery service from whom a receipt is obtained, or (b) by telecopy with confirmed receipt, or (c) mailed, and if mailed, sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Bank:

PNC Bank, National Association
500 W. Jefferson Street, Suite 1200
Louisville, Kentucky 40202
Attention: Robert Walton

with a copy at the same time to:

Buchanan Ingersoll
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219-1410
Attention: Rebecca L. Lando, Esquire

To Borrower:

Willingboro Senior Urban Renewal Partners, L.P.
1103 Laurel Oak Road
Suite 105B
Voorhees, NJ 08043

with a copy to:

David A. Larkin, Esquire.
1103 Laurel Oak Road
Suite 105
Voorhees, NJ 08043

with a copy to:

Richard Canel, Esquire
Wolf, Block, Schorr & Solis-Cohen
1650 Arch Street, 22nd Floor
Philadelphia, PA 19103-2097

To the Municipality:

Township of Willingboro
One Salem Road
Willingboro, NJ 08046
Attention: Township ~~Business~~ Manager

with a copy to:

William J. Kearns, Esquire
Kearns Vassallo Guest & Kearns
630 Beverly Rancocas Road
Willingboro, NJ 08046

Notices shall be considered given (i) on the date when delivered, if delivered in person, (ii) if telecopied, upon receipt of confirmation of receipt, or (iii) if mailed, two (2) calendar days after the deposit in the United States mail addressed to the parties to be notified at the addresses set forth above or to any other addresses as any party may specify to the other by like notice. Any party may from time to time designate a different address for notice or other communication by mailing notice of such different address to the others in the manner described hereinabove, but until such notice of a different address is deemed delivered, the address of such party set forth hereinabove or the last properly designated different address of such party shall be the effective address of such party for any notice or other communication.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF FUNDING AND ESCROW AGREEMENT]

IN WITNESS WHEREOF, this Funding and Escrow Agreement has been executed as of the date first above written.

BANK:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By:_____
Name:_____
Title:_____

BORROWER:

WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.

By: **Community Care and Development Corporation - Willingboro, Inc.**
Its General Partner

By:_____
Name:_____
Title:_____

MUNICIPALITY:

TOWNSHIP OF WILLINGBORO, a municipal corporation

By:_____
Name:_____
Title:_____

AMERICAN AFFORDABLE HOUSING GROUP

AAH INVESTMENT COMPANY INC
1103 LAUREL OAK RD
SUITE 105B
VOORHEES, NJ 08043
(856)435-3200
FAX (856) 435-4868

Fax Cover Sheet

Date: 11/23/99

To: Jo Anne Diggs **Phone** 609-877-2200 x6211

Fax 609-877-7352

From: Frank Hart **Phone:** (856)435-3200 ext 211

Number of pages including cover sheet 8

Message;

Re: Willingboro - Copy of Funding and Escrow Agreement

FUNDING AND ESCROW AGREEMENT

This FUNDING AND ESCROW AGREEMENT (the "Agreement") is made and executed as of the 22nd day of October, 1999, by and among PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Bank"), WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P., a New Jersey limited partnership ("Borrower"), and the TOWNSHIP OF WILLINGBORO, a municipal corporation (the "Municipality").

RECITALS:

I. Borrower is the current owner of a tract of land located in the Township of Willingboro, Burlington County, New Jersey, more particularly described on Exhibit A attached hereto, together with all improvements thereon. Bank has been requested to issue to Fannie Mae, a corporation organized under the Federal National Mortgage Association Charter Act ("Fannie Mae"), to secure a construction loan made by Fannie Mae (the "Fannie Mae Loan") to the Borrower, a standby letter of credit in the amount of $1,820,000 pursuant to the terms of that certain Reimbursement and Security Agreement (the "Reimbursement Agreement") dated of even date herewith executed by and between Borrower and Bank. The proceeds of the Fannie Mae Loan will be used to construct a 104 unit multifamily apartment complex on the Property (the "Project"). Each term used herein but not otherwise defined herein has the meaning set forth in the Reimbursement Agreement.

II. The Neighborhood Preservation Balanced Housing Program, Division of Housing and Community Resources, New Jersey Department of Community Affairs, a department of the State of New Jersey (the "Department") has made a grant to the Municipality in the amount of $2,272,800, and a corresponding loan in the same amount (the "Balanced Housing Loan") to the Borrower to assist in the financing of the Project.

III. Funds from the Balanced Housing Loan are to be advanced from the Department to the Bank to be held in a separate interest bearing escrow account in the name of the Borrower (the "Escrow Account") until certain conditions for disbursement are satisfied.

