

FOR INFORMATION ONLY

RESOLUTION NO. 107 1998

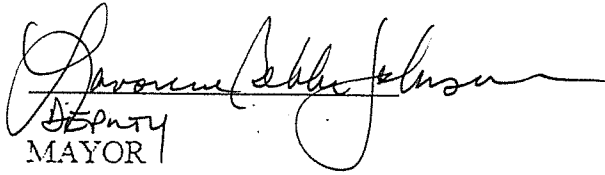
WHEREAS, by Resolution No. 7, 1998, Willingboro Township Council established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said listing;

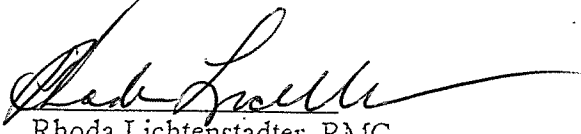
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ...7.....day of July, 1998 that the list of meeting dates be amended as follows:

ADD: JULY 14, 1998 - 6 PM. JOHN F. KENNEDY HIGH SCHOOL

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

  
DEPUTY  
MAYOR

ATTEST:

  
Rhoda Lichtenstädter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 108

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

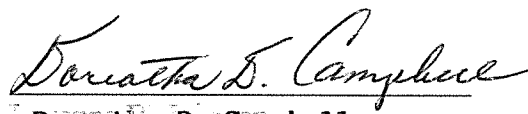
WHEREAS, the Township Council of the Township of Willingboro has determined that it is impossible to send out the regular third quarter tax bills for 1998 in a timely fashion, for reasons beyond the control of the Township of Willingboro; and

WHEREAS, it is anticipated that the tax bills will be prepared and sent to (mailed) taxpayers on or about August 1, 1998; and


WHEREAS, the Township 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 1998 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 28th day of July, 1998, that the Treasurer of the Township of Willingboro be and hereby authorized to accept payments of third quarter 1998 taxes not later than September 1, 1998, 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.

  
Doreatha D. Campbell  
Deputy Mayor


ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

*To  
Town  
for  
Discussion  
mjd*

**DATE:** July 20, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Extension of Due Date for Third Quarter Taxes

We received the extended duplicate tax book and are now in the process of preparing the tax bill. Our goal is to have the bills out by July 31, 1998.

I suggest that we change the due date for payment to September 1, 1998 with no grace period. We would need a Council Resolution changing the due date from August 1, 1998 to September 1.

Please contact me if there are any questions

RESOLUTION NO. 1998 - 109

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

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

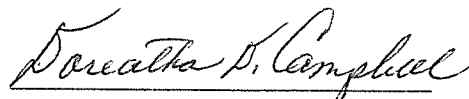
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on July 28, 1998, that an Executive Session closed to the public shall be held on July 28, 1998, at 11:05p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



Doreatha D. Campbell  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 110

A RESOLUTION OF TOWNSHIP COUNCIL AUTHORIZING  
EMPLOYEES TO PURCHASE OLD COMPUTER EQUIPMENT.

WHEREAS, the Township Council of the Township of Willingboro is in the process of purchasing new computer equipment; and

WHEREAS, the Finance Department has suggested that the employees be allowed to purchase these obsolete computers as follows:

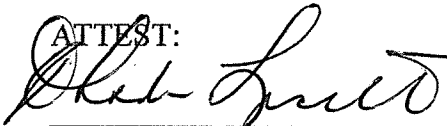
1. The computers on the attached list by Finance Director Diggs are obsolete and are no longer needed for Township purposes.
2. Authorizing employees of the Township to acquire those computers at prices recommend by the Finance Director in her memorandum of July 21, 1998, first choice given to employees that have been using the computers and second round to any employee of the Township; and

WHEREAS, computers that are not acquired by employees by October or 30 days after the new computers are set up, whichever date is later, the Council is then authorizing that the remainder be donated to a Willingboro based charitable organization that can refurbish them for their use.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 28th day of July, 1998, that the recommendations in the memo from the Finance Director be adopted.

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

*To  
Council  
for  
Discussion*

**DATE:** July 21, 1998  
**TO:** Norton Bonaparte  
**FROM:** Joanne Diggs *JD*  
**SUBJECT:** Sale of old Computers

As a fringe benefit to employees, I wish to suggest that we offer employees the opportunity to purchase their old computer if they are getting a new one. This would be good for the Township in that we may be able to recoup some computer funds and employees would be able to get a computer for a reasonable rate.

I spoke with our auditor who says that it is fine as long as council is informed and agrees on a standard price. I would suggest \$100 for Pentiums and \$50 for the 486 computers. Monitors, if available could be sold for \$10.

I will be happy to discuss this with you at your convenience.

**RESOLUTION 1998-111**

(In support of developer's application for UHORP funding)

**WHEREAS**, the Willingboro Township desires to evidence its support for the application of Burlington County Community Action Program, Inc. for a grant from the New Jersey Housing and Mortgage Finance Agency, hereinafter referred to as the "Agency," for an amount not to exceed the maximum amount allowed in accordance with the Urban Homeownership Recovery Program (UHORP) for purposes of funding and subsidizing construction of homeownership and rental units(if applicable), respectively, including mixed income housing that may include market units and/or affordable to households of low and moderate income to be included in the development known as Willingboro Acquisition/Rehab/Resale Project located at Willingboro Township.

**BE IT FURTHER RESOLVED**, that the Willingboro Township does hereby authorize the application for and the execution of a Municipal Grant Participation Agreement ("Agreement") for the receipt of such grants from the Authority and does further, upon execution of the Agreement, authorize the processing expenditure of funds pursuant to the terms of said Agreement.

**BE IT FURTHER RESOLVED**, that the Willingboro Township hereby authorizes the executor of a Municipal Grant Participation Agreement ("Agreement") for the receipt of such grant funds from the Agency, and does further upon the execution of the Agreement authorize the processing and expenditure of funds pursuant to the terms of said Agreement.

**BE IT FURTHER RESOLVED**, that the \_\_\_\_\_ Agency \_\_\_\_\_ does hereby commit to this project \$1,800,000 for purposes of funding and subsidizing construction of mixed income housing including market units, and moderate- and low-income units.

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

SIGNED: Karen D. Campbell      SIGNED: Rhoda Lichtenstadter  
M. Dejar      Township Clerk  
Title      Title

I, Rhoda Lichtenstadter, Clerk of The Township  
Willingboro hereby certify that at a meeting of the Township Council  
held on 7 July 27, 1998 the above resolution was duly adopted.

7/28/98  
Date

Rhoda Lichtenstadter  
**SEAL OF NOTARY**  
RHODA I. LICHTENSTADTER  
NOTARY PUBLIC OF NEW JERSEY

Actual expenditures of funds may require a budget amendment as per the Local Budget Law (Chapter 22, 1998 159 Procedure).

# township of Willingboro

## TELEFAX COVER SHEET

TO: J. Giles Janssen  
COMPANY: BCRAP  
DATE: 8/4/98  
TO FAX NO. 386-7380

FROM: Temp clerk EXT. 6202

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: Copy of Agenda adopted  
at Council mtg of 7/28/98

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.



MUNICIPAL GRANT PARTICIPATION AGREEMENT

THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND  
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (hereinafter  
jointly referred to as the "AUTHORITY")

AND

\_\_\_\_\_ ("MUNICIPALITY")

FOR THE GRANT OF URBAN HOMEOWNERSHIP RECOVERY PROGRAM HOUSING  
INCENTIVE FUND FUNDS

THIS AGREEMENT, for the grant of certain funds from the Authority to the Municipality to subsidize construction of affordable housing units, subject to conditions hereinafter set forth, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

WHEREAS, the State of New Jersey has initiated the Urban Homeownership Recovery Program ("UHORP") to provide construction, construction subsidy and end loan financing for market (unrestricted) and affordable housing in eligible urban municipalities where such funding will have an impact; and

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("Agency") will make subsidy funds for construction of low and moderate income homeownership housing available through the Housing Incentive Fund ("HIF") of the H-EASY 2000 State Housing Policy; and

WHEREAS, the HIF funds will be made available to subsidize construction in cities that are eligible for the Department of Community Affairs ("Department") Neighborhood Preservation Balanced Housing Program ("Balanced Housing"), or that have Agency Urban Target Areas and have filed for or received substantive certification of a housing plan from the Council on Affordable Housing ("COAH") or are subject to a court order; and

WHEREAS, the HIF will be administered by the Agency and generally will be made available in conformity with Balanced Housing rules; and

WHEREAS, the Municipality is eligible to participate in the UHORP program, has approved a resolution in support of the development more fully described below which resolution includes approval of the Municipality to participate in the UHORP program; and

WHEREAS, the Municipality has a comprehensive neighborhood improvement plan in place; and

PHASE III.A  
Housing Incentive Fund  
Attachment H-4

WHEREAS, to satisfy the loan/grant requirements of N.J.S.A. 52:27D-320 the Authority and the Municipality wish to agree to certain terms and conditions that will enable the HIF funds to be granted to the Municipality for use in a development(s) within the municipality; and

WHEREAS, the agreement will establish the Authority as an instrumentality of the Municipality for purposes of making the Authority fully responsible for the HIF funds including receipt of, escrow, monitoring construction draws and other disbursements, auditing and accountability and establishment of affordable housing controls; and

WHEREAS, the Authority will hold the Municipality harmless from any loss of HIF funds; and

WHEREAS, any HIF recovered at the time of an uncontrolled resale will be returned to the Authority; and

NOW, THEREFORE, be it agreed by the parties hereto as follows:

1) The Authority shall grant to the Municipality the amount of \$ \_\_\_\_\_ in HIF funds for development known as \_\_\_\_\_, located at Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_ or if this box is checked [ ] as is more fully described in the attachment hereto.

2) The Authority and the Municipality agree that for purposes expressed in the recitals to this Agreement, the Authority shall be deemed an instrumentality of the Municipality.

3) The HIF funds granted by the Authority to the Municipality shall be held and administered by the Authority for the purposes expressed in the recitals to this Agreement.

4) Residential units subsidized with HIF funds will be resale restricted for the periods required by the regulations of the Authority and COAH applicable to urban homeownership units. Affordability control documents shall be recorded by the Authority acting as an instrumentality of the Municipality.

5) The Authority shall be fully responsible for administration of the HIF funds, such responsibility shall include but not be limited to: receiving, escrow, disbursement, audit and accounting. The Municipality shall have no responsibility for administration of the HIF and the Authority shall hold the Municipality harmless for any loss of HIF funds.

6) The Authority shall be fully responsible for preparing and recording all affordability control documents and may do so in accordance with the Department and COAH's rules as an

PHASE III.A  
Housing Incentive Fund  
Attachment H-4

instrumentality of the Municipality.

7) Any HIF funds that may be recaptured, typically at the time of the first unrestricted resale, shall be the sole property of the Authority.

8) The Municipality acknowledges that funds advanced under this agreement shall be subject to the UHORP and HIF provisions of the H-EASY 2000 State Housing Policy.

9) This Agreement is authorized by

10) Special Provisions:

IN WITNESS WHEREOF, the Municipality and the Authority have caused this Agreement to be executed by their respective authorized representatives.

MUNICIPALITY:

Doreatha D. Campbell

BY: Doreatha D. Campbell

TITLE: Mayor

AUTHORITY:

NEW JERSEY HOUSING AND MORTGAGE  
FINANCE AGENCY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NEW JERSEY DEPARTMENT OF COMMUNITY  
AFFAIRS

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



# Burlington County Community Action Program

718 South Route 130  
Burlington, New Jersey 08016

• (609) 386-5800  
• Facsimile (609) 386-7380

SILAS M. TOWNSEND  
Executive Director

July 1, 1998

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

*TO  
Council  
for Action*

**Re: Burlington County Community Action Program, Inc.  
Willingboro Acquisition/Rehab/Resale Project**

Dear Mr. Bonaparte:

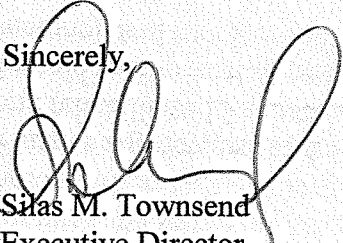
On behalf of the Burlington County Community Action Program, Inc. (BCCAP), I thank you for allowing us the opportunity to present our proposal to the Willingboro Township. As noted earlier, BCCAP is applying for funding to the New Jersey Housing and Mortgage Finance Agency, under the Urban Homeownership Recovery Program (UHORP), to purchase and rehabilitate 15 substandard and deteriorating housing units in Willingboro. The units will be sold to five market-rate families, eight moderate-income families (50-80% of median income), and two low-income families (50% of median income or below).

To ensure that the low- and moderate-income housing units shall remain affordable for the designated period of time, the Affordable Housing Management Service (AHMS) will administer eligibility determinations and monitor affordability controls for the Willingboro Acquisition/Rehab/Resale Project. AHMS is a program of the Division of Housing and Development within the New Jersey Department of Community Affairs. The service was developed in cooperation with the New Jersey Housing and Mortgage Finance Agency and the Council on Affordable Housing (COAH) to help municipalities administer low- and moderate-income housing units developed as a result of the Fair Housing Act. (See attached)

Please complete the enclosed Resolution which is required as evidence of municipal support for this project. We appreciate your assistance in helping BCCAP provide affordable housing to Burlington County residents while contributing to the revitalization of the community.

Thank you again for your consideration.

Sincerely,

  
Silas M. Townsend  
Executive Director



United Way  
of Burlington County  
Member Agency

# AFFORDABLE HOUSING MANAGEMENT SERVICE

The Affordable Housing Management Service is a program of the Division of Housing and Development within the Department of Community Affairs. The service was developed in cooperation with the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Council on Affordable Housing (COAH) to help municipalities administer their low- and moderate-income housing units developed as a result of the Fair Housing Act.

The Fair Housing Act, enacted by the New Jersey legislature in 1985, requires that the Department of Community Affairs, COAH and HMFA assist municipalities with meeting their low- and moderate-income housing obligation, as defined by the Act.

The Act also requires that housing created pursuant to the legislation remain affordable to low- and moderate-income households for at least 20 years, unless a shorter period of time has been authorized. An administrative system to control the occupancy, resale prices and rental charges is necessary for municipalities to meet this obligation.

Municipalities may sign an agreement with HMFA that allows them to utilize the Affordable Housing Management Service and thereby avoid the expenses associated with creating a local affordable housing agency.

## SERVICES

Depending upon the needs of the community, the office can provide the following services:

- Assist with local marketing of units.
- Establish a screening process for potential homebuyers or tenants based on income eligibility.
- Maintain eligibility lists.
- Refer eligible homebuyers and renters to available units.
- Determine maximum resale prices or rents.
- Establish procedures to ensure that affordable housing units continue to be occupied by and affordable to low- and moderate-income households for the restricted time frame.
- Provide housing counseling services to potential homebuyers.
- Assist households through settlement procedures.
- Provide municipalities with requested reports and information.

## FEES

A fee schedule has been established for municipalities and developers contracting with HMFA. Reasonable fees will be charged to either the municipality or the developer having a contract with HMFA for initial occupancies. A reasonable fee will be charged to the property owner at resale and to the landlord for rental units that are reoccupied.

## MANAGEMENT SYSTEM

The Affordable Housing Management Service maintains an automated management information system that contains data on each affordable housing unit, including its base price or base rent, affordability range, occupancy requirements, preferences for occupancy, location codes, and a history of sales/resales and rentals.

This system also contains data on each applicant household, including the number of household members, income level, affordability range, occupancy requirements and preferences and location codes. The system is designed to identify applicants who are compatible with available units, recalculate resale prices and rental charges with appropriate notices and produce follow-up tracking materials on units to monitor program compliance.

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RESOLUTION NO. 1998- 112  
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

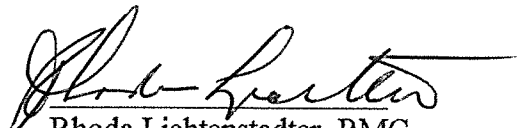
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of August, 1998, 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.

  
\_\_\_\_\_  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

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

COURTNEY CANNON 31 TRAYNOR LANE BLOCK 1130 LOT 2 31 TRAYNOR LANE OVERPAYMENT TAXES	\$23.20
VANCE, JAMES & ANNE 44 HEATH LANE BLOCK 620 LOT 13 44 HEATH LANE OVERPAYMENT TAXES	241.53
CITICORP MTG. C/O TRANSAMERICA 400 CHESTERFIELD CENTER SUITE 110 CHESTERFIELD, MISSOURI 63017 BLOCK 1111 LOT 16 131 TOLEDO LANE OVERPAYMENT TAXES	872.78
ROSOFSKY, DEANNA & PAUL 83 SUSSEX DRIVE BLOCK 101 LOT 25 83 SUSSEX DRIVE OVERPAYMENT TAXES	56.64
LODGE, THERESA & PETER 23 PARKSIDE CIRCLE BLOCK 327 LOT 15 23 PARKSIDE CIRCLE OVERPAYMENT TAXES	17.92
PNC PRIVATE BANK RT. 38 AT EAST GATE DRIVE MOORESTOWN, N.J. 08057 BLOCK 2 LOT 8 4 LEVITT PARKWAY OVERPAYMENT TAXES	83.17
FIRST AMERICAN REAL ESTATE TAX SERVICE 333 EARLE OVINGTON BLVD. UNIONDALE, NEW YORK 11553 BLOCK 826 LOT 2 10 EDGEWATER LANE OVERPAYMENT TAXES	797.46

STEPHENS, FRANK & ELLA 24 MANDOLIN LANE BLOCK 510 LOT 4 24 MANDOLIN LANE OVERPAYMENT TAXES	\$23.88
ANGELES, HERMINGILDO & DELORE 19 MANDOLIN LANE BLOCK 512 LOT 24 19 MANDOLIN LANE OVERPAYMENT TAXES	1010.22
LEVENDUSKY, THOMAS & DOROTHY 30 EDDINGTON LANE BLOCK 813 LOT 4 30 EDDINGTON LANE OVERPAYMENT TAXES	64.02
MR. & MRS. FRANK SMITH 30 MANDOLIN LANE BLOCK 510 LOT 6 30 MANDOLIN LANE OVERPAYMENT TAXES	529.69
PRESSLEY, SAMUEL & PEARLENE 54 HOLYOKE LANE BLOCK 616 LOT 6 54 HOLYOKE LANE OVERPAYMENT TAXES	21.12
MOZDY, CHRISTOPHER 1 BRAXTON LANE BURLINGTON, N.J. 08016 BLOCK 808 LOT 12 103 EASTBROOK LANE OVERPAYMENT TAXES	50.00
ELEY, THERESA 34 CHALFORD LANE BLOCK 407 LOT 7 34 CHALFORD LANE OVERPAYMENT TAXES	86.50



RESOLUTION NO. 1998- 113

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.

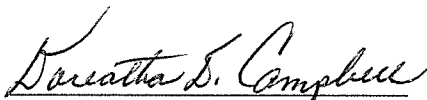
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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

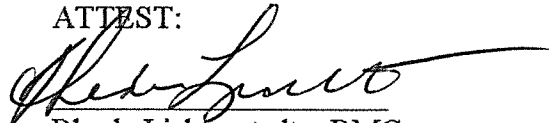
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

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 4th of August, 1998 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.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

\*\*\*\*\*  
**INTEROFFICE MEMORANDUM**  
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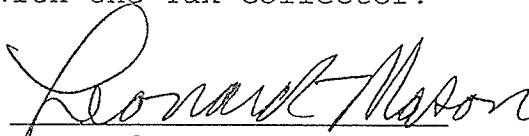
MEMO TO: Norton N. Bonaparte, Township Manager  
 Rhoda Lichtenstadter  
 FROM: Leonard Mason  
 DATE: August 4, 1998  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

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 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$7,112.00 for the time period of July 7, 1998 thru August 4, 1998.