IV. Bank, Borrower and the Municipality desire to enter into this Agreement to set forth the terms upon which the Municipality will cause the Department to make available such funds and also to set forth certain agreements of the parties relating to the transaction.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Funding.

(a) Drawdown Amounts. The Municipality, the Borrower and the Bank hereby agree that the Balanced Housing Loan, net of the AHMS Fee of $51,500, shall be drawn by the Municipality from the Department and advanced to the Bank in four (4) installments, pursuant to that certain Drawdown Schedule of even date herewith by and between the Municipality and the Borrower (the "Drawdown Schedule"). The fourth (4th) installment of the Balanced Housing Loan (the "Final Installment") may, if the Department and the Municipality so elect, be advanced directly to the Borrower.

(b) Escrow Account. The Bank shall hold all funds disbursed by the Municipality (except the Final Installment if advanced directly to the Borrower) in the Escrow Account. Interest earned on such funds shall be paid to the Department promptly after the Final Installment is advanced.

(c) Disbursement from Escrow. Funds deposited in the Escrow Account may be used to pay any construction-related costs for the Project approved by the Bank. The Borrower shall submit disbursement requests to the Bank pursuant to, and in the form required by, the Reimbursement Agreement. If the conditions to disbursement set forth in Section 4.2 of the Reimbursement Agreement are satisfied, the Bank will make the requested disbursement first from funds previously drawn under the Fannie Mae Loan, and then from the Escrow Account (for construction costs only), to the extent of funds therein.

2. Disbursement Conditions. The Municipality and the Borrower acknowledge that the Bank intends to administer funds from the Balanced Housing Loan in the Escrow Account according to its normal construction loan procedures and, upon deposit in the Escrow Account, no further approval or instructions from the Department or the Municipality shall be required to disburse such funds.

3. Bank Liability/Indemnification.

(a) Exculpation of Bank. The Bank shall not be liable to the Borrower, the Municipality or the Department for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than Damages which result directly from its acts or omissions constituting gross negligence or willful misconduct, and subject to the limits in the next succeeding sentence. The Bank's liability is limited to direct money Damages actually incurred. In no event will the Bank be liable for any punitive, special, indirect, or consequential damages, including, without limitation, lost profits, even if advised of the possibility or likelihood of such damages.

(b) Indemnity. The Borrower hereby agrees to indemnify, defend and hold harmless the Bank and its affiliates, and their directors, officers, attorneys, employees, agents, and the successors and assigns (each an "Indemnitee") from and against any and all liabilities, losses, claims, damages, demands, costs and expenses of every kind (including, without limitation, reasonable attorney's fees and the reasonable charges of the Bank's in-house counsel) incurred or sustained by any Indemnitee arising out of the Bank's performance of services

contemplated by this Agreement, except to the extent such liabilities, losses, claims, damages, demands, costs and expenses are the direct result of the Bank's gross negligence or willful misconduct. Substantial compliance by the Bank with its standard procedures for administering its own construction loans shall be deemed to be the exercise of ordinary care by the Bank. The Bank shall have no obligation to review or confirm that any actions taken pursuant to this Agreement comply with the documents evidencing the Balanced Housing Loan or any other agreement or document. The provisions of this Section shall survive the termination of this Agreement.

4. Successors and Assigns; Assignments.

This Agreement shall bind and inure to the benefit of and be enforceable by the Bank, the Borrower and the Municipality and their respective successors and assigns. The Bank shall have the right to assign or transfer its rights and obligations under this Agreement without limitation to any assignee permitted under the Reimbursement Agreement. Any assignee or transferee shall be entitled to all the benefits afforded the Bank under this Agreement; provided, that such assignee or transferee shall have delivered to the other parties hereto written confirmation that such assignee or transferee agrees to be bound by the terms of this Agreement.

5. Amendment.

This Agreement may be amended from time to time in writing by all parties hereto.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof.

7. Certain Matters Affecting the Bank.

(a) The Bank shall follow its customary procedures for determining whether or not to honor any checks, drafts, or other payment requests drawn on or with respect to the Escrow Account.

(b) The Bank may rely and shall be protected in acting or refraining from acting upon any notice (including, without limitation, electronically and telephonically confirmed facsimiles of such notice) believed by the Bank to be genuine and to have been given by the proper party or parties; and

(c) The duties and obligations of the Bank shall be determined solely by the express provisions of this Agreement. The Bank shall not be liable except for the performance of its duties and obligations as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Bank.