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

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
<u>GRASS CUTTING</u>			
See attached list:			
70 properties @\$80.00		\$ 5600.00	
3 properties @\$40.00		\$ 120.00	
*****			
38 Bonnie		\$ 400.00	Rem bushes, hedges
76 Northgate	1010-102	\$ 425.00	Board windows & dr; paint boards
26 Raeburn	903-42	\$ 345.00	Rem debris
16 Raleigh	901-62	\$ 132.00	Board patio dr.; cover hole in soffitt
2 Henderson	621-1	\$ 90.00	Rem & disp of tree
TOTAL		\$ 7112.00	

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

Babbitt 33
Ballad 7
Beaverdale 55
Belhurst 29
Belhurst 67
Belmont 17
Belmont 54
Belmont 60
Bendix 42
Bermuda 24
Bloomfield 45
Bloomfield 46
Bloomfield 64
Bolton 72
Brooklawn 5
Brooklawn 63
Bucknell 15
Buttercup 30
Elridge 16
Ember 48
Enter Turn 36
Fleetwood 30
Gabriel 97
Galloway 8
Gardenbrook 51
Gardenbrook 82
General 33
Glenview 13
Granby 42
Gunner 5
Hadley 59
Hall 6
Hampshire 52
Hargrove 1
Hasting 66
Hastings 12
Heath 20
Heath 36
Henderson 2.
Hillcrest 58
Hinsdale 82
Holmes 11
Madestone 35
Mainbridge 29
Marblestone 32
Meadowlark 36
Medallion 21
Medford 38
Medford 8

Millbrook 126
Montclair 63
Northampton 29
Northgate 76
Pastoral 18
Pebble 6
Pheasant 145
Sheffield 91
Snowflower 35
Somerset 110
Somerset 204
Somerset 225
Somerset 232
Somerset 73
Spindletop 25
Stirrup 29
Sudberry 7
Twin Hill 41

RESOLUTION NO. 1998 - 114

A RESOLUTION AWARDDING A BID FOR 4 POLICE  
DEPARTMENT VEHICLES.

WHEREAS, the Township Council of the Township of Willingboro has requested  
that bids be submitted for 4 POLICE DEPARTMENT VEHICLES; and

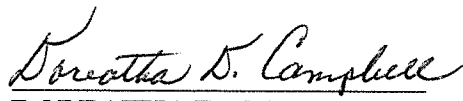
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept  
the bid of WINNER FORD OF DELAWARE, and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 4th day of August, 1998,  
that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
DOREATHA D. CAMPBELL  
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

Winner Farm of Delaware  
Lease/Purchase - Annual Payment

The money necessary to fund said contract is in the amount of \$ 29,233.96 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01 77 316. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

# WILLINGBORO TOWNSHIP POLICE

MUNICIPAL COMPLEX

1 Salem Road

Willingboro, New Jersey 08046



**BENJAMIN C. BRAXTON**  
Director of Public Safety

(609) 877-2200  
FAX (609) 835-0938

TO: Norton N. Bonaparte, Jr. Township Manager  
FROM: Benjamin C. Braxton, Director of Public Safety  
SUBJECT: BIDS ON NEW POLICE VEHICLES  
DATE: July 10, 1998

*To Winner  
For  
Action*

Bid openings for four (4) new police vehicles were held this date, 7-10-98, at 10:30 AM by the Township Clerk, Rhoda Lichtenstadter.

An evaluation of the bids indicates the following:

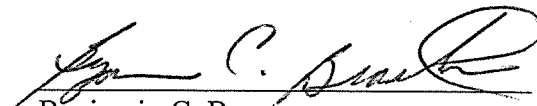
1. Winner Ford of Dover, Delaware.....\$20,025 to purchase.
2. Warnock Ford, East Hanover, New Jersey.....\$22,801 to purchase.

The lease-purchase agreement, which the township will be in:

1. Winner Ford of Dover, Delaware.....\$29,233.96 for annual payment
2. Warnock Ford of East Hanover, New Jersey.....\$34,072.63 for annual payment.

As you can see, there is a significant difference in leasing from Winner Ford compared to Warnock. The difference of \$4,838.67 x 3 years will make a difference of \$14,516.01.

With the above information, I recommend that Winner Ford's bid be accepted and we proceed as expeditiously as possible to purchase our vehicles.

  
Benjamin C. Braxton  
Director of Public Safety

cc: Brator  
Bieniek  
Cos  
mgr  
Jde  
Dm

BID OPENING, 4 POLICE VEHICLES  
JULY 10, 1998 - 10:30 A.M.

BIDS OPENED BY TOWNSHIP CLERK RHODA LICHTENSTADTER

PRESENT: BOB BIENIEK- POLICE DEPARTMENT

WINNER FORD-DOVER WARNOCK

1. Affirmative Action	X	X
2. Non-Coll.	X	X
3. Conflict of Interest	X	X
4. Disc. Statement	X	X
5. Bid Certif.	X	X
6. Bid Guarantee	X	X

Any Other documents called for in specs.

OPTION A - PURCHASE PRICE: \$20,025.00 ann.payment \$22,801.00 per veh.

OPTION B - LEASE/PURCHASE: \$29,233.96 ann payment \$34,072.63 per veh.

RL



RESOLUTION NO. 1998 - 115

A RESOLUTION FOR AN ADJUSTED TAX ASSESSMENT IN ACCORDANCE WITH THE RECOMMENDATION AND AGREEMENT OF TAX ASSESSOR.

WHEREAS, the Tax Assessor has determined that an adjustment is necessary on Block 403, Lot 9, 44 Woodhaven Lane; and

WHEREAS, the Tax Assessor has reached an agreement for the appropriate adjustment as set forth in the attached correspondence dated October 2, 1997; and

WHEREAS, the Tax Assessor has recommended that a reduction in the assessment for 1998 be approved by the Township Council.


NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of August, 1998 as follows:

For the Year 1998 the assessment will be adjusted from \$141,800 to \$139,800 for one year only.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Tax Assessor, Tax Collector and Mr. Daniels at 44 Woodhaven Lane for their information and attention.

  
DOREATHA D. CAMPBELL  
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

COUNCIL MEMBERS

James E. Ayrer  
Doreatha D. Campbell  
Lavonne B. Johnson  
Jeffrey E. Ramsey  
Paul L. Stephenson

TOWNSHIP MANAGER  
Norton N. Bonaparte, Jr.

October 2, 1997

Re: Block 403, Lot 9

*44 Waukhoven*

Dear Mr. Daniels:

As a result of your inquiry regarding your property assessment, I have conducted an extensive investigation into the prior and current records of homes (Country Clubber).

In total I have currently reviewed 23 records and have found the following.

Block 401<sup>3</sup> Lot 30 - Same model w/garage conversion is assessed at \$141,800 ( ~~no~~ pool ).

Block 401 Lot 3 - Same model without a garage conversion or pool is assessed at \$138,000 sold 12/23/96 for \$146,500

Block 403 Lot 24 - Framingham model to rear of your property with pool, no garage conversion is assessed at \$138,000 sold 5/13/96 - \$144,000.

As part of my records review I find your property description accurate while approximately 1/3 to have information omitted. These properties will be further reviewed/inspected prior to 12/31/97 and will be adjusted accordingly for 1998.

For the year 1998 your assessment will be adjusted from \$141,800 to \$139,800. This adjustment is for one year only (1998). If you should sell your property you should disclose this agreement to any perspective buyer.

Sincerely,

William Tantum, CTA  
Assessor

*needs resolution*

Accepted:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

RESOLUTION NO. 1998 - 116

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

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

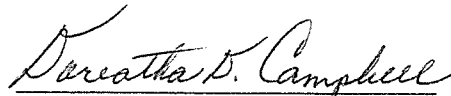
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Aug. 4, 1998, that an Executive Session closed to the public shall be held on Aug. 4, 1998, at 8:05 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
**DOREATHA D. CAMPBELL**

MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 117

RESOLUTION SUPPORTING THE REAUTHORIZATION  
OF A NEW JERSEY STATE RECYCLING TAX.

WHEREAS, recycling saves America's natural resources for generations to come while significantly reducing solid waste disposal costs and preserving landfill space; and

WHEREAS, the State New Jersey, its counties and its municipalities have successfully achieved a 60.32 percent recycling rate for a total solid waste generation through the implementation of aggressive recycling programs, recycling more than 10,103,094 tons in 1995; and

WHEREAS, the New Jersey State Recycling Tax, which provided a funding source for municipal recycling grants, loans to recycling businesses, and county planning and education outreach effort expired December 31, 1996; and

WHEREAS, the reauthorization of the New Jersey State Recycling Tax is a critical element for the continued success and growth of recycling programs in New Jersey; and

WHEREAS, for the New Jersey State Recycling Tax to be equitable and reasonable, it should be collected from all generators of solid waste in New Jersey, and should be exceed \$1.25 per ton of solid waste generated; and

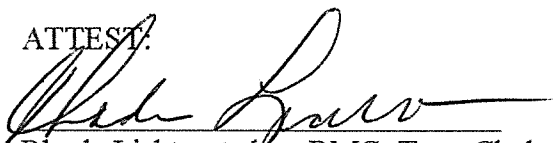
WHEREAS, to ensure the sustainability of municipal recycling programs, the Tax Fund should be distributed in such a manner as to ensure that municipalities receive more in State Recycling Tonnage Grants than they pay into the tax fund.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 4th day of August, 1998, supports the reauthorization of the New Jersey State Recycling Tax which shall include the conditions set forth in this resolution; and

BE IT FURTHER RESOLVED, that the Township of Willingboro urges the New Jersey Assembly and Senate Solid Waste Committees to draft and introduce Recycling Tax Reauthorization legislation and further urges all New Jersey legislators to offer such legislation.

  
DOREATHA D. CAMPBELL, MAYOR  
**MAYOR**

ATTEST:

  
Rhoda Lichtenstadter, RMC, Twp. Clerk

RESOLUTION NO. 1998 - 118

RESOLUTION ENDORSING THE RECOMMENDATION  
OF THE RT. 130/DELAWARE RIVER CORRIDOR STRATEGIC  
PLAN AND PARTICIPATION OF THE TOWNSHIP OF  
WILLINGBORO IN PETITIONING THE NEW JERSEY STATE  
PLANNING COMMISSION TO DESIGNATE THE CORRIDOR  
STRATEGIC PLAN AS AN ENDORSED PLAN.

WHEREAS, in January, 1996, the Burlington County Board of Chosen Freeholders initiated the Route 130/Delaware River Corridor regional consensus planning effort to prepare a strategic plan for revitalizing the Corridor; and

WHEREAS, the Freeholders and the twelve municipalities that make up the Corridor, including the Township of Willingboro, have prepared the Strategic Plan which sets forth recommendations for revitalizing the Corridor; and

WHEREAS, the vision, goals and recommendations for revitalizing the Corridor set forth in the Strategic Plan comport with those of the Township of Willingboro; and

WHEREAS, the State Planning Act of 1985 (N.J.S.A. 52:18A-196 et seq) created a State Planning Commission and an Office of State Planning for the purpose of preparing a State Development and Redevelopment Plan based on the full participation of state, county and local governments; and

WHEREAS, the State Planning Commission and the Office of State Planning is in the process of revising and readopting the State Plan, which is known as cross-acceptance, pursuant to the Act; and

WHEREAS, the State Plan encourages municipalities and counties to engage in and implement regional planning in the State of New Jersey; and

WHEREAS, the State Plan establishes provisions for counties and municipalities to prepare regional plans and for the State Planning Commission to designate such plans as Endorsed Plans which are given priority status for state discretionary funds and programs; and


WHEREAS, the Freeholders and the Corridor municipalities intend to submit the Corridor Strategic Plan to the Office of State Planning and to petition the State Planning Commission to designate the Corridor Strategic Plan as an Endorsed Plan; and

WHEREAS, the Township of Willingboro has concluded that it is appropriate, necessary and in the Township's best interest to endorse the recommendations set forth in


the Corridor Strategic Plan and to fully participate in and support petitioning the State Planning Commission to designate the Corridor Strategic Plan as an Endorsed Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of August, 1998 as follows:

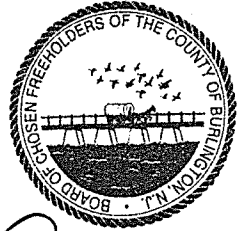
1. That the Township of Willingboro endorses the recommendations of the Route 130/Delaware River Corridor Strategic Plan; and
2. That the Township of Willingboro shall participate in and support the Burlington County Board of Chosen Freeholders and the twelve Corridor Municipalities in petitioning the New Jersey State Planning Commission to designate the Route 130/Delaware River Corridor Strategic Plan as an Endorsed Plan.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Board of Chosen Freeholders  
Of The County of Burlington  
MOUNT HOLLY, NEW JERSEY



Telephone No.  
609-265-5787

Clerk of the Board  
Office of Land Use Planning  
Room 222  
49 Rancocas Road  
P.O. Box 6000  
Mt. Holly, NJ 08060

08060

LETTER OF TRANSMITTAL

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

From: Mark Remsa, PP, CLA, AICP *MR*  
Principal Planner

Date: July 24, 1998

Re: Cross Acceptance and Route 130/Delaware River Corridor (Corridor)

Enclosure:

One (1) copy of Willingboro Township's Implementation Agenda

One (1) copy of the sample resolution distributed to Corridor municipalities for endorsement of the Corridor Strategic Plan and to petition the State Planning Commission for Endorsed Plan designation of the Corridor Strategic Plan.

Message:

The Implementation Agenda is the plan of action for Willingboro Township to comply with the Endorsed Plan for the Corridor. The enclosed Agenda is a preliminary draft subject to your community's review and comment. Please provide me with any changes to the Agenda so that it can be incorporated into the Endorsed Plan.

In order to submit the Corridor Strategic to the State for Endorsed Plan designation, we are asking all Corridor communities to provide us with resolutions of endorsement. Again, the resolution provided to you is a sample is subject to your community's approval. Please discuss the adoption of such a resolution with the Mayor and Township Council.

Should you have any questions in this matter, please do not hesitate to contact me.

cc: William Haines, Freeholder  
Frederick Galdo, County Administrator  
Doretha Campbell, Mayor, Willingboro Township  
Barbara Woolley, Land Use

*To  
Town  
Manager  
Norton  
Bonaparte*

Table 24 - Implementation Agenda  
 Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<b>Land Use</b>		
Prepare new, user-friendly development regulations which implement the recently adopted master plan and redevelopment plan. <i>Economic Dev. Goals B.3, C.5, J.4, K.5 &amp; L.5; Housing Goals B.1 &amp; C.1; Open Space &amp; Rec. Goals A.3, B.2 &amp; D.2.</i>	Twp. planning board researches successful regulations and recommends appropriate changes to Twp. council for adoption. Twp. works with surrounding communities to coordinate land uses and zoning. Twp. council adopts new regulations.	October 1999-December 2000
Create design guidelines to preserve the township's character and promote economic growth. <i>Economic Dev. Goals B.3, C.5, K.2 &amp; 5 &amp; L.5; Housing Goals B.1 &amp; C.1.</i>	Twp. planning board completes visual assessment of township. Twp. works with surrounding communities to coordinate design guidelines with an emphasis on Rt 130. Twp. council adopts design guidelines.	December 1999-December 2000
<b>Housing</b>		
Adopt a housing plan element. <i>Housing Goals A.1-3, B.1, C.1, &amp; F.1 &amp; 2.</i>	Twp. planning board adopts new housing plan. Twp. council endorses plan and petitions NJCOAH for substantive certification. Adopt new zoning after receiving certification.	October 1998-December 1999
Rehabilitate deteriorated housing stock pursuant to the new housing plan element of master plan. <i>Economic Dev. Goals C.3 &amp; L.4; Housing Goals A.1, D.1, 2 &amp; 5 &amp; F2.</i>	Twp. adopts program to rehabilitate deteriorated housing. Twp. pursue RCAs and outside funding, i.e., Neighborhood Preservation Program, for program.	October 1999-December 1999 (establish program) Ongoing (implementation)*
	Twp. create incentives, i.e., tax abatement, for private sector to undertake rehabilitation projects.	October 1999-December 1999**

\* This time frame is affected by the financial resources critical factor -- availability of local and outside funds.

\*\* This time frame is affected by the economy critical factor -- private sector interest.



Table 24 - Implementation Agenda  
 Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<b><i>Housing continued</i></b>		
Prevent deterioration of housing stock. <i>Housing Goals D. 1, 2 &amp; 5, E. 1 &amp; 2 &amp; F.2.</i>	Twp. updates its property maintenance code and apartment inspection/certificate of occupancy code for rental units.	October 1998- March 1999 (code) Ongoing (implementation)
<b><i>Economic Development</i></b>		
Encourage economic growth and development without sacrificing quality of life. <i>Economic Dev. Goals A.1 &amp; B.2 &amp; 3.</i>	Twp. completes master plan addressing economic development with a focus on Rt 130 and the industrial area.	October 1998- December 1999
Support the creation of a Corridor-wide redevelopment zone which has an economic development component. <i>Economic Dev. Goals C.6, I.4 &amp; O.4 &amp; 6.</i>	Twp. participates in a regional effort to develop and promulgate new legislation to create the redevelopment zone.	October 1998- Ongoing*
Enhance the gateways into the township to promote travel to the Rt. 130 business district. <i>Economic Dev. Goals K.4, L.4 M.1 &amp; N.1 &amp; 2.</i>	Twp. identifies critical sites and visual corridor along the main avenues and entrances into the township which require enhancement. Twp. prepares and implements a gateway enhancement plan coordinated with the master plan.	October 1998- October 1999 (plan)
Create an inviting highway business district along Rt 130. <i>Economic Dev. Goals B.3, C.5, J.4, K.5, L.1-5 &amp; O.1 &amp; 5.</i>	Twp. prepares a streetscape improvement plan for Rt 130 which is coordinated with the master plan and redevelopment plan. Coordinate plan with Edgewater Park and Burlington Twp.	December 1999- December 2000
	Twp. prepares and adopts design guidelines for Rt 130 which are coordinated with the master plan, redevelopment plan and the streetscape improvement plan.	December 1999- December 2000

\* This time frame is affected by the legislation critical factor.

Table 24 - Implementation Agenda  
 Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<b><i>Economic Development continued</i></b>		
	Twp. investigates and secures outside funding.	December 1999- Ongoing*
Encourage the reuse of vacant and underutilized industrial buildings and sites. <i>Economic Dev. Goals C.1-7, E.3-6 &amp; O.5.</i>	Twp. establishes a steering committee to: work with private sector to identify opportunities for reuse of industrial facilities in the township; research successful industrial redevelopment programs and strategies in the state; and recommend specific strategies for Willingboro. Incorporate recommendations into master plan and redevelopment plan.	October 1998- October 1999 (plan) Ongoing for implementation*
Maintain and upgrade the township's infrastructure to ensure adequate service for businesses and residents. <i>Economic Dev. Goals A.1 &amp; B.1-3.</i>	Twp. continues repairing and upgrading its sewerage system.	Ongoing*
	Twp. repairs and upgrades deteriorated sidewalks and roads.	Ongoing*
<b><i>Transportation</i></b>		
Encourage the creation of public transit bus routes that connect to LRT station stop at Cooper St in Beverly and other parts of the county not presently served. <i>Economic Dev. Goals A.1 &amp; N.2; Transportation--General.</i>	Twp. works with NJ Transit to reroute buses in the county to better serve township and county residents. Encourage bus routes to be directed to Willingboro Town Center (former plaza).	Ongoing
Improve the operations and safety of the roads in the township. <i>Economic Dev. Goals A.1, M.1 &amp; N.1; Transportation Location Nos. 21-24, 31-32 &amp; T5 &amp; L1.</i>	Twp. works with NJDOT and county to initiate study of the streets to improve safety and circulation. Incorporate findings and recommendations in circulation plan element of updated master plan.	October 1998- October 1999
	Twp. works with developers, NJDOT and county to implement improvements.	Ongoing* **

\* This time frame is affected by the financial resources critical factor -- availability of local and outside funds.

\*\* This time frame is affected by the economy critical factor -- private sector interest.

Table 24 - Implementation Agenda  
 Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<b><i>Transportation continued</i></b>		
Create aesthetically pleasing, safe, convenient pedestrian linkages throughout the township, including the Willingboro Town Center, parks and open space areas. <i>Economic Dev. Goals A.1, B.1-3, L.4 &amp; N.2; Open Space &amp; Rec. Goal G.1 &amp; 2; Transportation--General.</i>	Twp. develops a program to upgrade the streetscapes and sidewalk system based on the master plan.	October 1998- October 1999
	Twp. secures funding, i.e., ISTEA and Neighborhood Preservation Program, to implement upgrades.	Ongoing*
Provide pedestrian connections to the Rancocas Greenway. See <i>Economic Development, Open Space and Recreation</i> , and <i>Transportation Goals</i> above.	Twp. participates in the development process for the Rancocas Greenway.	Ongoing*
<b><i>Recreation and Open Space</i></b>		
Connect the waterfront to the Rancocas Greenway. See <i>Economic Development, Open Space and Recreation</i> , and <i>Transportation Goals</i> above.	Twp. executes actions discussed above in <i>Transportation</i> .	See <i>Transportation</i>
Upgrade and enhance heavily used parks in the township. <i>Open Space &amp; Rec. Goal C.1-4.</i>	Twp. prepares and implements a recreation improvement plan coordinated with the master plan.	October 1998- October 1999 (plan) Ongoing (implementation)*
	Twp. secures funds for implementing the plan, i.e., Green Acres funding, etc.	Ongoing*
<b><i>Historic Preservation</i></b>		
Not Applicable		

\* This time frame is affected by the financial resources critical factor -- availability of local and outside funds.

Table 24 - Implementation Agenda  
 Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<b><i>Public Facilities and Services</i></b>		
Ensure public facilities and services adequately meet the needs of township residents and businesses. <i>Economic Dev. Goals A.1 &amp; F.1-3.</i>	Twp. prepares and implements a long-term and short-term facilities plan.	October 1998- October 1999*
Upgrade the township's infrastructure to ensure adequate service for township residents and businesses. See <i>Economic Dev. Goals</i> above.	Twp. executes initiatives discussed above in <i>Economic Development</i> .	See <i>Economic Development</i>
<b><i>Intergovernmental Coordination</i></b>		
Develop a better understanding of the planning initiatives undertaken by neighboring municipalities and the county. <i>Economic Dev. Goals F.1-3, G.1-3 &amp; I.1, 3 &amp; 4; Open Space &amp; Rec. Goals G.1-2, H.1, I.1 &amp; J.1; Housing Goals D.4 &amp; 5, G.1-3 &amp; H.1-3; Transportation--General.</i>	Twp. builds on the county sponsored Route 130/Delaware River Corridor regional planning initiative and maintains dialogues with surrounding communities, with a focus on the Economic Development, Open Space and Recreation, Housing and Transportation Goals.	Ongoing
	Twp. initiates dialogues with surrounding municipalities to examine possibilities for providing joint services.	Ongoing
	Twp. participates in a regional effort to develop and promulgate new legislation to create a Corridor-wide redevelopment zone as discussed in <i>Economic Development</i> above.	Ongoing**

\* This time frame is affected by the financial resources critical factor -- availability of local and outside funds.

\*\* This time frame is affected by the legislation critical factor.

Table 24 - Implementation Agenda  
Willingboro Township, Route 130/Delaware River Corridor, 1998

<u>Activity</u>	<u>Initiative</u>	<u>Time Frame</u>
<i>Intergovernmental Coordination continued</i>		
	Twp. participates in a regional effort to develop and promulgate new legislation to create a county-wide RCA program to benefit communities that need housing rehabilitation.	Ongoing*

\* This time frame is affected by the legislation critical factor.



# TOWNSHIP OF WILLINGBORO

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

COUNCIL MEMBERS

*James E. Ayrer*  
*Doreatha D. Campbell*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

August 26, 1998

Mark Remsa, County Planner  
Office of Land Use Planning  
Room 222  
49 Rancocas Road  
P.O. Box 6000  
Mt. Holly, New Jersey 08060

Dear Mr. Remsa:

In accordance with your request, attached please find two (2) certified copies of Resolution No. 1998 - 118 adopted by Willingboro Township Council at their meeting of August 25, 1998.

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

rl  
Encs.

RESOLUTION NO. - 1998-119

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

WHEREAS, the Annual Report of Audit for the year 1997 has been filed by a Registered Municipal Accountant with the Municipal Clerk, as per the requirements of N.J.S.A. 40A:5-6 and a copy has been received by each member of the governing body; and

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

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

General Comments

Recommendations

and;

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

General Comments, Recommendations.

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

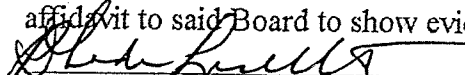
WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the Annual Audit, as per the regulations of the Local Finance Board; and

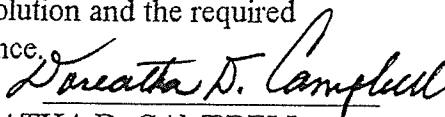
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

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

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, this 25th day of August, 1998, that the Township Council of the Township of Willingboro, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey, dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

  
Rhoda Lichtenstadter, Twp. Clerk

  
DOREATHA D. CAMPBELL,  
MAYOR





RESOLUTION NO. 1998-120

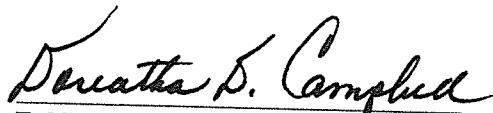
WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 1997; and

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

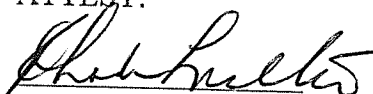
WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 25th day of August, 1998, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 1997 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.

  
DOREATHA D. CAMPBELL  
MAYOR


ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

To  
Council  
for  
Action

**DATE:** August 18, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Audit Report Corrective Action Plan

In response to the 97-1 audit finding, attached are requests for a "Dedicated by Rider" for the sign program and a Chapter 159 for the Green Trust Project. Also attached is the 1997 Corrective Action Plan for all of the audit findings. All three must be filed with the Department of Community Affairs after Council's action.

Please contact me if there are any questions.

C. Rhoda Lichtenstadter

## **CORRECTIVE ACTION PLAN**

**Willingboro Township**

**Burlington County**

**August 5, 1998 1997**

### **Finding No. 97-1**

#### **Condition:**

The Township failed to comply with N.J.S.A. 40A: 4-39 by not obtaining dedicated by rider approval from the Division of Local Government Services for the Green Trust Project and the Township sign program.

#### **Analysis:**

The Green Trust Project was done in conjunction with the NJ Department of Environmental Protection and we thought that we had followed all State regulations.

The intent of the planners of the sign program was that the signs would be purchased directly from the vendor and funds would not funnel through the Township. However, exceptions were made to that plan necessitating the need for the dedicated by rider.

#### **Corrective Action:**

To request approval of a Chapter 159 that will provide an appropriation in the 1998 budget for dept service for the Green Trust Project and to request a resolution for Dedicated by Rider for the sign program. Both items are on the agenda for council consideration at the August 25, 1998 meeting.

### **Finding No. 97- 2**

#### **Condition:**

The Township contracted for secretarial services and computer consulting services, whose costs 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:**

We will make every effort to comply with Local Public Contracts Law as it relates to the use of temporary personal.

### **Finding No.97- 3**

#### **Condition:**

The 1997 tax levy, as recorded in the 1997 extended tax duplicate, was not in agreement with the tax levy posted to the Township's computer record.

#### **Analysis:**

Differences were identified and reconciled after posting the levy to the computer.

#### **Corrective Action:**

Differences will the identified and corrected prior to posting to the computer.

RESOLUTION NO. 1998 -121

A RESOLUTION REQUESTION APPROVAL  
OF  
DEDICATION BY RIDER

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

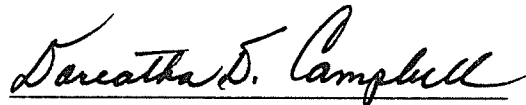
WHEREAS, the Township of Willingboro may accept donations for a specific municipal purpose as specified in the donation; and

WHEREAS, the Township of Willingboro does place signs at various locations throughout the Township; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds to purchase those signs.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 25th day of August, 1998, hereby requests the approval of the Division of Local Government Services to appropriate moneys received in trust for the purchase of signs for payment of expenditures related thereto.

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

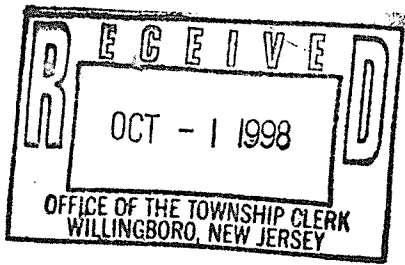


DOREATHA D. CAMPBELL  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk



RECEIVED

AUG 31 11 12 AM '98

LOCAL GOV'T SERVICES

RESOLUTION NO. 1998 -121

A RESOLUTION REQUESTION APPROVAL  
OF  
DEDICATION BY RIDER

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

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

WHEREAS, the Township of Willingboro does place signs at various locations throughout the Township; and

WHEREAS, it is the desire of the governing body to authorize the expenditure of those funds to purchase those signs.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 25th day of August, 1998, hereby requests the approval of the Division of Local Government Services to appropriate moneys received in trust for the purchase of signs for payment of expenditures related thereto.

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

APPROVAL OF NJSA 40A:4-39 RESOLUTION

Rider Donations NJSP 40A:5-29  
Placement of Signs

DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Local Government Services  
Stephen Sasala II, Acting Director

By Christine M. Zuparka 9-28-98  
Duly Appointed Designee Date

ATTEST:

Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON Aug 25, 1998

TOWNSHIP CLERK

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICE

RECEIVED

Pursuant to N.J.S.A. 40A:4-87 I hereby certify that the following resolution has been duly adopted by the Aug 31 11 12 AM '98

governing body of \_\_\_\_\_

Willingboro Township  
Name of Municipality

*Robert J. ...*  
Clerk's Signature

LOCAL GOVT SERVICES

I hereby certify the \_\_\_\_\_ Township of Willingboro \_\_\_\_\_ has realized or is in receipt of written notification of the state of federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 1998 municipal budget.

*Barbara ...*  
Signature, Chief Financial Officer

Resolution Number: 1998 - 122

Date of Adoption: August 25, 1998

Revenue Title: Green Trust Project Amount \$ 62,521.04

Appropriation Title: Debt Service-Green Trust Account Amount \$ 62,521.04

Local Match Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_

APPROVAL OF NJS 40A:4-87 RESOLUTION  
Date DEC 04 1998 Resolution # 1998  
DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Local Government Services  
Stephen Sasala II, Acting Director

FOR DCA USE ONLY  
Municode: 0338  
Doc.No. 017780

RECEIVED  
DEC 14 1998  
OFFICE OF THE TWP CLERK  
WILLINGBORO, NEW JERSEY

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICE

Pursuant to N.J.S.A. 40A:4-87 I hereby certify that the following resolution has been duly adopted by the governing body of Willingboro Township  
Name of Municipality

Clerk's Signature

I hereby certify the Township of Willingboro has realized or is in receipt of written notification of the state of federal monies cited in the following resolution, which meets all statutory requirements

and will be included in the 1998 municipal budget.

Signature, Chief Financial Officer

Resolution Number: 1998 - 122

Date of Adoption: August 25, 1998

Revenue Title: Green Trust Project Amount \$ 62,521.04

Appropriation Title: Debt Service-Green Trust Account Amount \$ 62,521.04

Local Match Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A:4-87

For Beth Gates, Director, Division of Local Government Services

by: \_\_\_\_\_  
Duly Appointed Designee

FOR DCA use only
Municode: _____
Doc. No. _____

# Statement of Your Account



ACCOUNT NO AE PERIOD ENDING

626 056542 250 MAR 31 1998

INCOME & CHARGE SUMMARY

DESCRIPTION	THIS MONTH	YEAR-TO-DATE
DIVIDENDS	.00	.00
INTEREST INCOME	.00	.00
MARGIN INTEREST	.00	.00
ACCRUED BOND INTEREST	.00	.00

002935

WILLINGBORO TOWNSHIP  
ATTN: JOANNE DIGGS  
1 SALEM ROAD  
WILLINGBORO NJ 08046 2853

ACCOUNT VALUATION SUMMARY

TOTAL VALUE OF PRICED INVESTMENTS	346,190.17
TOTAL VALUE OF CUSTODIAL HOLDINGS	562.23
CLOSING CASH BALANCE	.00

YOUR ACCOUNT EXECUTIVE:

FORD/REID  
DEAN WITTER REYNOLDS INC.  
1000 MAIN ST. STE 201 PO BX 1901  
VOORHEES, NJ 08043  
609-489-2400

TOTAL ACCOUNT VALUATION 346,752.40

YOUR INVESTMENTS AS OF MARCH 31 1998

TYPE	LONG OR SHORT	QUANTITY	DESCRIPTION	MONTH END PRICE	MARKET VALUE	EST DIV RATE/ % YIELD	ESTIMATE ANNUAL INCOME
CASH	LONG	16000	FICO SR 10 INT	99.043	15,846.89		
CASH	LONG	15000	FICO SR 10 INT	96.145	14,421.75		
CASH	LONG	16000	FICO SER 1	93.526	14,964.20		
CASH	LONG	15000	FICO GENERIC	91.291	13,693.69		
CASH	LONG	16000	FICO SR 10 INT	87.788	14,046.22		
CASH	LONG	15000	FICO SR 14 INT	85.532	12,829.87		
CASH	LONG	16000	FICO SER 2	82.521	13,203.47		
CASH	LONG	15000	FICO SER 2	80.025	12,003.84		
CASH	LONG	16000	FICO SR 3 INT	77.613	12,418.09		
CASH	LONG	15000	FICO SR 10 INT	75.559	11,333.97		
CASH	LONG	16000	FICO SR 10 INT	72.920	11,667.28		
CASH	LONG	15000	FICO SR 14 INT	71.004	10,650.60		
CASH	LONG	16000	FICO SER 1	68.572	10,971.53		
CASH	LONG	15000	FICO SR 10 INT	66.228	9,934.29		
CASH	LONG	16000	FICO SER E	64.389	10,302.25		
CASH	LONG	15000	FICO SER C	62.072	9,310.90		
CASH	LONG	16000	FICO SER C	60.028	9,604.57		
CASH	LONG	15000	FICO SER C	58.132	8,719.89		
CASH	LONG	16000	FICO SR 3	56.240	8,998.54		
CASH	LONG	15000	FICO SER C	54.527	8,179.17		
CASH	LONG	16000	FICO SER C	52.785	8,445.68		
CASH	LONG	16000	FICO SER E	51.119	8,179.15		
CASH	LONG	15000	FICO SER E	49.525	7,924.00		
CASH	LONG	16000	FICO SER 1	47.689	7,153.35		
CASH	LONG	15000	FICO SER E	46.157	7,385.26		
CASH	LONG	16000	FICO SR 3	44.374	6,656.11		
CASH	LONG	15000	FICO SER E	43.188	6,910.11		
CASH	LONG	16000	FICO SER C	41.647	6,247.15		
CASH	LONG	15000	FICO SER C	40.137	6,421.93		
CASH	LONG	16000	FICO SER E	39.004	5,850.67		
CASH	LONG	15000	FICO SER C	37.466	5,994.64		
CASH	LONG	16000	FICO SR E	36.401	5,824.19		
CASH	LONG	15000	FICO SR 14 INT	35.185	5,629.63		
CASH	LONG	16000	FICO SER E	34.061	5,109.18		
CASH	LONG	15000	FICO SR 2 INT	32.834	5,253.48		
CASH	LONG	16000	FICO SER 1	31.759	4,763.92		
CASH	LONG	15000	FICO SR 2 INT	30.582	4,893.21		
CASH	LONG	16000	FICO SER 1	29.650	4,447.50		

TOTAL VALUE OF PRICED INVESTMENTS..... 346,190.17



1998 Payments from County.

304117

OFFICE OF THE TREASURER  
COUNTY OF BURLINGTON, 49 RANOCAS ROAD, MOUNT HOLLY, NJ 08060

No. 304117

ACCOUNT NUMBER	P.O. NO.	CONTROL NUMBER	DESCRIPTION	NET AMOUNT
44-5007-100700	D70184	002354	1/28/98 PAYMENT FOR INSTALLATION PURCHASE AGREEMENT-OLYMPIA LAKES	15701.25

DEPOSIT TICKET

CASH

NAME \_\_\_\_\_

DATE 7/28 19 98  
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

55-208-312 285

15701	25

\$ 15701 25 5701.25

**SUMMIT BANK**  
1107 Sunset Road  
Burlington Township, NJ 08016 285

⑆5001⑆0208⑆ 4285⑆01206 6⑆ 0006

© DELUXE MID 110 (CPT) MAX  
CHECKS AND OTHER ITEMS ARE REFERRED FOR DEPOSIT SUBJECT TO THE PROVISIONS  
OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

312483

OFFICE OF THE TREASURER  
COUNTY OF BURLINGTON, 49 RANOCAS ROAD, MOUNT HOLLY, NJ 08060

No. 312483

ACCOUNT NUMBER	P.O. NO.	CONTROL NUMBER	DESCRIPTION	NET AMOUNT
44-5007-100700	D74495	012174	7/28/98 PAYMENT FOR INSTALLMENT PURCHASE AGREEMENT-OLYMPIA LAKES	15701.2

DEPOSIT TICKET

CASH

NAME Project Green trust

DATE Mar 4 19 98  
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

55-208-312 285

15701	25

\$ 15701 25 5701.2

**SUMMIT BANK**  
1107 Sunset Road  
Burlington Township, NJ 08016 285

⑆5001⑆0208⑆ 4285⑆01206 6⑆ 0006

© DELUXE MID 110 (CPT) MAX  
CHECKS AND OTHER ITEMS ARE REFERRED FOR DEPOSIT SUBJECT TO THE PROVISIONS  
OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.



# TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

COUNCIL MEMBERS  
*James E. Ayer*  
*Doreatha D. Campbell*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

August 27, 1998

Beth Gates, Director  
Division of Local Government Services  
Department of Community Affairs  
CN 803  
Trenton, New Jersey 08625

Dear Director Gates:

Enclosed please find a copy of a Chapter 159 resolution, Resolution No. 122-1998, adopted by Willingboro Township Council at their meeting of August 25, 1998.

Also please find enclosed two certified (2) copies of Resolution No. 1998 -121 requesting approval of a dedication by rider.

If you have any questions, please let me know.

Sincerely,



Rhoda Lichtenstadter, RMC

Township Clerk

enc.

RESOLUTION NO. 1998 - 123

A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR MOUNT CONSTRUCTION for WATER CHILLER  
REPLACEMENT PROJECT.

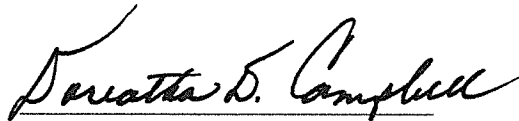
WHEREAS, Willingboro Township Council, by Resolution No. 1998 - 24 a contract was awarded to Stockton Mechanical Contractors in the amount of \$140,280; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as built quantities, by adding the Supplemental items of Environmentally safe antifreeze in the water chilling system and the installation of automatic air vents, at 1.8% or \$2,520.65 per the engineer's letter dated August 5, 1998; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of August, 1998, as follows:

1. The change order #1 adjusts the contract to as-built quantities by adding the Supplemental items of Environmentally safe antifreeze in the water chilling system and the installation of automatic air vents.
2. Change Order No. 1 adjusts the contract to as-built quantities, which increases the original contract by 1.8%.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.



DOREATHA D. CAMPBELL  
MAYOR

ATTEST;



Rhoda Lichtenstadter, RMC


CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

VENDOR 48740

Stockton Mechanical Contractors  
Change order #1 (Water Chiller Project)-

The money necessary to fund said contract is in the amount of \$ 2,520,165 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0545-1B. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor



More than a Civil Engineering Firm

*To Council for Action*

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

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

August 5, 1998

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

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

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

**Re: Change Order no. 1**  
**Water Chiller Replacement Project**  
**Willingboro Township Municipal Building**  
**LAWB file no. 97-39-18**

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

**Dear Mr. Bonaparte:**

Harry S. Dirkin  
Mark E. Malinowski, PE  
Ashvin G. Patel, PE  
Scott D. Taylor, CLA & PP

Enclosed please find three partially executed copies of Change Order no. 1 for the Water Chiller Replacement Project at the Willingboro Township Municipal Building. Stockton Mechanical Contractors has finished all work on this project, and Council's approval of this Change Order will be necessary before final payment can be made.

Jordan L. Lenher, LS  
Theresa C. McGettigan, CLP  
Edwin R. Ruble, LS  
Arbachan Sethi, PE  
Fred L. Wright, PE & PP  
Gary Zube, LS

Change Order no. 1 adjusts the contract to as-built quantities by adding the Supplemental items of Environmentally safe antifreeze in the water chilling system, and the installation of automatic air vents. The overall increase in the contract is 1.8%, or \$2,520.65. We would appreciate this Change Order being placed on the earliest possible agenda.