8. Interpleader.

If the Borrower becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if the Bank is otherwise served with legal process or becomes aware of facts or circumstances which the Bank in good faith believes affects its ability to carry out the terms of any instructions or the disposition of funds deposited in the Escrow Account or in good faith is in doubt as to any action it should take, the Bank shall have the right (a) to place a hold on funds deposited in the Escrow Account until such time as the Bank receives an appropriate order from a court of competent jurisdiction or other assurances satisfactory to the Bank establishing that the instructions may be effectuated and/or funds may continue to be disbursed according to the instructions contained in this Agreement; or (b) to commence, at Borrower's expense, an interpleader action in any court of competent jurisdiction and take no further action except in accordance with joint instructions from the Municipality and the Borrower or in accordance with the final order of the court in such action.

9. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Entire Agreement.

This Agreement constitutes the entire contract among the parties relative to the subject matter hereof. Any agreement previously entered into among the parties with respect to the subject matter hereof, is superseded by this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any party other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Notices. Except as provided herein to the contrary, any notice, demand, or other communication given pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice and delivered (a) in person, sent by a reputable express or overnight courier or delivery service from whom a receipt is obtained, or (b) by telecopy with confirmed receipt, or (c) mailed, and if mailed, sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Bank:

PNC Bank, National Association
500 W. Jefferson Street, Suite 1200
Louisville, Kentucky 40202
Attention: Robert Walton

with a copy at the same time to:

Buchanan Ingersoll
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219-1410
Attention: Rebecca L. Lando, Esquire

To Borrower:

Willingboro Senior Urban Renewal Partners, L.P.
1103 Laurel Oak Road
Suite 105B
Voorhees, NJ 08043

with a copy to:

David A. Larkin, Esquire.
1103 Laurel Oak Road
Suite 105
Voorhees, NJ 08043

with a copy to:

Richard Canel, Esquire
Wolf, Block, Schorr & Solis-Cohen
1650 Arch Street, 22nd Floor
Philadelphia, PA 19103-2097

To the Municipality:

Township of Willingboro
One Salem Road
Willingboro, NJ 08046
Attention: Township Manager

with a copy to:

William J. Kearns, Esquire
Kearns Vassallo Guest & Kearns
630 Beverly Rancocas Road
Willingboro, NJ 08046

Notices shall be considered given (i) on the date when delivered, if delivered in person, (ii) if telecopied, upon receipt of confirmation of receipt, or (iii) if mailed, two (2) calendar days after the deposit in the United States mail addressed to the parties to be notified at the addresses set forth above or to any other addresses as any party may specify to the other by like notice. Any

party may from time to time designate a different address for notice or other communication by mailing notice of such different address to the others in the manner described hereinabove, but until such notice of a different address is deemed delivered, the address of such party set forth hereinabove or the last properly designated different address of such party shall be the effective address of such party for any notice or other communication.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF FUNDING AND ESCROW AGREEMENT]

IN WITNESS WHEREOF, this Funding and Escrow Agreement has been executed as of the date first above written.

BANK:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: ROBERT E. WALTON, JR.
Title: VICE PRESIDENT

BORROWER:

WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.

By: **Community Care and Development Corporation - Willingboro, Inc.**
Its General Partner

By: _____
Name: _____
Title: _____

MUNICIPALITY:

TOWNSHIP OF WILLINGBORO, a municipal corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE OF FUNDING AND ESCROW AGREEMENT]

IN WITNESS WHEREOF, this Funding and Escrow Agreement has been executed as of the date first above written.

BANK:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By:_____
Name:_____
Title:_____

BORROWER:

WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.

By: **Community Care and Development Corporation - Willingboro, Inc.**
Its General Partner

By: [signature]
Name: DANIEL VELBRIC
Title: Chairman

MUNICIPALITY:

TOWNSHIP OF WILLINGBORO, a municipal corporation

By: [signature]
Name: LAVERNE BEBLER JOHNSON
Title: MAYOR

TOWNSHIP OF WILLINGBORO

Resolution 1999 - 119

A Resolution of the Township Council of the Township of Willingboro Opposing S-632 and A-1112, Proposed Legislation Which Would Permit Business Uses in Single Family Residential Zoning Districts

Whereas, the right of citizens, through their elected representatives, to enact zoning ordinances which establish disticts which are reserved to residential uses is an important factor in the "quality of life" in the community in which they live, and

Whereas, the Willingboro Township Council has learned of the proposals in the New Jersey Senate (S-632) and the New Jersey General Assembly (A-1112) which would mandate that home based businesses would be permitted in every residential zone, regardless of the zoning standards adopted in the municipality in which the residences are located, and