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

Very truly yours,

**LORD, ANDERSON, WORRELL, & BARNETT, INC.**

**Carl A. Turner, PE**  
**Willingboro Township Engineer**

Consultant  
Kenneth Anderson, PE & LS, PP

**Enclosures**

**Cc: Harry McFarland, Director of Public Works & Recreation**  
**Rhoda Lichtenstadter, Township Clerk**

Usr\carl\aug\nortonchillerCO1 (98)



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

Contractor Stockton Mechanical Contractors, Inc.  
Address 700 Burton Avenue  
Northfield, NJ 08255

Change 1

Date July 8, 1998

Project No. Water Chiller Replacement Project  
Willingboro Township Municipal Complex  
LAWB file no. 97-39-18

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 Supplemental items associated with the venting and charging of the new water chiller installed at the Municipal Building.*

**SUPPLEMENTAL**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3s.	Install environmentally safe antifreeze in the chilled water system, including labor, pick up/delivery, profit and overhead	1	LS	\$1,893.00	\$1,893.00
4s.	Install automatic air vents	1	LS	627.65	<u>627.65</u>
					\$2,520.65

Amount of Original Contract.....	<u>\$140,280.00</u>
Amount of Contract Due to Previous Change Orders.....	<u>\$140,280.00</u>
Supplemental.....	<u>\$2,520.65</u>
Extra.....	_____
Reduction.....	_____
Adjusted Contract Amount.....	<u>\$142,800.65</u>
Change in Contract.....	<u>+1.8%</u>

Carl A. Turner  
Engineer Carl A. Turner, PE  
Willingboro Township  
Municipality  
Debra D. Campbell  
Mayor  
Stockton Mechanical  
Contractor  
He Stockton  
By  
President  
Title  
Date 7/10/98



# TOWNSHIP OF WILLINGBORO

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

August 27, 1998

Carl A. Turner, PE  
Lord, Anderson, Worrell & Barnett, Inc.  
651 High Street  
Burlington, New Jersey 08016

Dear Mr. Turner:

Enclosed are copies of Resolutions Nos. 123 and 124-1998 adopted by Willingboro Township Council at their meeting of August 5, 1998 for the Change Orders listed below:

1. Mount Construction for Water Chiller Replacement Project

and

2. PMK Group for Underground Storage Tank Closures

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosures

/eb

RESOLUTION NO. 1998 - 124

A RESOLUTION AUTHORIZING A CHANGE  
ORDER FOR PMK GROUP FOR UNDERGROUND  
STORAGE TANK CLOSURES.

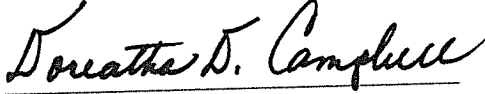
WHEREAS, Willingboro Township Council, by Resolution No. 1998 - 82,  
awarded a contract to PMK GROUP in the amount of \$23,301.00; and

WHEREAS, the Engineer has submitted a change order to adjust the contract for  
an increase of 0.6% to include in-site soil density testing, per the engineer's letter dated  
August 6, 1998; and

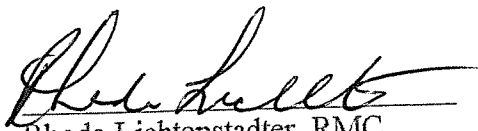
WHEREAS, the Rules of the Local Finance Board require such change order to be  
approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 25th day of August, 1998, as  
follows:

1. The Change Order adjusts the contract for an increase to include in soil density testing.
2. Change Order No. 1 adjusts the contract to an increase of 0.6% or \$1,500.00.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

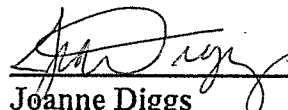


CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Pmk. Group. Underground Storage Tanks

The money necessary to fund said contract is in the amount of \$ 1,500.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0297 <sup>PUBLIC</sup> ~~52~~. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor



*To  
Council  
Action*

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

More than a Civil Engineering Firm

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

August 6, 1998

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

**Re: Change Order no. 1**  
Underground Storage Tank Closures  
Willingboro Township  
LAWB file no. 97-39-17

Dear Mr. Bonaparte:

Enclosed please find three (3) copies of Change Order no. 1 for the referenced project. Change Order no. One increases the contract with PMK Group by \$1,500.00, or 0.6%, to include in-situ soil density testing. We would recommend approving this change, as it is important that testing be accomplished on the existing soil compaction conditions so that, when the tanks are removed, we can monitor compaction of the backfill material to assure that the Contractor complies with the backfill requirements noted in the specifications.

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

Very truly yours,

**LORD, ANDERSON, WORRELL, & BARNETT, INC.**

Carl A. Turner, PE  
Willingboro Township Engineer

Enclosures

CAT: CJB: cjb

Usr\carl\aug\pmkchange06 (98)



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

Change Order 1

Date July 8, 1998

Project No. Underground Storage Tank System Closures,

Disposal, Worksite Restoration and Temporary

Above Ground Temporary Storage Tank Installation

LAWB file no. 97-39-17

Contract PMK Group

Address 57 South Maple Avenue

Marlton, NJ 08053

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 the addition on in-situ soil density testing*

**SUPPLEMENTAL**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1S.	In-situ soil density testing	3	Units	\$500.00	\$1,500.00

Amount of Original Contract..... \$23,301.00

Amount of Contract Due  
to Previous Change Orders..... \$23,301.00

Supplemental..... \$1,500.00

Extra..... \_\_\_\_\_

Reduction..... \_\_\_\_\_

Adjusted Contract Amount..... \$24,801.00

Change in Contract..... +0.6%

*Carl A. Turner*  
 \_\_\_\_\_  
 Engineer Carl A. Turner, PE

Willingboro Township  
 \_\_\_\_\_  
 Municipality

*Doreatha D. Campbell*  
 \_\_\_\_\_  
 Mayor  
 PMK Group

Contractor  
*Eugene E. Brandt*  
 \_\_\_\_\_  
 By  
*Branch manager* 07/09/98  
 \_\_\_\_\_  
 Title Date



# TOWNSHIP OF WILLINGBORO

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

August 27, 1998

Carl A. Turner, PE  
Lord, Anderson, Worrell & Barnett, Inc.  
651 High Street  
Burlington, New Jersey 08016

Dear Mr. Turner:

Enclosed are copies of Resolutions Nos. 123 and 124-1998 adopted by Willingboro Township Council at their meeting of August 5, 1998 for the Change Orders listed below:

1. Mount Construction for Water Chiller Replacement Project

and

2. PMK Group for Underground Storage Tank Closures

Sincerely,

Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosures

/eb

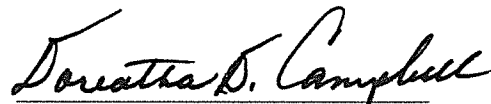
RESOLUTION NO. 1998 - 125

A RESOLUTION REQUESTING RETURN OF PERFORMANCE  
BOND BY SUNOCO.

WHEREAS, at the request of the applicant, SUNOCO and by notification of Carl Turner, Township Engineer, dated August 20, 1998, that all maintenance items have been repaired and inspected and all requirements of the approved Planning Board resolution have been met for the required time period;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of August 1998, that the maintenance Bond/Surety Bond No. 14-37-13 be returned to the applicant.

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



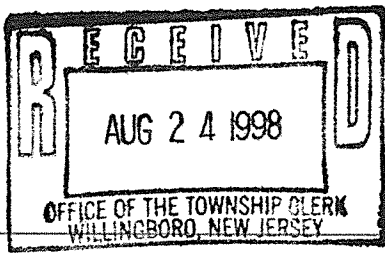
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:



---

Rhoda Lichtenstadter, RMC  
Township Clerk



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

More than a Civil Engineering Firm

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

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

August 20, 1998

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

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

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

Attn: Ms. Rhoda Lichtenstadter, Township Clerk

RE: Sunoco Station  
JFK & Beverly Rancocas Road  
Maintenance Bond Release  
Surety Bond No. 14-37-13  
American Home Insurance Company  
LAWB File No. 94-39-84

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

Dear Mr. Lichtenstadter:

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 for Council to release the Maintenance Bond.

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

Carl A. Turner, P.E.  
Township Engineer

Consultant  
Kenneth Anderson, PE & LS, PP

CT:wm

cc: Norton Bonaparte, Jr.  
Bruce Hanson

CARLAUGASUNOCO-SB.DOC(98)

RESOLUTION NO. 1998 - 126

A RESOLUTION REQUESTING RETURN OF  
PERFORMANCE BOND BY M & W ASSOCIATES.


WHEREAS, at the request of the applicant, M & W ASSOC. and by notification of Carl Turner, Township Engineer, dated August 21, 1998, that the above referenced site has been maintained for the required period of time in accordance with the approved resolution granting site plan approval;

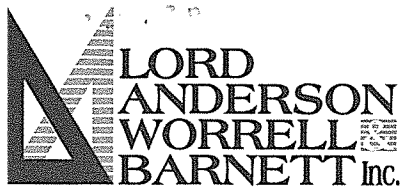
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of August, 1998, that the Maintenance Guarantee/Bond be returned to the applicant.

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

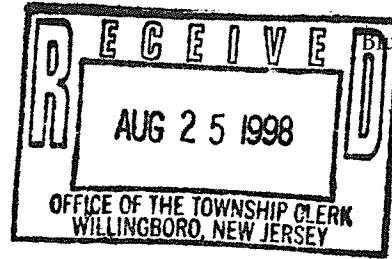
  
Rhoda Lichtenstadter, RMC  
Township Clerk



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

More than a Civil Engineering Firm

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



August 21, 1998

Robert W. Lord, PE & LS, PP

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

Thomas J. Miller, PE & PP

Efrey S. Richter, PE & PP

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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Harry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Carl A. Turner, PE

Kevin J. Webb, PE

Attn: Ms. Rhoda Lichtenstadter, Township Clerk

RE: M & W Associates  
Willingboro Township  
Block 13, Lot 18  
Maintenance Guaranteed Release  
LAWB File No. 88-39-91

Dear Mr. Lichtenstadter:

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 for Council to release the Maintenance Bond.

Yours very truly,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, P.E.  
Township Engineer

CT:km

cc: Norton Bonaparte, Jr.  
John Wendler, M & W Associates

CARLAUGM&WASSOC.DOC(98)



RESOLUTION NO. 1998 - 127

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

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

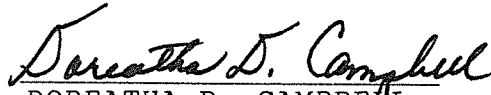
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Aug. 25, 1998, that an Executive Session closed to the public shall be held on Aug. 25, 1998, at 10:15 am & 11:50 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.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 128

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO PROVIDING FOR THE  
APPOINTMENT OF A SPECIAL COUNSEL AND  
AUTHORIZING THE EXECUTION OF A PROFESSIONAL  
SERVICES AGREEMENT.

WHEREAS, the Township Council of the Township of Willingboro requires the services of an Attorney at Law to serve as Special Counsel with regard to certain matters relating to personnel; and


WHEREAS, Denis C. Germano, Esquire, is an Attorney at Law of the State of New Jersey and is qualified to serve as the Special Counsel to the Township of Willingboro; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of August, 1998, that Denis C. Germano, Esq. an Attorney at Law of the State of New Jersey, be and hereby is appointed as Special Counsel for the Township of Willingboro; and


BE IT FURTHER RESOLVED, that the Mayor and Clerk of the Township of Willingboro are authorized to execute the Professional Services Agreement with Denis C. Germano, Esq.; and

BE IT FURTHER RESOLVED, that notice of this appointment and Professional Services Agreement shall be published once as required by law; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to the Township Manager, Treasurer, Director of Public Safety and Solicitor of the Township of Willingboro and to Denis C. German, Esq. for their information and attention.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE

TOWNSHIP OF WILLINGBORO

and

DENIS C. GERMANO

WHEREAS, the Township Council requires the services of an Attorney-at-Law to serve as Special Counsel with regard to certain personnel matters and disciplinary proceedings, with offices located in Burlington, New Jersey, and is hereafter identified as the Attorney; and

WHEREAS, Denis C. Germano is a qualified to serve as special counsel to the Township of Willingboro,

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Denis C. Germano, Esq., an Attorney-at-Law of the State of New Jersey as follows:

I. **Appointment.** Denis C. Germano is hereby appointed and retained as Special Counsel for the Township of Willingboro for certain personnel matters and disciplinary proceedings.

II. **Service.** During the term of this Agreement, the Attorney agrees to serve as special counsel and to prosecute such disciplinary proceedings as may be assigned to him.

III. **Compensation.**

1. During the term of this Agreement, the Attorney shall be compensated at the rate of \$100.00 per hour for services rendered.
2. The fees specified herein do not include expenses which shall be subject to reimbursement on the basis set forth below:

Photocopies	\$ .25 per copy
Other expenses	Actual Cost

Prof Serv. Agreement cont'd.

3. Billings shall be submitted to the Township monthly with the required vouchr. Copies of all billings shall be submitted to the Township Solicitor for review and approval as to reasonableness.

**IV. Equal Opportunity.**

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

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

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

contract cont'd.

qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

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

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

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

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

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

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

contract cont'd.

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

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

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

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

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

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

In Witness Whereof, this Agreement has been executed on this 25th day of August, 1998 for the purposes and the term specified herein.

Township of Willingboro

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Denis C. Germano



# TOWNSHIP OF WILLINGBORO

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

COUNCIL MEMBERS

*James E. Ayer*  
*Doreatha D. Campbell*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

August 27, 1998

Denis C. German, Esq.  
Hulse & Germano  
406 High Street  
Burlington, New Jersey 08016


Dear Mr. Germano:

Enclosed please find a copy of Resolution No. 1998 - 128 adopted by Willingboro Township Council on August 25, 1998, appointing you as Special Counsel for the Township.

Also, please find enclosed an original and two copies of a Professional Services Agreement. Please sign and return all three copies and a fully executed one will be returned to you for your records.

If you have any questions, please let me know.

Sincerely,

  
Rhoda Lichtenstader, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE

TOWNSHIP OF WILLINGBORO

and

DENIS C. GERMANO

WHEREAS, the Township Council requires the services of an Attorney-at-Law to serve as Special Counsel with regard to certain personnel matters and disciplinary proceedings, with offices located in Burlington, New Jersey, and is hereafter identified as the Attorney; and

WHEREAS, Denis C. Germano is a qualified to serve as special counsel to the Township of Willingboro,

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Denis C. Germano, Esq., an Attorney-at-Law of the State of New Jersey as follows:

I. **Appointment.** Denis C. Germano is hereby appointed and retained as Special Counsel for the Township of Willingboro for certain personnel matters and disciplinary proceedings.

II. **Service.** During the term of this Agreement, the Attorney agrees to serve as special counsel and to prosecute such disciplinary proceedings as may be assigned to him.

III. **Compensation.**

1. During the term of this Agreement, the Attorney shall be compensated at the rate of \$100.00 per hour for services rendered.
2. The fees specified herein do not include expenses which shall be subject to reimbursement on the basis set forth below:

Photocopies	\$ .25 per copy
Other expenses	Actual Cost



Prof Serv. Agreement cont'd.

3. Billings shall be submitted to the Township monthly with the required voucher. Copies of all billings shall be submitted to the Township Solicitor for review and approval as to reasonableness.

#### IV. Equal Opportunity.

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

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

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

contract cont'd.

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

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

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

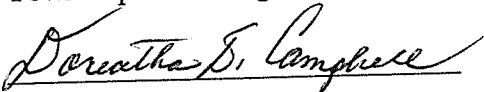
VII. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

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

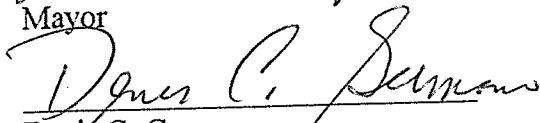
XI. Amendments. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.


In Witness Whereof, this Agreement has been executed on this 25th day of August, 1998 for the purposes and the term specified herein.

Township of Willingboro

  
Doratha E. Campbell

Mayor

  
Denis C. Germano

  
Robert L. Lelli

Clerk

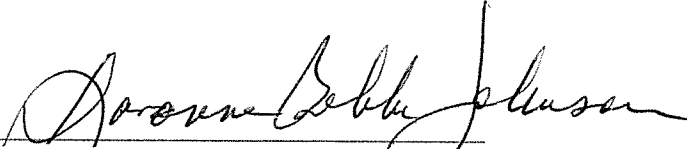
RESOLUTION NO. 1998-129  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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 1st day of September, 1998, 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 Bebler Johnson**  
**Deputy Mayor**

ATTEST:

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

NORWEST MTG. INC. PO BOX 4157 FREDERICK, MD. 21705-9951 BLOCK 523 LOT 69 53 MESSENGER LANE OVERPAYMENT TAXES	571.37
DAIS, CHARINE & DAVIS, RONALD 559 NORTH STANWICK ROAD MOORESTOWN, N.J. 08057 BLOCK 8 LOT 5.02 PINE STREET OVERPAYMENT TAXES	355.05
LARK, BERTINA 71 SOUTHAMPTON DRIVE BLOCK 113 LOT 15 71 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	20.21
BROWN, DIONNE A. 50 ROCKLAND DRIVE BLOCK 901 LOT 40 50 ROCKLAND DRIVE OVERPAYMENT TAXES	63.20
NORWEST MTG. INC. PO BOX 6850 SPRINGFIELD, OH 45501-6850 BLOCK 112 LOT 9 7 SNOWDEN LANE OVERPAYMENT TAXES	495.95
NORWEST MTG., INC. PO BOX 4157 FREDERICK, MD. 21705-9951 BLOCK 1114 LOT 1 4 TROY LANE OVERPAYMENT TAXES	352.84
ARC OF BURLINGTON COUNTY 1 UNDERWOOD COURT UNIT 2 DELRAN, N.J. 08075 BLOCK 727 LOT 31 28 GRAYSON CIRCLE 100% EXEMPT	1403.76
ARC OF BURLINGTON COUNTY 1 UNDERWOOD COURT UNIT 2 DELRAN, N.J. 08075 BLOCK 412 LOT 29 82 CRESTVIEW DRIVE 100% EXEMPT	1903.83

TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15TH FLR. UNIONDALE, NY 11556-0172 BLOCK 411 LOT 13      50.00 34 CLEARWATER DRIVE BLOCK 412 LOT 40      172.52 36 CRESTVIEW DRIVE BLOCK 412 LOT 10      890.73 1 CROSSWICK PLACE BLOCK 414 LOT 4      86.44 161 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1199.69
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15TH FLR UNIONDALE, NY 11556-0172 BLOCK 1009 LOT 63 6 NORWICK LANE OVERPAYMENT TAXES	15.99
FLEET MTG. GROUP PO BOX 100570 FLORENCE, S.C. 29501-9994 BLOCK 118 LOT 2 6 STRETTON CIRCLE OVERPAYMENT TAXES	49.75
CITICORP MTG. INC. PO BOX 790015 ST. LOUIS, MO. 63179-9961 BLOCK 805 LOT 103 150 EAST RIVER DRIVE OVERPAYMENT TAXES	552.00
PRINGLE, THOMAS & INA 101 GLENVIEW LANE BLOCK 731 LOT 28 101 GLENVIEW LANE OVERPAYMENT TAXES	60.16
SURETY TITLE CORP. 3 GREENTREE CENTRE SUITE 201 MARLTON, N.J. 08053 BLOCK 405 LOT 4 16 WELDON LANE OVERPAYMENT TAXES	25.08

ARC OF BURLINGTON COUNTY  
1 UNDERWOOD COURT UNIT 2  
DELRAN, N.J. 08075  
BLOCK 833 LOT 4  
275 EVERGREEN DRIVE  
100% EXEMPT

1517.28

**TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 1998-130**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO CANCELLING CERTAIN  
PROPERTY MAINTENANCE LIENS**

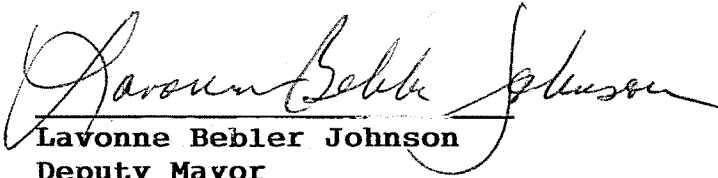
**Whereas**, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro, and

**Whereas**, the certain property maintenance liens in the amount of \$620.13 were certified by the Township Council in April, 1998 with respect to the property located at 19 Marchmont Lane and identified as Block 513, Lot 7, and

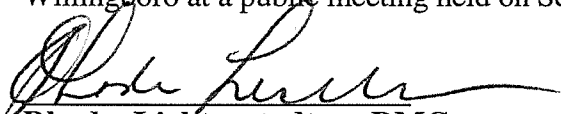
**Whereas**, it appears that the certification of the lien by the Township Council took place on a date after the property ownership was transferred on March 19, 1998, and that the new owner of the property, therefore, had no notice of the lien and no personal responsibility for the condition of the property which led to the maintenance work being performed by the Township,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session on September 1, 1998, that the Property Maintenance Lien in the amount of \$620.13 on Block 513 Lot 7 be and hereby is cancelled, and

**Be It Further Resolved** that certified copies of this Resolution shall be provided to the Chief Financial Officer of the Township of Willingboro for her information and attention.

  
**Lavonne Bebler Johnson**  
**Deputy Mayor**

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Township Council of the Township of Willingboro at a public meeting held on September 1, 1998.

  
**Rhoda Lichtenstadter, RMC**  
Township Clerk



# TOWNSHIP OF WILLINGBORO

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

#130!

COUNCIL MEMBERS

*James E. Ayer*  
*Doreatha D. Campbell*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

August 26, 1998

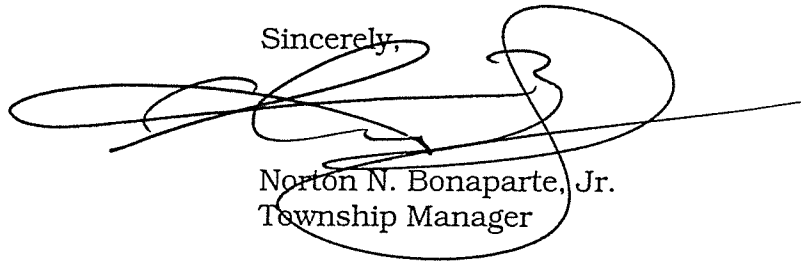
Stacie Jones  
Delaware Valley Abstract Corp.  
110 Marter Avenue, Suite 211  
Moorestown, New Jersey 08057

RE: Block 513 - Lot 7  
19 Marchmont Lane

Dear Ms. Jones:

The Township Council at its August 25th meeting discussed the above referenced property. The Council has decided to grant your request to waive payment of the lien by your organization or the new owners. A resolution to that affect is being prepared for Council action at its September 1<sup>st</sup> meeting.

Sincerely,



Norton N. Bonaparte, Jr.  
Township Manager

NNB:cs  
c: Township Clerk Lichtenstadter



RESOLUTION NO. 1998 - 131

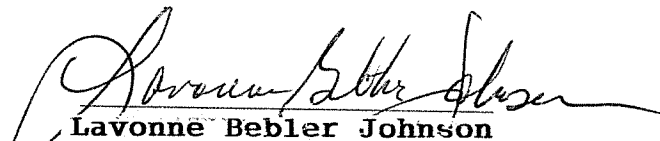
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THEODORE & JUDITH EVANS FOR CLINICAL COUNSELING SERVICES.

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 1st day of September, 1998, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theodore E. Evans and Judith Evans, in an amount not to exceed \$75,000; and
2. This contract is awarded without competitive bidding as professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
**Lavonne Bebler Johnson**  
Deputy 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

COUNCIL MEMBERS

*James E. Ayer*  
*Doreatha D. Campbell*  
*Lavonne B. Johnson*  
*Jeffrey E. Ramsey*  
*Paul L. Stephenson*

TOWNSHIP MANAGER  
*Norton N. Bonaparte, Jr.*

September 2, 1998

Theodore & Judith Evans  
68 East River Drive  
Willingboro, New Jersey 08046

Dear Mr. & Mrs. Evans:

Enclosed are three original Professional Services Agreements. We will need both of your signatures on each. When completed, please return all three agreements to the Township Clerk's Office as soon as possible and we will send you a fully executed copy. Also enclosed is a copy of Resolution No. 1998-131. Thank you.

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosures

/eb

# PROFESSIONAL SERVICES AGREEMENT

between the

**TOWNSHIP OF WILLINGBORO**

and

**THEODORE E. EVANS and JUDITH EVANS**

THIS AGREEMENT is made this 1st day of September, 1998, to be effective for the term July 1, 1998 through June 30, 1999, 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, 1998, and ending on June 30, 1999. 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, 1998 to June 30, 1999]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

## **XIV. EQUAL OPPORTUNITY CLAUSE**

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

## **XV. INDEMNIFICATION AND HOLD HARMLESS**

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

successor companies.

**XVI. INDEPENDENT CONTRACTOR STATUS**

The Consultant shall at all times be deemed an independent contractor except as to the two individuals designated by the Consultant to be carried on the Township payroll for salary and pension purposes. All employees of the Consultant shall be exclusively employees of the consultant shall not be 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**

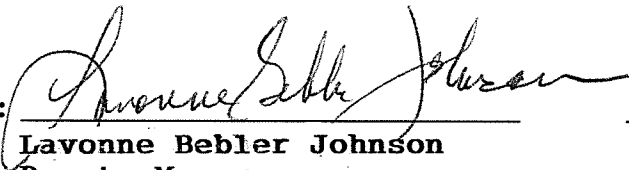
**Township of Willingboro:**

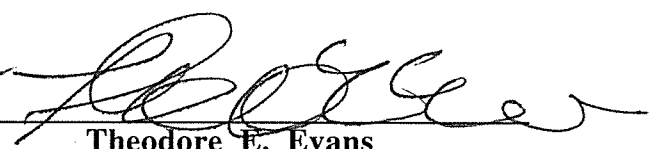
Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

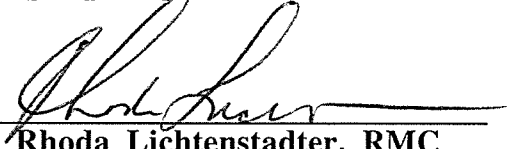
**XIX. SIGNATURES**

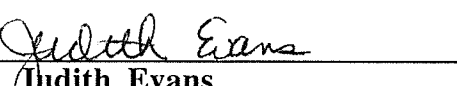
By these signatures, the parties agree to all the terms, conditions and provisions of this Agreement.

**Township of Willingboro**

BY:   
**Lavonne Bebler Johnson  
Deputy Mayor**

  
**Theodore E. Evans  
Consultant**

BY:   
**Rhoda Lichtenstadter, RMC  
Township Clerk**

  
**Judith Evans  
Consultant**

RESOLUTION NO. 1998-132

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.

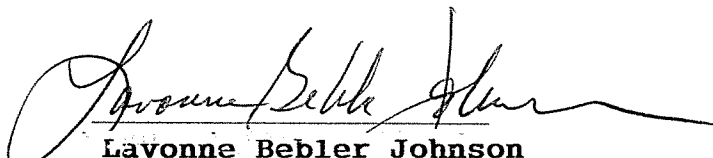
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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

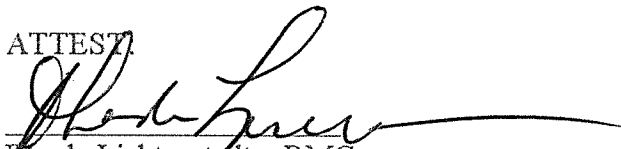
WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

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 1st day of September, 1998 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  
Deputy Mayor

ATTEST:

  
Khoda Lichtenstadter, RMC  
Township Clerk



\*\*\*\*\*  
**INTEROFFICE MEMORANDUM**  
 \*\*\*\*\*

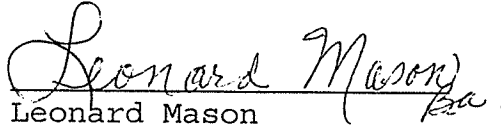
MEMO TO: Norton N. Bonaparte, Township Manager  
 Rhoda Lichtenstadter  
 FROM: Leonard Mason  
 DATE: September 1, 1998  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$10,700.00 for the time period of August 4, 1998 thru September 1, 1998.

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

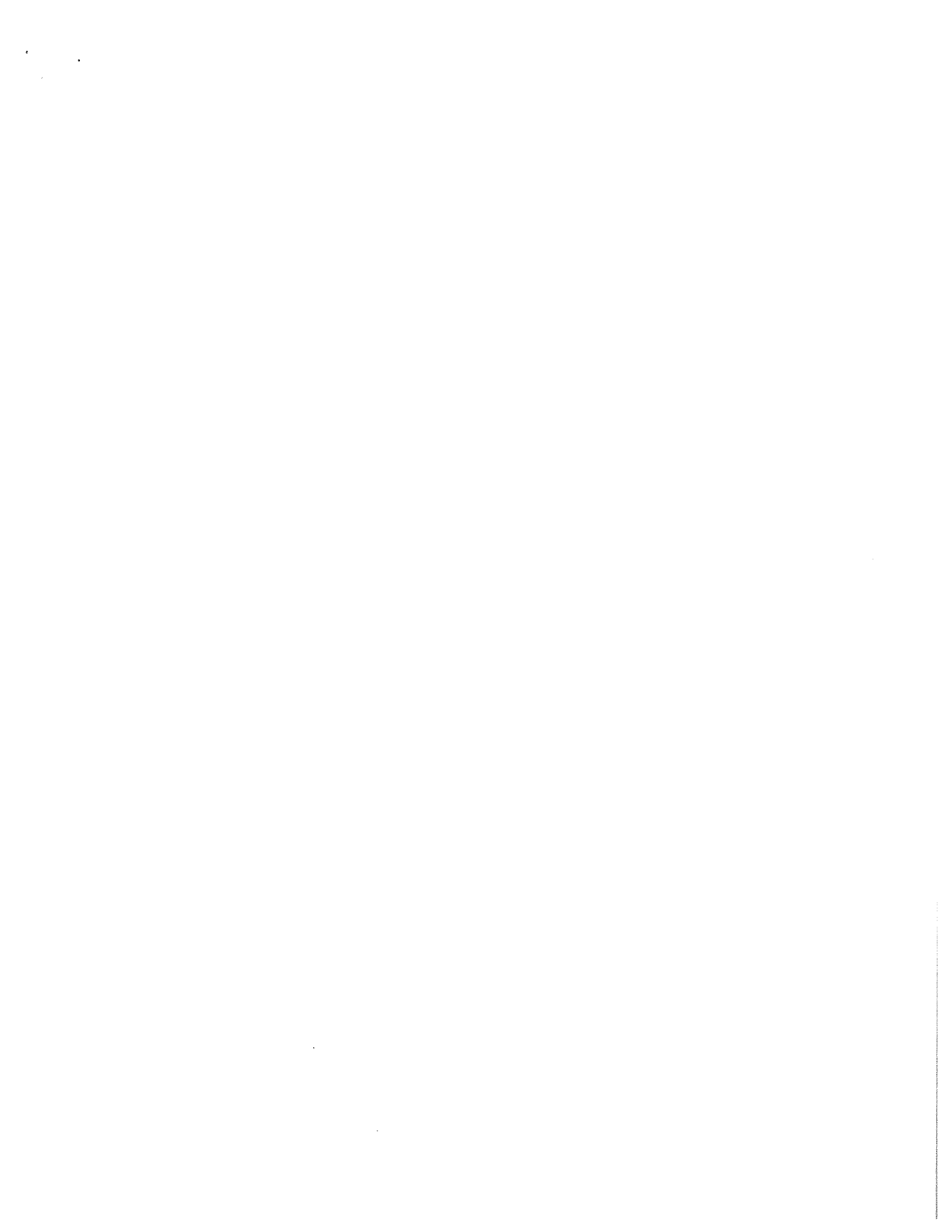
<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
<u>LAWN &amp; LANDSCAPING</u>			
See attached list:			
120 properties @\$ 40.00		\$4800.00	
2 properties @\$125.00		\$ 250.00	
1 property @\$ 80.00		\$ 80.00	
1 property @\$ 90.00		\$ 90.00	
1 property @\$110.00		\$ 110.00	
*****			
9 Norwood	1010-3	\$ 125.00	Remove T&D
63 Brooklawn	204-24	\$ 890.00	Rem decayed overhang & fallen roof o'hang; repl & paint soff & fasc
55 Beaverdale	226-18	\$ 820.00	Emer board up
28 Blueberry	206-8	\$ 695.00	Bd 1st flr windows; rem t&d
58 Barrington	242-18	\$ 815.00	Sec property
9 Radcliffe	903-9	\$ 295.00	Bd & Sec property
47 Harwick	642-2	\$ 790.00	Rem debris;padlock frt dr;sec rear shed
24 So Sunset	136-14	\$ 860.00	Rem debris;sec rear shed
30 Hollis	638-5	\$ 80.00	Rem debris
	TOTAL	\$10700.00	

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



GREEN THUMB				
Jul-98				
Babbitt 33	207-31	7/7/98		\$ 40.00
Balfour 27	215-9	7/7/98		\$ 40.00
Balfour 50	214-8	7/7/98		\$ 40.00
Ballad 7	236-35	7/7/98		\$ 40.00
Beaverdale 55	226-18	7/7/98		\$ 40.00
Beaverdale 73	226-23	7/2/98		\$ 40.00
Belhurst 29	201-10	7/7/98		\$ 40.00
Belmont 54	241-18	7/7/98		\$ 40.00
Belmont 60	241-20	7/7/98		\$ 40.00
		7/30/98		\$ 40.00
Belmont 70	241-23	7/30/98		\$ 40.00
Bendix 31	224-24	7/30/98		\$ 40.00
Bendix 42	223-12	7/5/98		\$ 40.00
		7/30/98		\$ 40.00
Berkshire 31	241-41	7/5/98		\$ 40.00
Berkshire 60	239-19	7/5/98		\$ 40.00
		7/30/98		\$ 40.00
Bermuda 24	211-9	7/5/98		\$ 40.00
		7/30/98		\$ 40.00
Birdseye 11	217-22	7/5/98		\$ 40.00
Birdseye 14	218-5	7/5/98		\$ 40.00
		7/30/98		\$ 40.00
Bloomfield 45	209-17	7/5/98		\$ 40.00
Bloomfield 54	208-16	7/5/98		\$ 40.00
Bloomfield 65	209-23	7/5/98		\$ 40.00
Blueberry 28	206-8	7/5/98		\$ 40.00
Bolton 72	213-22	7/5/98		\$ 40.00
Bonnie 24	228-8	7/3/98		\$ 40.00
		7/30/98		\$ 40.00
Bonnie 38	228-12	7/30/98		\$ 40.00
Botany 11	237-14	7/2/98		\$ 40.00
Botany 29	237-10	7/2/98		\$ 40.00
		7/30/98		\$ 40.00
Brooklawn 5	201-2	7/2/98		\$ 40.00
		7/26/98		\$ 40.00
Brooklawn 63	204-24	7/7/98		\$ 40.00
		7/30/98		\$ 40.00
Buckingham 23	224-1	7/30/98		\$ 40.00
Bucknell 12	222-13	7/30/98		\$ 40.00
Bucknell 15	223-34	7/30/98		\$ 40.00
Bucknell 22	222-10	7/6/98		\$ 40.00
Buttercup 30	207-8	7/7/98		\$ 40.00
Buttonbush 34	221-9	7/7/98		\$ 40.00
		7/30/98		\$ 40.00
East 28	806-9	7/23/98	gr	\$ 110.00
		7/22/98	rem logs	\$ 40.00

Sheet4

Eddington 45	814-20	7/9/98	gr	\$ 40.00
		7/11/98	trim hedg	\$ 125.00
Eden Rock 1	843-10	7/28/98		\$ 40.00
Elderberry 34	837-47	7/6/98		\$ 40.00
Elderberry 48	837-43	7/6/98		\$ 40.00
Elderberry 81	838-10	7/6/98		\$ 40.00
Elridge 16	807-33	7/22/98		\$ 40.00
Ember 48	833-75	7/6/98		\$ 40.00
Enfield 52	811-30	7/9/98		\$ 40.00
Excell 21	840-29	7/6/98		\$ 40.00
Executive 85	835-12	7/6/98		\$ 40.00
Gabriel 97	707-4	7/1/98		\$ 40.00
Galaxy 28	732-8	7/21/98		\$ 40.00
Galloway 8	731-31	7/1/98		\$ 40.00
Gardenbrook 82	707-13	7/1/98		\$ 40.00
Garnet 8	712-3	7/1/98		\$ 40.00
General 33	705-24	7/1/98		\$ 40.00
Glenview 43	720-15	7/1/98		\$ 40.00
Granby 42	407-31	7/1/98		\$ 40.00
Gunner 5	725-6	7/1/98		\$ 40.00
Hadley 59	602-11	7/1/98		\$ 40.00
		7/28/98		\$ 40.00
Hall 6	603-14	7/1/98		\$ 40.00
		7/28/98		\$ 40.00
Hampshire 52	606-14	7/2/98		\$ 40.00
Hanover 3	636-23	7/28/98		\$ 40.00
Hastings 12	623-5	7/1/98		\$ 40.00
Heath 20	620-5	7/1/98		\$ 40.00
Heath 36	620-10	7/1/98		\$ 40.00
Henderson 2	621-1	7/1/98		\$ 40.00
Hillcrest 58	625-11	7/1/98		\$ 40.00
Hinsdale 82	624-23	7/1/98		\$ 40.00
Holmes 21	638-18	7/1/98		\$ 40.00
Hopewell 29	614-22	7/2/98		\$ 40.00
Meadowlark 36	504-12	7/3/98		\$ 40.00
Medley 20	521-7	7/6/98		\$ 40.00
Medley 24	521-8	7/6/98		\$ 40.00
Medley 58	521-18	7/6/98		\$ 40.00
Middlebury 49	524-24	7/3/98		\$ 40.00
Middlebury 86	524-36	7/3/98		\$ 40.00
Middlebury 114	523-44	7/3/98		\$ 40.00
Millbrook 126	523-13	7/3/98		\$ 40.00
Mosshill 20	508-6	7/3/98		\$ 40.00
Mosshill 61	507-11	7/3/98		\$ 40.00
Northampton 29	1003-131	7/1/98		\$ 40.00
Northgate 76	1020-102	7/16/98		\$ 40.00
Nottingham 12	1002-6	7/1/98		\$ 40.00
		7/19/98		\$ 40.00
Palfrey 11	329-37	7/3/98		\$ 40.00

Sheet4

Pastoral 18	323-5	7/3/98		\$ 40.00
Peacock 2	312-1	7/15/98		\$ 40.00
Peartree 8	307-3	7/3/98		\$ 40.00
Pennant 29	314-36	7/1/98		\$ 40.00
Pennant 54	315-16	7/9/98		\$ 40.00
Pennypacker 30	327-20	7/28/98		\$ 40.00
Petunia 51	312-28	7/15/98		\$ 40.00
Radcliffe 13	903-13	7/28/98		\$ 40.00
Sandstone 16	130-19	7/2/98		\$ 40.00
Sedgwick 18	128-5	7/2/98		\$ 40.00
Shelbourne 2	124-18	7/2/98		\$ 40.00
Sherwood 65	108-25	7/2/98		\$ 40.00
Somerset 35	119-18	7/2/98		\$ 40.00
Somerset 110	125-2	7/2/98		\$ 40.00
Somerset 204	130-6	7/2/98		\$ 40.00
Somerset 225	131-15	7/2/98		\$ 40.00
Somerset 232	130-15	7/2/98		\$ 40.00
Somerset 73	119-30	7/2/98		\$ 40.00
Spindletop 25	124-10	7/2/98		\$ 40.00
Springfield 20	129-1	7/2/98		\$ 40.00
Stirrup 29	121-15	7/2/98		\$ 40.00
Temple 43	1124-29	7/5/98		\$ 40.00
Torrington 55	1110-2	7/26/98		\$ 40.00
Tulip 28	1135-32	7/16/98	gr	\$ 40.00
		7/16/98	cut/rem dea	\$ 90.00
Twin Hill 41	1101-74	7/5/98		\$ 40.00
		7/28/98		\$ 40.00
				\$ 40.00
Mobil Stn, Levitt Pkwy	5.02-6	7/2/98		\$ 80.00
Levinson's Field, Sidney La	1-4	7/29/98		\$ 125.00
				\$ 5,330.00

RESOLUTION NO. 1998 - 133

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

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

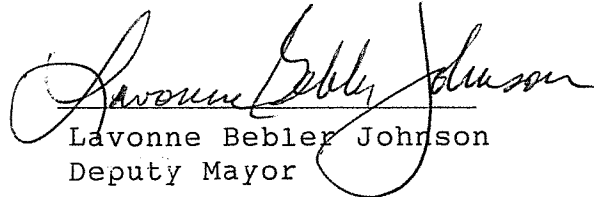
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

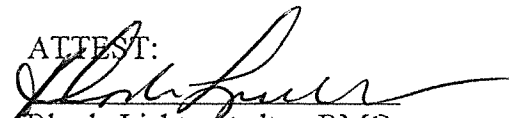
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Sept. 1, 1998, that an Executive Session closed to the public shall be held on Sept. 1, 1998, at 7:55 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  
Deputy Mayor

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 1998- 134

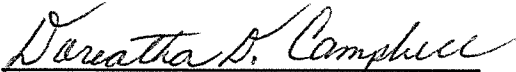
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE WILLINGBORO BOARD OF EDUCATION PROVIDING FOR THE TRANSFER OF CERTAIN FACILITIES FROM THE BOARD OF EDUCATION TO THE TOWNSHIP OF WILLINGBORO AND FURTHER PROVIDING FOR JOINT USE OF CERTAIN FACILITIES AND JOINT MAINTENANCE AND REHABILITATION OF PLAYGROUNDS**

Whereas, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro, and

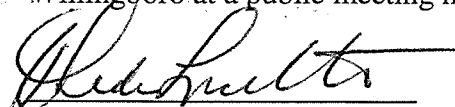
Whereas, the Willingboro Board of Education is the duly elected governing body of the Willingboro Public Schools, and

Whereas, the Township Council and the Board of Education have reached an agreement for the transfer of certain facilities from the Board of Education to the Township and for the joint use of facilities and the joint use, maintenance and rehabilitation of playgrounds located on school property,

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session on September 1, 1998, that the Mayor and Clerk of the Township of Willingboro are hereby authorized to execute the Agreement between the Township of Willingboro and the Willingboro Board of Education in the form attached hereto.