Whereas, the proposed legislation is so broad and overreaching that it would not give the municipality the abilty to prohibit uses which involve retailing, manufacturing, warehousing or other activities which would generate traffic and would impact on the residential nature of the neighborhood, and

Whereas, the determination of which home based business uses are appropriate for being conducted in residential properties should be made at the local level, and not through a broad, sweeping mandate from the State of New Jersey,

Now, therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this **21st** day of **September, 1999**, that the Township Council opposes the enactment of S-632 or A-1112 or any similar legislation which would mandate the allowance of home based businesses in all residential zoning districts, and

Be It Further Resolved, that any legislative initiative to allow home based businesses should respect the authority of each municipality to adopt ordinances which would

establish standards and limitations on home based businesses to ensure that any businesses allowed would not impact on or be detrimental to the residential character of the zoning district and would be clearly limited to only those businesses which do not involve retail, manufacturing, warehousing, automotive repair, service or other activities which would result in increased traffic, parking, or activities inconsistent with residential zoning districts, and

Be It Further Resolved, that the Township Council would prefer to seeenactment of A-2578 which addresses the issues relating to Home Based Businesses in a manner which is respectful of the need to preserve residential zoning and which would not mandate the inclusion of inappropriate home based businesses in residential zones.

Be It Further Resolved, that certified copies of this Resolution shall be provided to the legislators representing Burlington County and to the New Jersey State League of Municipalities for their information and attention.

Lavonne Bebler Johnson
Mayor

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

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

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

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

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

September 23, 1999

Mr. William G. Dressel, Jr.
Executive Director
New Jersey State League of Municipalities
407 West State Street
Trenton, New Jersey 08618

Dear Mr. Dressel:

Enclosed please find a copy of Resolution No.119-1999 adopted by Willingboro Township Council at their meeting of September 21, 1999 Opposing S-632 and SA-1112, Proposed Legislation Which Would Permit Business Uses in Single Family Residential Zoning Districts.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

/eb
Encl.

cc: Assemblyman Conners
Assemblyman Conaway
Senator Diane Allen

RESOLUTION NO. 1999 – 120

A RESOLUTION AWARDING A BID FOR AN AMBULANCE TO WOLFINGTON BODY COMPANY IN THE AMOUNT OF $116,137.00

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for an emergency squad ambulance; 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 WOLFINGTON BODY CO., INC. Mt. Holly, New Jersey in the amount of $116,137.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of September 1999, that the bid be accepted as per the attached recommendations of the Emergency Squad.

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

LAVONNE B. JOHNSON
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

16/15

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 Washington Body - Mt. Holly NJ Ambulance.

The money necessary to fund said contract is in the amount of $ ~~4,131.00~~ 116,132.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0599-A1. 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

BID FORD AMBULANCE _ BID OPENED AT 10:30 a.m. BY TOWNSHIPCLERK
RHODA LICHTENSTADTER _ NO ONE ELSE PRESENT 8-25-1999

BID FORM

TOWNSHIP of WILLINGBORO &
WILLINGBORO EMERGENCY SQUAD
1 Salem Road
Willingboro, New Jersey 08046

For One 2000 Ford E-450 Super Duty Ambulance
as per specifications ..... $ 121, 137. 00
Brand Name PL Custom Model Medallion Type III

Any applicable discounts..... $- 5, 000. 00

TOTAL COST, DELIVERED ..... $ 116, 137. 00

Delivery Time on Ambulance 150 Days Post Chassis Delivery To Plant

BIDDERS INFORMATION

Company Wolfington Body Co., Inc.
Address 2316 Rt. 38, PO Box 160
City, State, Zip Mt. Holly, NJ 08060
Contact Name One 2000 Ford E-450 Super Duty Ambulance
Title Vice President
Signature

1. Bid Guarantee ✓
2. Certificate of Consent of Surety ✓
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: /

Willingboro Emergency Squad, Inc.

396 CHARLESTON ROAD
WILLINGBORO, NEW JERSEY 08046
BUSINESS # 609-871-4357

TO COUNCIL FOR ACTION

September 10, 1999

Willingboro Township
One Salem Road
Willingboro, NJ 08046

Attention: Norton Bonaparte, Jr.

To Whom it May Concern,

The Willingboro Emergency Squad would like to accept the ambulance bid package from Wolfington Body Company. Please place this acceptance onto town council's agenda at your earliest possible convenience. Feel free to contact me if there are any issues or questions regarding this matter.

Respectfully,

Ken Hofbauer
Vice-President

Cc: C. McArdle
file

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