  
Doreatha D. Campbell  
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Township Council of the Township of Willingboro at a public meeting held on September 1, 1998.

  
Rhoda Lichtenstadter, RMC  
Township Clerk



**AGREEMENT BETWEEN THE WILLINGBORO BOARD OF EDUCATION AND THE TOWNSHIP OF WILLINGBORO**

**THIS AGREEMENT** is entered into the 15<sup>th</sup> day of Sept. 1998, between the Willingboro Board of Education, having offices located at the Levitt Building, 50 Salem Road, Willingboro, New Jersey 08046 (hereinafter referred to as "**BOARD**"), and the Township of Willingboro, having offices located at the Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 (hereinafter referred to as "**TOWNSHIP**").

**WITNESSETH:**

**WHEREAS, BOARD** desires to convey title to John F. Kennedy High School and certain other properties to **TOWNSHIP** and **TOWNSHIP** desires to accept title to these properties and, further, to assume certain obligations in connection therewith, upon the terms and conditions hereinafter set forth, and

**WHEREAS, BOARD** and **TOWNSHIP** further desire to enter into an agreement for joint use of certain facilities and the sharing of certain expenses,

**NOW THEREFORE,** in consideration of the foregoing, the truth and accuracy which is hereby acknowledged, and in consideration of the promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I: DEFINITIONS**

1.01 *Words and Terms.* The following words and terms, when used in this Contract, shall have the meaning given to them in this Article unless another meaning is plainly intended by the context:

A. "*Adjoining Property*" shall mean and refer to the areas at each of the properties as set forth on the plans designated in Appendix A, attached hereto;

B. *"Adult Education Program"* shall mean and refer to the area designated in Appendix B, attached hereto;

C. *"Auto Shop"* shall mean and refer to the area designated in Appendix C, attached hereto;

D. *"Athletic Use"* shall mean and refer to the use of John F. Kennedy High School by **BOARD** as set forth in Appendix D, attached hereto. This Appendix shall be amended annually or as needed and a copy furnished to **BOARD** and **TOWNSHIP**.

E. *"Basketball Courts"* shall mean and refer to the basketball courts located at the Hawthorne, Pennypacker and Country Club Elementary schools;

F. *"BOARD"* shall mean and refer to the Willingboro Board of Education, its successors and/or assigns;

G. *"JFK Building"* shall mean and refer to John F. Kennedy High School, designated on the tax map of Willingboro Township as Block 501, Lot 46 and located at Kennedy Way and Levitt Parkway, Willingboro, Burlington County, New Jersey;

H. *"Other Basketball Courts "* shall mean and refer to all basketball courts owned and operated by **BOARD** EXCEPT those at Hawthorne, Pennypacker and Country Club Elementary schools;

I. *"Playgrounds"* shall mean and refer to playgrounds, areas in which equipment such as swings, slides, etc., are installed and the ground immediately thereunder and adjacent thereto as per original blueprints/specifications, located at the **Bookbinder, Martin Luther King, Jr., Garfield East, McGinley, Hawthorne, Pennypacker and Twin Hills Elementary Schools, Memorial Junior High School, and Willingboro High School.**

J. *"Subject premises"* shall mean and refer to John F. Kennedy High School;

K. *"Swimming Pools"* shall mean and refer to the inground swimming pools located at the

Hawthorne, Pennypacker and Country Club Elementary schools;

L. *"TOWNSHIP"* shall mean and refer to the Township of Willingboro governing body, its successors and/or assigns.

## ARTICLE II: AGREEMENT TO CONVEY

**2.01 Agreement to Convey JFK Building.** **BOARD** agrees to convey title to JFK Building, subject to the limitations set forth in **2.02**, below, to **TOWNSHIP** and **TOWNSHIP** hereby agrees to accept such title from **BOARD**, under the terms and conditions as hereinafter set forth. **TOWNSHIP** agrees to take the subject premises subject to existing Leases between **BOARD** and Paragon Uniform, Burlington County Community College and Henkels & McCoy. All rents received under existing leases shall be pro-rated over the term of each lease, with **BOARD** to retain rents for the period prior to transfer of title and **TOWNSHIP** to retain rents for the period following the transfer of title. **TOWNSHIP** further agrees to take the subject premises and its contents, such as are being conveyed, "as is" and shall be responsible and pay in full the entire cost for any and all repairs, retrofitting, environmental remediations, improvements or the like, whether required by local, state or federal law or regulation. **BOARD** makes no representations whatsoever concerning the condition of the subject premises, including but not limited to, the existence of environmental conditions or hazards, plumbing, electrical, heating or cooling systems, the condition of roof, the compliance of the subject premises with the Americans with Disabilities Act or any other local, state or federal law or regulation, or the fitness of the subject premises for any use or activity. Provided further, however, that **BOARD** agrees to provide to **TOWNSHIP** copies of any notices, reports, studies or recommendations in **BOARD'S** possession concerning maintenance, environmental

conditions or hazards, plumbing, electrical, heating or cooling systems, the condition of the roof, compliance with the Americans with Disabilities Act or any other local, state or federal law or regulation.

**2.02. Limited Reverter.** Conveyance of JFK Building to **TOWNSHIP** is subject to the provisions of *N.J.S.A.* 18:20-9, more particularly:

**(A)** If **TOWNSHIP** ceases to use JFK Building for public purposes or determines that **TOWNSHIP** no longer has a public use for JFK Building, then, and in that event, title to JFK Building shall revert to **BOARD**. The reverter provision shall remain in full force and effect for a period of twenty (20) years following the transfer of title to JFK Building to **TOWNSHIP**, after which time it shall expire and **BOARD** shall have no further rights to ownership of JFK Building.

**(B)** Upon the sale of JFK Building by **BOARD**, **TOWNSHIP** may assert reasonable claims for reimbursement for improvements or modifications to JFK Building.

**2.03. Agreement to Convey Basketball Courts and Swimming Pools.** **BOARD** agrees to convey title in fee simple absolute to Basketball Courts and Swimming Pools to **TOWNSHIP** and **TOWNSHIP** agrees to accept such title from **BOARD**, under the terms and conditions as hereinafter set forth. **BOARD** makes no representations whatsoever concerning the condition of Basketball Courts and/or Swimming Pools, including but not limited to, the existence of environmental conditions or hazards, plumbing, electrical or filtration systems, compliance of with the Americans with Disabilities Act or any other local, state or federal law or regulation, or the fitness of Basketball Courts or Swimming Pools for any use or activity. Provided further, however, that **BOARD** agrees to provide to **TOWNSHIP** copies of any notices, reports, studies or recommendations in **BOARD'S** possession concerning environmental conditions or hazards,

plumbing, electrical or filtration systems, compliance with the Americans with Disabilities Act or any other local, state or federal law or **regulation**. **TOWNSHIP** shall obtain all subdivision approvals necessary for the transfer of title hereunder. Upon transfer of title, **TOWNSHIP** shall assume all liability for maintaining and operating Basketball Courts and Swimming Pools thus conveyed.

### **ARTICLE III: RESTORATION OF PLAYGROUNDS**

**3.01 Agreement to Refurbish Playgrounds.** **BOARD** and **TOWNSHIP** agree that all playgrounds owned by **BOARD** are in need of restoration and repair work, in particular, to bring Playgrounds into compliance with safety standards.

**3.02 Coordination of Restoration.** All plans for Playground restoration shall be coordinated between **TOWNSHIP** and **BOARD'S** Property and Grounds Committee, with approval by **BOARD**.

**3.03 Provision of Manpower and Materials.** **TOWNSHIP** agrees to perform all work, including the provision of manpower and materials, necessary to restore and refurbish Playgrounds and to bring Playgrounds into compliance with all applicable safety standards.

**3.04 Initial Board Contribution.** **BOARD** shall contribute the sum of \$80,000 (EIGHTY THOUSAND DOLLARS) for fiscal year 1998/99 to be used by **TOWNSHIP** exclusively for the restoration and refurbishment of Playgrounds.

**3.05 Proof of Application of Board Contribution.** Upon **BOARD'S** request, **TOWNSHIP** agrees to provide written documentation, in a form acceptable to **BOARD**, that monies contributed by **BOARD** for Playground restoration have been so used, including but not limited to, itemized statements for labor and materials submitted by outside contractors, and a summary of man hours and materials expended or purchased by **TOWNSHIP**.

**3.06 *Subsequent Contributions.*** Commencing with the 1999/2000 fiscal year, and for each subsequent fiscal year thereafter until such time as all Playgrounds have been restored, **BOARD** and **TOWNSHIP** agree to contribute matching funds to be used solely for the continued restoration and refurbishment of Playgrounds by **TOWNSHIP** in accordance with subsection 3.05, above. The precise amounts to be so contributed will be determined by the respective governing bodies of **BOARD** and **TOWNSHIP**. If **BOARD** and **TOWNSHIP** cannot agree on the amount to be contributed, the lesser of the amounts proposed shall control.

**3.07 *Liability during work in progress.*** **TOWNSHIP** agrees to provide liability and workers' compensation coverage, in amounts satisfactory to **BOARD**, during all Playground restoration work. **TOWNSHIP** agrees to hold harmless and indemnify **BOARD** against any claim for injury or damage resulting, or asserted to result from, restoration work on any Playground, provided that such injury or damage is not the result of negligence on the part of **BOARD**, its agents or employees.

**3.08 *Liability After Restoration.*** **TOWNSHIP** shall be liable for any injuries or damages resulting from any defect in design or workmanship associated with the restoration of any Playground. **BOARD** assumes no liability for injury or damage caused by defective materials, design or workmanship used in the restoration of any Playground. Provided further, that **BOARD** shall maintain liability coverage for any injury or damage to students, staff or other authorized users of any Playground during regular school hours or in conjunction with any **BOARD**-sanctioned activity, when such injury or damage is not a result of defects in the design or workmanship utilized in the restoration of any Playground.

#### **ARTICLE IV: OTHER BASKETBALL COURTS**

**4.01 *Refurbishment.*** **TOWNSHIP** agrees to refurbish Other Basketball Courts, including

resurfacing and/or rebuilding as needed, at **TOWNSHIP'S** sole expense, subject to **TOWNSHIP'S** budgetary process and limitations.

**4.02 Maintenance.** **TOWNSHIP** agrees to maintain nets, backboards, poles and line painting at **TOWNSHIP'S** sole expense.

**4.03 Liability.** **BOARD** and **TOWNSHIP** acknowledge that Other Basketball Courts will remain the property of **BOARD** but will be used by both **BOARD** and **TOWNSHIP**. **BOARD** and **TOWNSHIP** shall each maintain adequate liability insurance covering Other Basketball Courts and shall, to the extent permitted by their respective liability insurers, mutually defend any claims for bodily injury or personal property damage arising from use of Other Basketball Courts.

#### **ARTICLE V: RECIPROCAL USE OF SPACE**

**5.01 Agreement to Lease Subject Premises at No Cost.** **BOARD** and **TOWNSHIP** agree to enter into a five year lease whereby **TOWNSHIP** will demise to **BOARD** the areas designated in Appendices B, C and D, attached hereto, on a rent-free basis.

**5.02 Agreement to Permit Use of Other Facilities.** **BOARD** agrees to permit **TOWNSHIP**-sponsored groups and programs to use designated space at Memorial Junior High School, the Levitt Administration Building, Willingboro High School and other **BOARD**-owned facilities, on a rent-free basis, for a period of FIVE (5) YEARS following execution of this Agreement; provided further, however, that (a) use of such designated space shall not conflict with **BOARD'S** need for such space, as determined solely by **BOARD**, and (b) **TOWNSHIP** provides **BOARD** with advance written notice of intent to use such designated space and otherwise complies with established **BOARD** procedures for the use of **BOARD** facilities.

**5.03 Agreement to Relocate Programs to JFK Building.** **TOWNSHIP** agrees to relocate

all **TOWNSHIP**-sponsored groups and programs from **BOARD'S** facilities enumerated in 5.02, above, to JFK Building no later than FIVE (5) YEARS following execution of this Agreement.

#### **ARTICLE VI: INDEMNIFICATION**

**6.01 Indemnification by TOWNSHIP.** **TOWNSHIP** shall indemnify, defend and hold **BOARD** harmless from and against all liability claims (statutory or otherwise), suits, damages, obligations, judgments, fines, penalties, liabilities, losses, costs, charges, interest and expenses (including reasonable attorneys' fees and disbursements incurred in the defense thereof) which **BOARD** may suffer, be claimed to be responsible for, or may pay or incur by reason of or arising out of any of the following:

**A.** Any act or negligence on the part of **TOWNSHIP**, its agents, employees, successors, assigns, licensees, invitees or other occupants of any part of the properties to be conveyed herein, except as noted in 6.01 (C), below.

**B.** Any accident, injury, death or damage caused by an act or the negligence of **TOWNSHIP** or its licensees, invitees or other occupants of any part of any Playground, Basketball Courts, Other Basketball Courts or the Subject Premises, or its agents, servants, employees, contractors, licensees or invitees or arising from any condition of any Playground, Basketball Courts, Other Basketball Courts or the Subject Premises, except as noted in 6.01 (C), below.

**C.** **BOARD** agrees to provide and maintain liability coverage for Playgrounds and Other Basketball Courts for use of these facilities by **BOARD** during the regular school day, herein defined to be between the hours of 8 A.M. and 3 P.M., Monday through Friday or on all such other days as school is in session.



**6.02** *No Claims Against BOARD.* **TOWNSHIP** shall make no claim against **BOARD** for any injury or damage to **TOWNSHIP** or to any other person or for any damage to or loss (by theft or otherwise) of, or loss of use of, any property of **TOWNSHIP** or any other person, in connection with Playgrounds or Other Basketball Courts, irrespective of the cause of such injury, damage or loss, subject, however, to the provisions of 6.01 (C), above.

**6.03** *Defense of Claims.* If any action or proceeding shall be brought against **BOARD** based on any claim as set forth hereinabove, **TOWNSHIP**, upon notice from **BOARD**, shall cause the same to be defended at **TOWNSHIP'S** sole cost and expense by counsel, reasonably satisfactory to **BOARD**, acting for **TOWNSHIP'S** insurance carriers or otherwise provided by **TOWNSHIP**.

**6.04** *Non-Liability of BOARD.* To the extent that this provision does not conflict with 6.01, above, **BOARD** shall not be liable for any damage or injury which may be sustained by **TOWNSHIP** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or the electrical, gas or power systems, or by reason of the elements, in connection with any Playground, Basketball Courts, Other Basketball Courts and/or the Subject Premises.

**6.05** *Definition of BOARD and TOWNSHIP.* For purposes of this Article VI, the terms "**BOARD**" and "**TOWNSHIP**" shall include their respective officers, directors, board members and/or employees, as the case may be.

#### **ARTICLE VII: NON-ASSIGNABILITY**

**7.01** *Contract Non-Assignable.* Neither **BOARD** nor **TOWNSHIP** shall assign this Contract

**ARTICLE VIII: MISCELLANEOUS**

**8.01 Notices, Requests and Approvals.** Any bill, statement, notice or communication required hereunder ("Notices") shall be deemed sufficiently given or rendered if in writing and if the same shall refer specifically to this Contract and shall be sent by either (i) registered or certified mail, return receipt requested; (ii) overnight mail or courier with proof of receipt, or (iii) by facsimile and shall be deemed delivered five (5) days after postal deposit (if registered or certified mail); on the date of receipt (if sent by overnight mail or courier), or upon sending if sent by facsimile..

All Notices to **BOARD** shall be sent to:

Willingboro Board of Education  
Administration Offices  
Levitt Building  
50 Salem Road  
Willingboro, New Jersey 08046  
Attn.: Board Secretary  
with copies to: Business Administrator  
Board Solicitor

All Notices to **TOWNSHIP** shall be sent to:

Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046  
Attn: Township Clerk  
with copies to: Township Attorney  
Township Manager

Any party hereto may, at any time, designate any other address in substitution of the foregoing address to which such notice, request, approval or copy thereof shall be given.

**10.02 Captions.** Headings and captions used herein are for convenience only and do not form a substantive part of this Contract and shall not control or affect the meaning or construction of any provision of this Contract.

**10.03 Construction.** This Contract has been entered into and shall be construed, governed and

enforced in accordance with the laws of the State of New Jersey. This Contract shall not be construed in conjunction or integration with any other agreement unless expressly so stated within such agreement, and constitutes the entire agreement of the parties.

**10.04 *Independent Counsel.*** Each of the parties represents by the execution of this Contract that it has not relied upon any representations, oral or otherwise, of any of the other parties or their agents or representatives, except for those representations which are explicitly set forth in this Contract.

**10.05 *Effect of Invalid Clause.*** The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Contract not held invalid shall be binding upon all parties hereto.

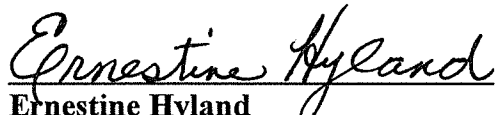
**10.06 *Amendment.*** This Contract may not be amended, altered, or modified in any manner except in writing and by agreement of all the parties hereto. No course of conduct or course of dealing by the parties shall be construed to constitute a waiver, modification or amendment of any provision of this Contract in the absence of a writing executed in accordance with this Section. The requirement set forth in this Section that amendments to this Contract must be in writing, and this sentence, shall not be amended by any oral agreement of the parties.

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Contract as of the date first written above.

Attest:

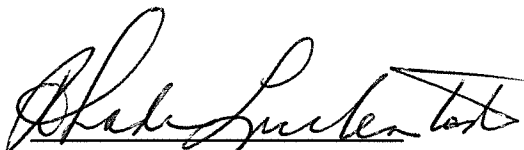
**BOARD:**  
WILLINGBORO BOARD OF EDUCATION

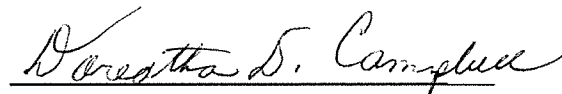
  
Ernestine Hyland  
Board Secretary

  
JOANN D. CARTER  
President

Attest:

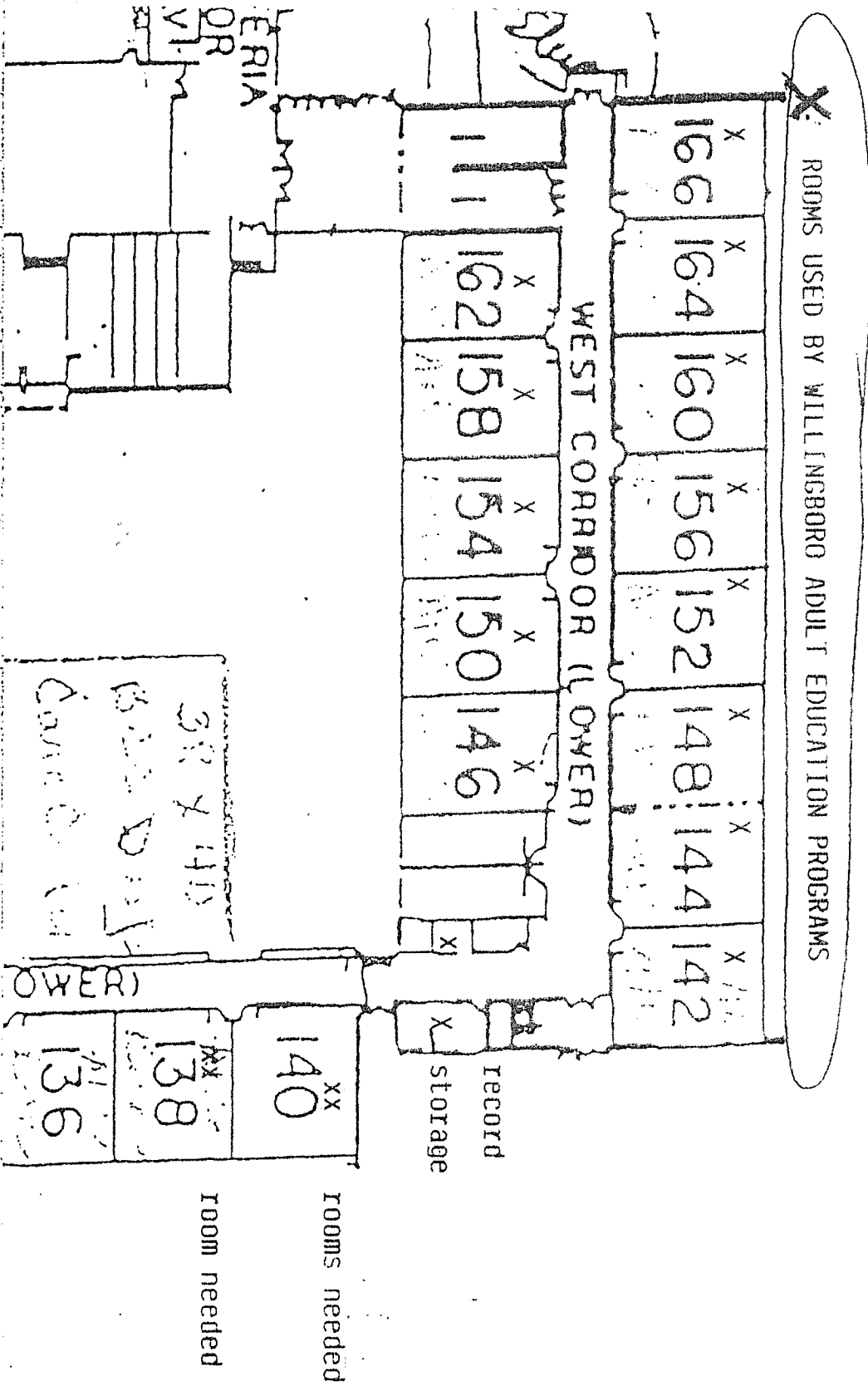
**TOWNSHIP:**  
TOWNSHIP OF WILLINGBORO

  
Rhoda Lichtenstadter  
Township Clerk

  
DOREATHA D. CAMPBELL  
Mayor

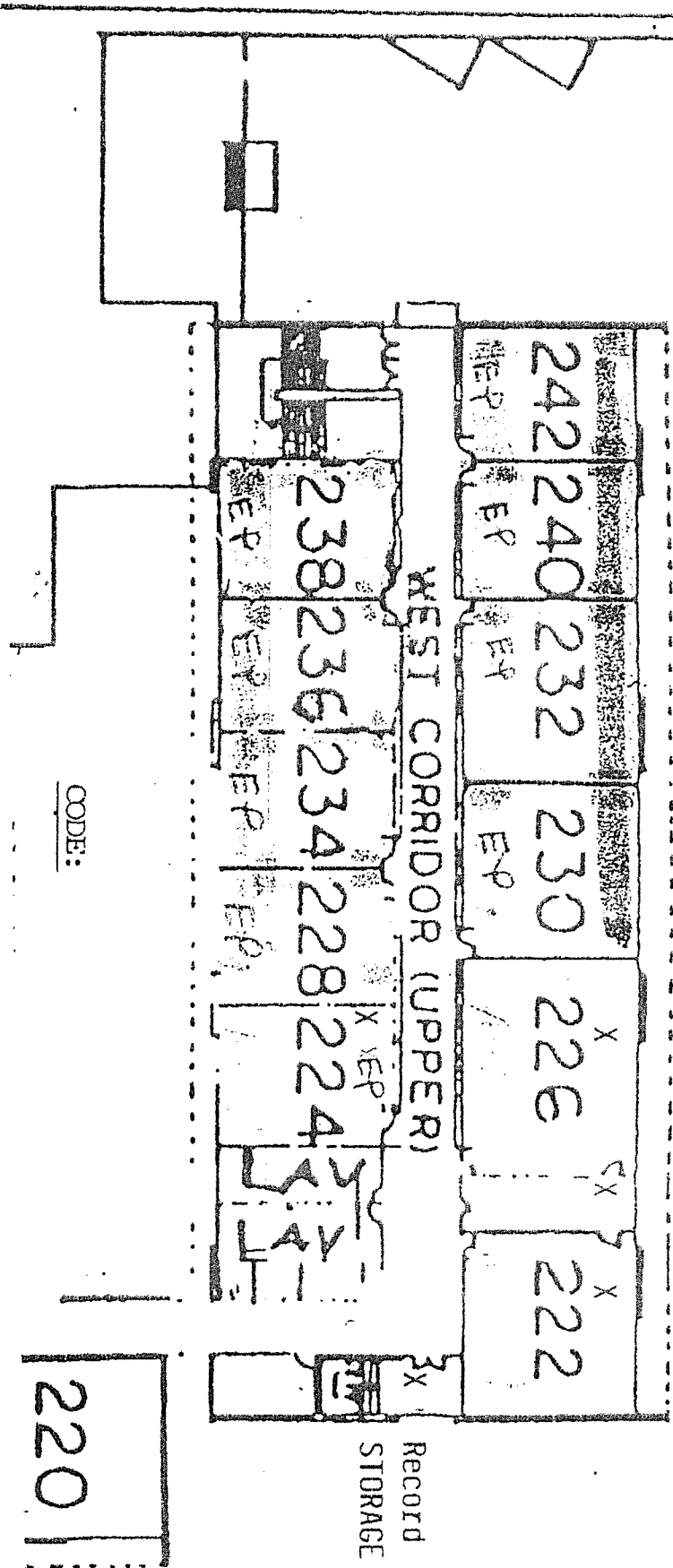
JOHN F. KENNEDY JR HIGH SCHOOL

1ST FLOOR PLAN



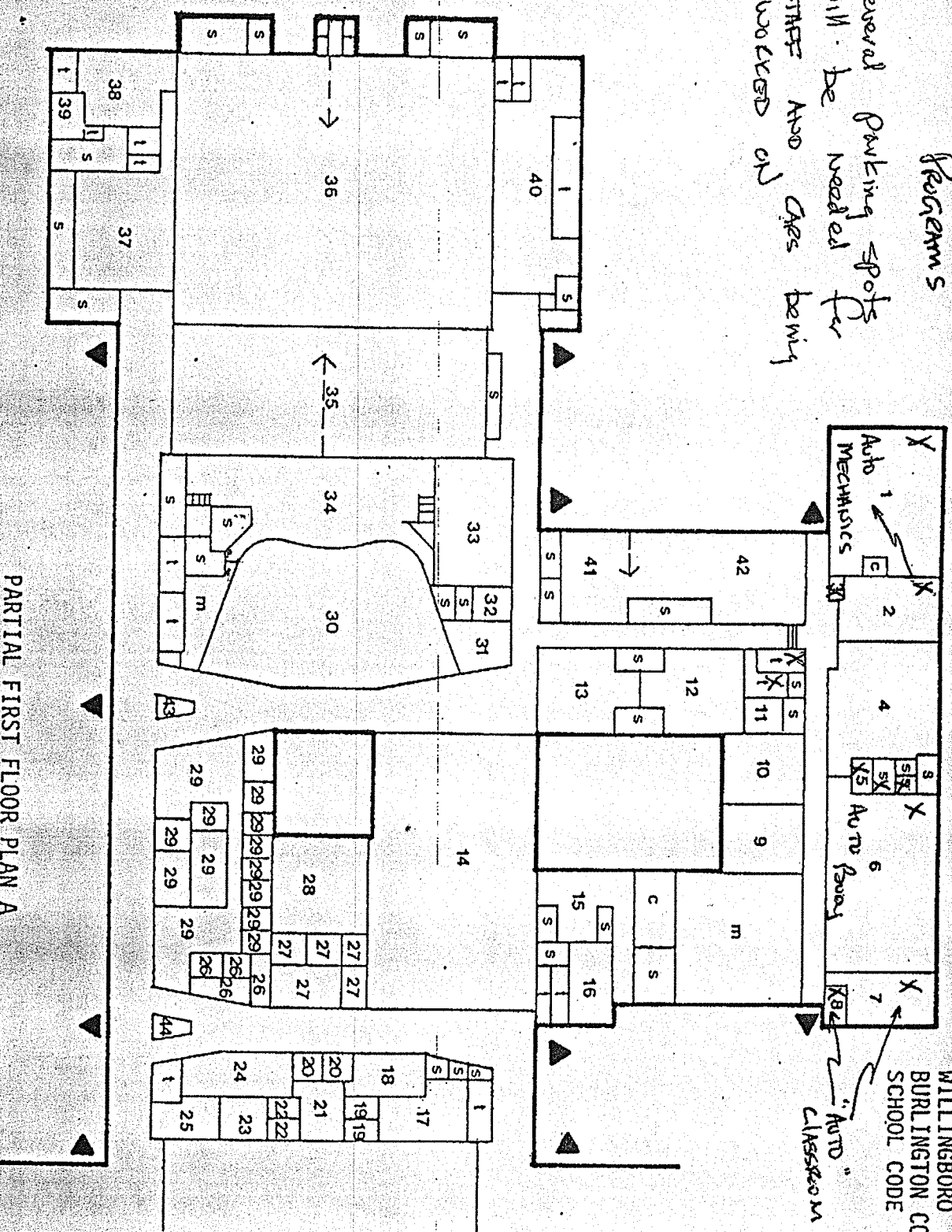
# 2ND FLOOR PLAN

**X:** ROOMS USED BY WILLINGBORO ADULT EDUCATION PROGRAMS



Vocational Education Programs

\* Several parking spots will be needed for STAFF AND CARS being worked on



J.F.K. HIGH SCHOOL 05U  
 WILLINGBORO 5805  
 BURLINGTON COUNTY 05  
 SCHOOL CODE 17

PARTIAL FIRST FLOOR PLAN A

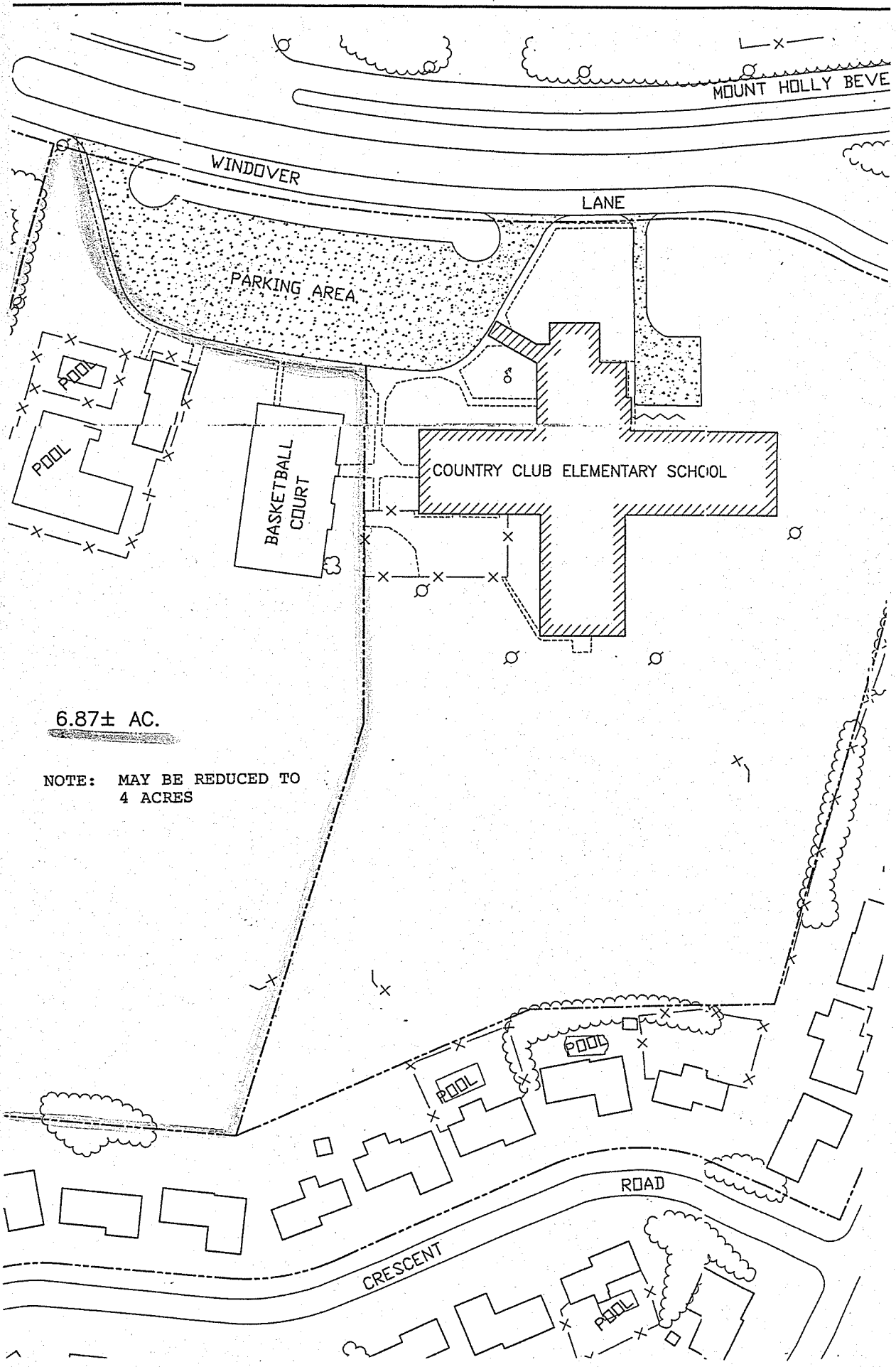
1998/99 USE OF JFK BUILDING BY WILLINGBORO SCHOOL DISTRICT ATHLETIC DEPARTMENT

<u>ACTIVITY</u>	<u>AREA</u>	<u>DATES</u>	<u>TIMES</u>
Soccer	Soccer Field	September 4, 11, 18, 25 October 2, 9, 16, 23, 30 November 6, 13	3:15 to 6:30 p.m. 3:15 to 6:30 p.m. 3:15 to 6:30 p.m.
Freshman Football	Football Field	August 24 through 29 August 31 September 1 through November 20 (Monday through Friday) September 1 through November 20 (Saturdays)	9:00 a.m. to 3:00 p.m. 9:00 a.m. to 3:00 p.m. 3:45 p.m. to 6:30 p.m. 8:00 a.m. to Noon
Baseball	Baseball Fields	March 8 through June 12 (Monday through Friday) March 8 through June 12 (Saturdays)	3:15 p.m. to 6:30 p.m. 8:00 a.m. to Noon

NOTE: BOARD AGREES TO MAKE REASONABLE EFFORTS TO RELOCATE ALL ATHLETIC ACTIVITIES TO BOARD-OWNED FACILITIES AS SOON AS PRACTICABLE

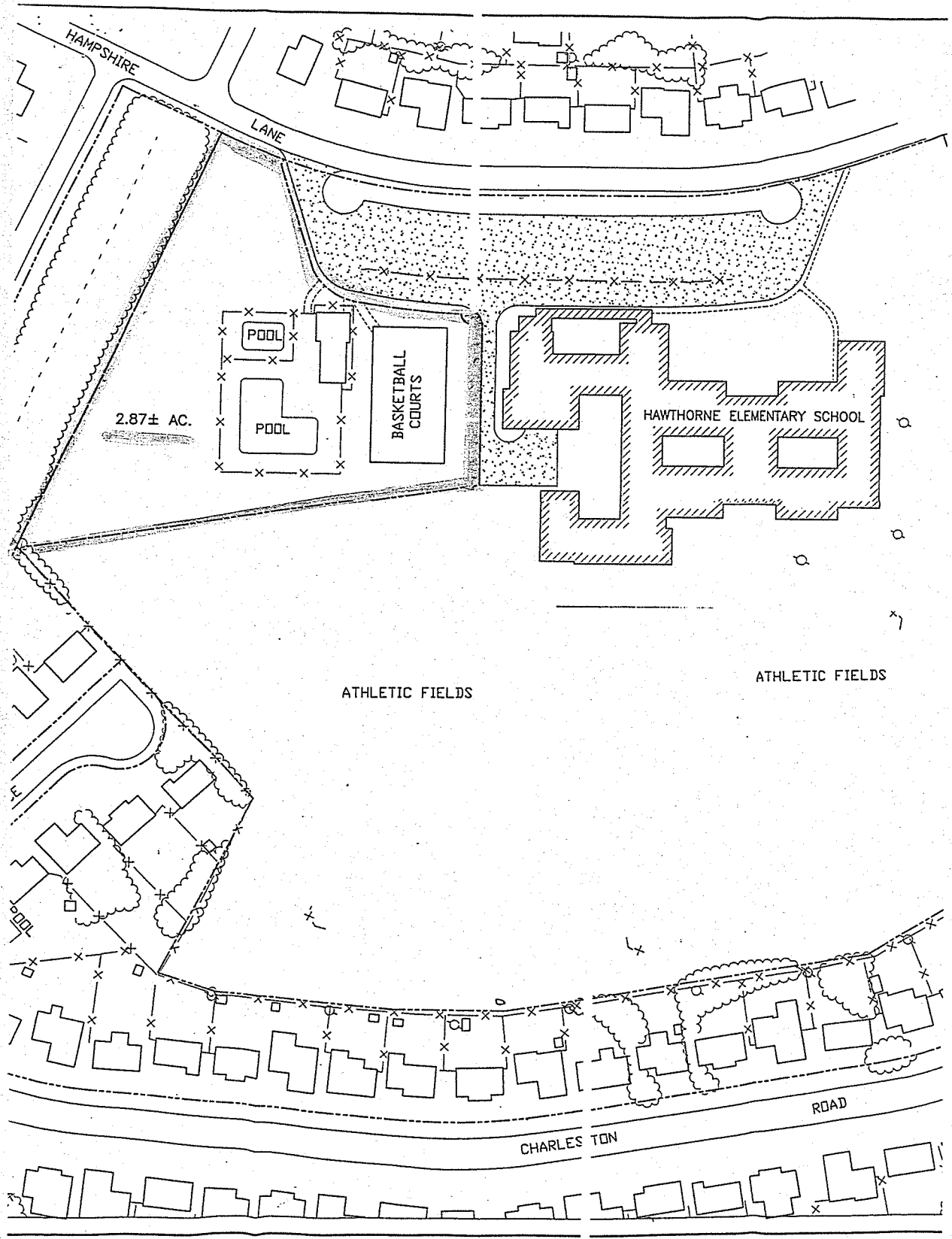
**APPENDIX D**





6.87± AC.

NOTE: MAY BE REDUCED TO  
4 ACRES



2.87± AC.

POOL  
POOL

BASKETBALL  
COURTS

HAWTHORNE ELEMENTARY SCHOOL

ATHLETIC FIELDS

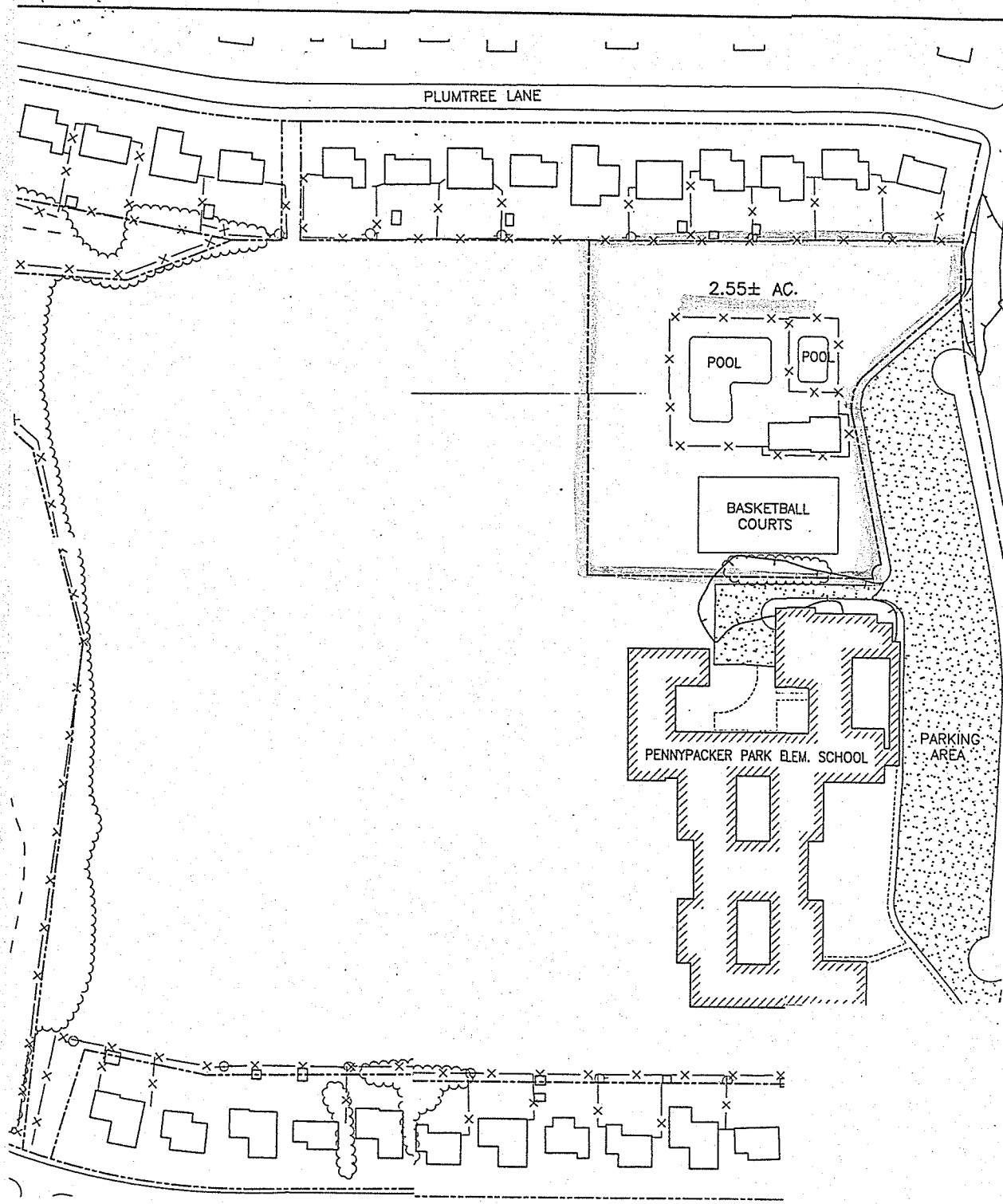
ATHLETIC FIELDS

HAMPSHIRE

LANE

CHARLES TON

ROAD

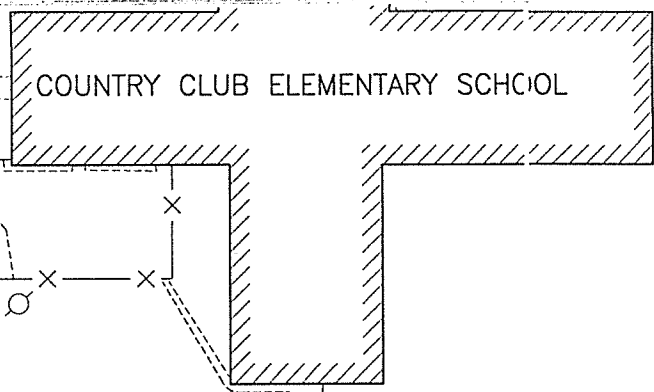
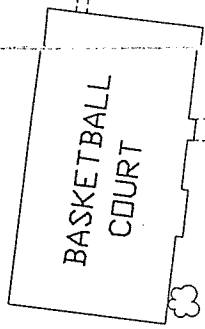
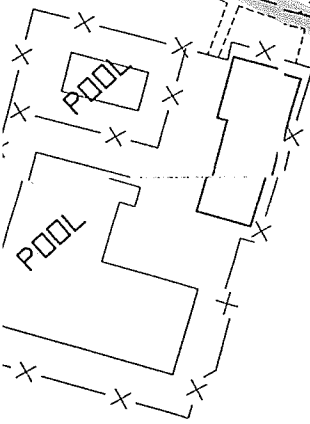


MOUNT HOLLY BEVE

WINDOVER

LANE

PARKING AREA



6.87± AC.

NOTE: MAY BE REDUCED TO 4 ACRES

PSHIRE

LANE

2.87 ± AC.

POOL

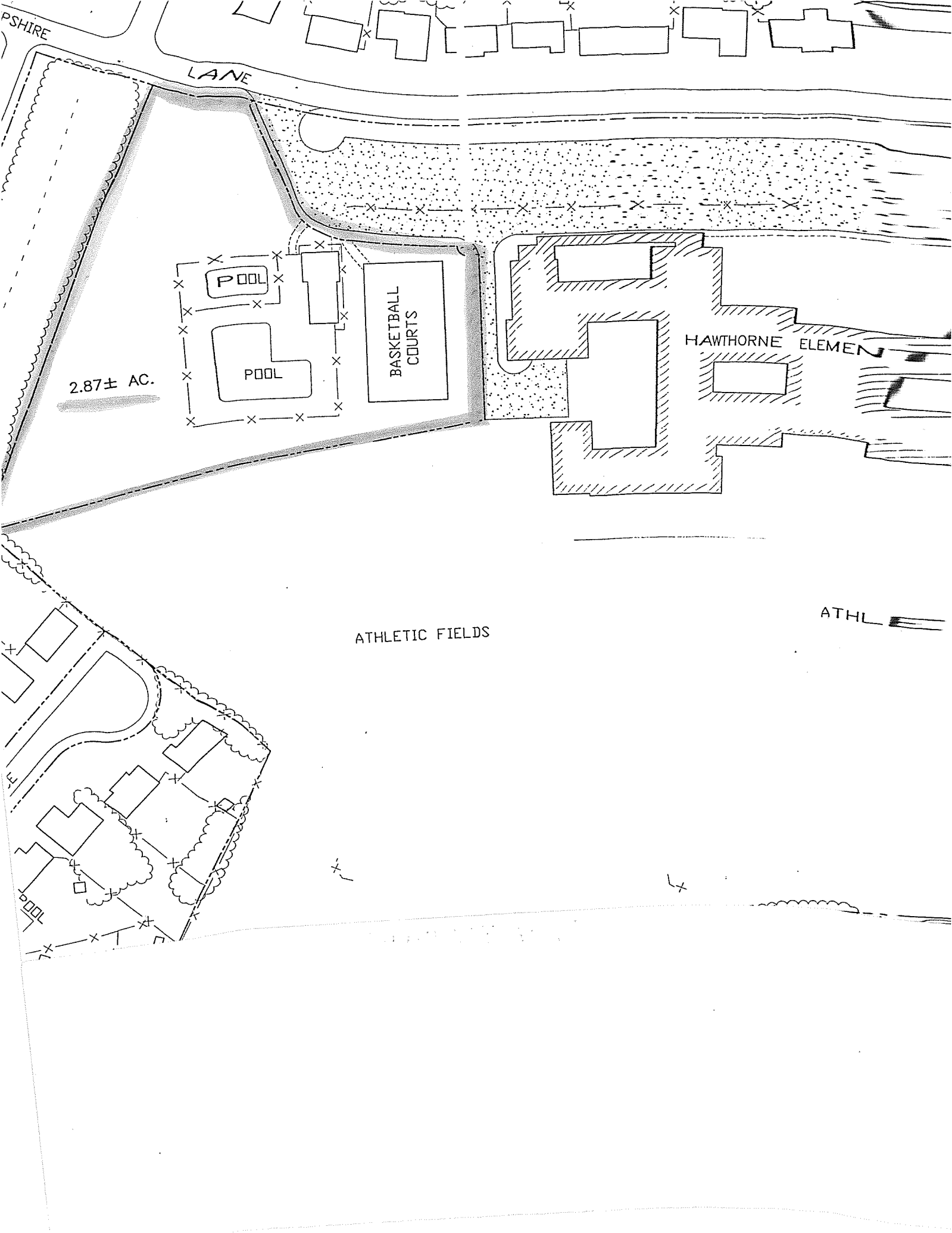
POOL

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COURTS

HAWTHORNE ELEMEN

ATHLETIC FIELDS

ATHL



RESOLUTION NO. 1998 - 136

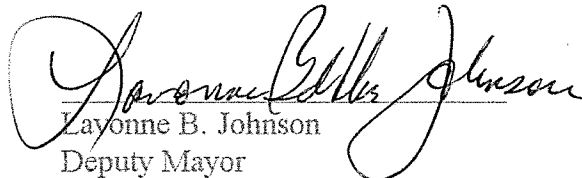
A RESOLUTION AWARDING A PROFESSIONAL  
SERVICES CONTRACT TO RICHARD A. NEPHEW.

WHEREAS, the need exists for replacement specifications and monitoring work associated with the roof replacement at the Emergency Services Building and an infrared moisture survey and evaluation of the condition of the roof at the John F. Kennedy Building; 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:

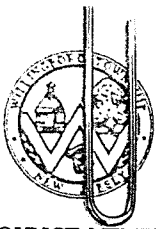
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of September, 1998 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Richard A. Nephew, of Commercial Roofing Analysts, Inc. in an amount not to exceed \$15,650.00.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40-11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
Layonne B. Johnson  
Deputy Mayor

ATTEST:

  
Marie Annese  
Deputy Township Clerk



# TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER  
Norton N. Bonaparte, Jr.

COUNCIL MEMBERS  
James E. Ayer  
Doreatha D. Campbell  
Lavonne B. Johnson  
Jeffrey E. Ramsey  
Paul L. Stephenson

October 8, 1998

Mr. Richard Nephew  
Commercial Roofing Analysts, Inc.  
P.O. Box 292-A-Fuller Road  
Peru, New York 12972


Dear Mr. Nephew:

Enclosed is a copy of Resolution No.136-1998, an original and two copies of the Professional Services Contract adopted by Willingboro Township Council at their meeting of September 29, 1998.

Please sign and return all three contracts and a fully executed copy will be returned to you.

Thank you in advance for your cooperation.

Sincerely,

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Enclosures

/eb

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

Prof-Serv. Res. Richard A Nephew.  
Roof - J.F.K - Emerg. Serv. Bldg.

The money necessary to fund said contract is in the amount of \$ 15,650.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0298-COP. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



# WILLINGBORO RECREATION DEPARTMENT

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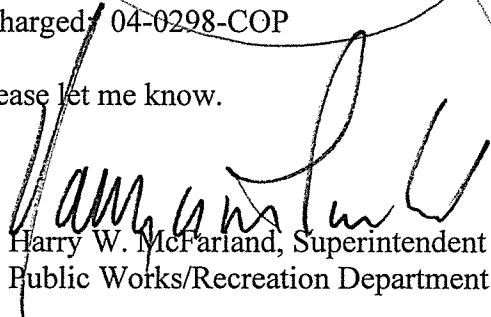
September 17, 1998

TO: JOANNE DIGGS, FINANCE DIRECTOR  
FROM: HARRY W. MCFARLAND  
SUBJECT: CERTIFICATE OF AVAILABILITY OF FUNDS

Please provide the Manager with a Certificate of Availability of funds for a Professional Services Resolution, for Richard Nephew of Commercial Roofing Analysts, in the amount of \$15,650.00

The Capital Budget is to be charged: 04-0298-COP

If you have any questions, please let me know.

  
Harry W. McFarland, Superintendent  
Public Works/Recreation Department

*Rec'd 9/21/98*

HWM/RLB/pm

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

Phone: 609-871-5700

Fax: 609-871-6990

PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and RICHARD A. NEPHEW

WHEREAS, the Township of Willingboro requires the services of a professional consultant; and

WHEREAS, RICHARD A. NEPHEW, is a consultant authorized to practice in the State of New Jersey and is hereafter identified as the consultant

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and RICHARD A. NEPHEW, a consultant of the State of New Jersey as follows:

- I. APPOINTMENT: RICHARD A. NEPHEW, is hereby appointed to provide consulting services for the Township of Willingboro.
- II. TERM. This appointment shall commence Sept. 29, 1998 and shall continue until completion.
- III. SERVICE. During the term of this Agreement, the consultant agrees to provide consulting services to the Township of Willingboro as set forth in Resolution No. 1998-136.
- VI. COMPENSATION: 1. During the term of this Agreement, the consultant shall be compensated in accordance with Resolution No. 1998 - 136.

V. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

TOWNSHIP OF WILLINGBORO

  
LAVONNE B. JOHNSON  
DEPUTY MAYOR

\_\_\_\_\_  
RICHARD A. NEPHEW

ATTEST:

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

\_\_\_\_\_  
DATE

# WILLINGBORO RECREATION DEPARTMENT

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September 17, 1998

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER  
FROM: HARRY W. MCFARLAND  
SUBJECT: ROOF EVALUATION – JOHN F. KENNEDY BUILDING  
ROOF REPLACEMENT – EMERGENCY SERVICES BUILDING

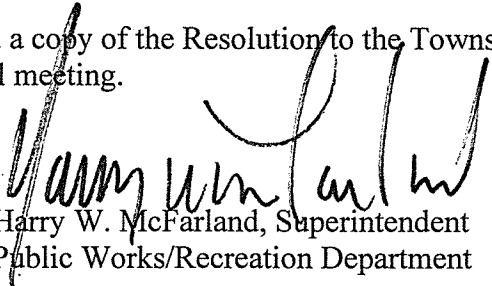
I am requesting a Professional Services Resolution for Richard Nephew of Commercial Roofing Analysts in the amount of \$15,650.00

His services will include providing replacement specifications and the monitoring of work associated with the roof replacement at the Emergency Services Building, and an infrared moisture survey and evaluation of the condition of the roof at the John F. Kennedy Building.

I have included copies of the scope of services to be provided as well as a copy of the proposed Professional Services Resolution.

I will, by separate memo, request the Finance Officer to provide a Certificate of Availability of funds.

If you approve, please forward a copy of the Resolution to the Township Clerk for inclusion in the next Council meeting.

  
Harry W. McFarland, Superintendent  
Public Works/Recreation Department

HWM/RLB/pm  
Attachment

*Place on Council  
Agenda DMS*

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

Phone: 609-871-5700

Fax: 609-871-6990



## COMMERCIAL ROOFING ANALYSTS, INC.

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

Date: August 24, 1998

Mr. Harry McFarland  
Willingboro Township  
479 JFK Way  
Willingboro, NJ 08046

Subject: Roof Evaluation/Infrared Moisture Analysis  
479 JFK Way  
Our File WNY0304

Dear Mr. McFarland :

I appreciate the opportunity in allowing me to introduce Commercial Roofing Analysts, Inc. to you and for your interest in the services provided by CRA, Inc.

Per your request, we are forwarding below our proposal for a roof evaluation and infrared moisture analysis.

### I. PROPOSED SCOPE OF SERVICES:

#### A. Infrared Moisture Survey

1. Perform infrared (IR) moisture survey.
2. Perform Core cuts to determine roof construction and verify IR images.

All core openings will be repaired by CRA, Inc., utilizing a commercially available, torch-grade modified bitumen and EPDM tape.

In the case where the roof system is under warranty, a roofing contractor approved by the system guarantor should be available to repair the roof in accordance with the manufacturer's requirements.

3. Prepare roof plan with moisture contours.

4. Prepare IR survey report with photographs depicting series of roof anomalies.

B. Roof Evaluation

1. Perform visual investigation of existing roof system.
2. Prepare written report of findings, inclusive of pictorial documentation, conclusions, recommendations and cost estimate of recommendations.

Willingboro Township shall provide at no cost to CRA, Inc., all specifications, plans, details, drawings and other applicable documents relating to the design and installation of the roof system; all data gathered after completion of construction and to date, including but not limited to names, addresses and phone numbers of all parties who have knowledge of the roof(s) and/or the problem (s): documents, letters and reports and other items pertinent to the problem (s) which may contribute to a conclusion. CRA shall return all items that client directs CRA to return.

CRA, Inc. will rely on the accuracy of the information received. Verification will be done upon the request of the client.

Client shall arrange for access to all roof sections to be addressed.

II. COST OF SERVICES:

For the scope of services as outlined above, the total cost of our services is estimated to be:

\$ 2850.00 - Roof Evaluation  
\$ 4200.00 - IR Survey

Thank you for the opportunity to be of service to you. Should you have any questions at any time during the investigation, please feel free to contact the undersigned.

Yours truly,

COMMERCIAL ROOFING ANALYSTS, INC.

  
RICHARD A. NEPHEW





## COMMERCIAL ROOFING ANALYSTS, INC.

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

Date: August 24, 1998

Mr. Harry McFarland  
Willingboro Township  
479 JFK Way  
Willingboro, NJ 08046

Subject: Roof Replacement  
Emergency Services Building  
Willingboro, NJ  
Our File WNY0305

Dear Mr. McFarland:

Per your request, we are forwarding below our proposal:

### I. PROPOSED SCOPE OF SERVICES

#### A. Roof Replacement Specification

1. Visit project to identify and mark conditions to be included in scope of work.
2. Prepare bound written specification, with scope of work approved by Client.
3. Prepare construction details as required to provide clear description of specified work.
4. Select and pre-qualify roofing contractors.
5. Attend pre-bid conference to familiarize contractors with scope of work.
6. Monitor work progress through final inspection and completion of punch list items.

#### B. Additional Work

1. As authorized by Client, per enclosed Fee Schedule.

II. COST OF SERVICES

For the scope of services as outlined above, the total cost of our services is estimated to be:

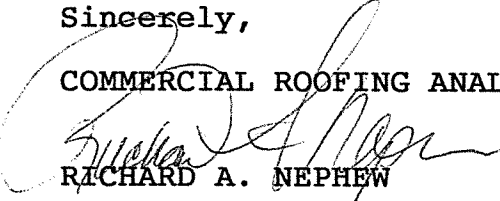
\$ 8600.00 - Contract Documents, Monitoring, Final Inspection

Thank you for the opportunity to be of service to you.

Should you have any questions at any time during the specification preparation, please feel free to contact the undersigned.

Sincerely,

COMMERCIAL ROOFING ANALYSTS, INC.



RICHARD A. NEPHEW

RESOLUTION NO. 1998 - 137

A RESOLUTION AWARDING A BID FOR TWO  
LEAF VACUUMS.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for TWO LEAF VACUUMS; and

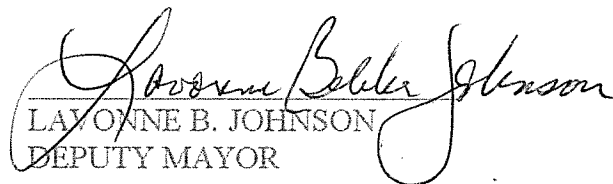
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of OLD DOMINION COMPANY, RICHMOND, VA.; 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 29th day of September, 1998, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
LAYONNE B. JOHNSON  
DEPUTY MAYOR

ATTEST:



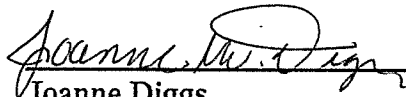
Marie Annese  
Deputy Township Clerk

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

Old-Dominion Company -  
2-Leaf Vacuums -

The money necessary to fund said contract is in the amount of \$ 28,900.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number CAP-98-<sup>04-0578-</sup>A7. These funds are not being certified as being available for more than one pending contract.

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

cc: Township Solicitor  
Township Auditor

# WILLINGBORO RECREATION DEPARTMENT

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September 17, 1998

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER  
FROM: HARRY W. MCFARLAND  
SUBJECT: LEAF VACUUM BID – SEPTEMBER 14, 1998

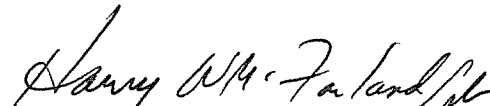
I have reviewed the bids submitted by Gran Turk Equipment Company and Old Dominion Company, and found both to be in compliance with our specifications.

I recommend that the Township accept the bid of Old Dominion Company in the amount of \$38,900.00.

I requested a figure for trade in of two old units, but am not recommending it be considered. The units are worth more to us in interchangeable parts and backups than the small amount we would realize.

I will, by separate memo, request the Finance Officer provide you with a Certificate of Availability of funds.

All bid documents have been returned to the Township Clerk.

  
Harry W. McFarland, Superintendent  
Public Works/Recreation Department

HWM/RLB/pm

*Place on  
Council Agenda  
Date*

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

Phone: 609-871-5700

Fax: 609-871-6990

## BID OPENING - TWO NEW LEAF VACCUMIS

September 14, 1998 - 10:30 a.m.

BIDS OPENED BY: Rhoda Lichtenstadter, Township Clerk

Present:

	OLD DOMINION	GRAN TURK
1. Bid Guaranty	X	X
2. Cert. of Insurance	X	X
3. Disc. Statement	X	X
4. Non-Coll.	X	X
5. Affirm. Action	X	X
Any other documents		
BID PRICE:	\$38,900	40,434

# WILLINGBORO RECREATION DEPARTMENT

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September 17, 1998

TO: JOANNE DIGGS, FINANCE DIRECTOR  
FROM: HARRY W. MCFARLAND  
SUBJECT: CERTIFICATE OF AVAILABILITY OF FUNDS

Please provide the Manager with a Certificate of Availability of funds for purchase of leaf vacuums in the amount of \$38,900.00

The Capital Budget is to be charged: 04-0598-A7.

If you have any questions, please let me know.

*Harry W. McFarland*  
Harry W. McFarland, Superintendent  
Public Works/Recreation Department

*rec'd 9/21/98*

HWM/RLB/pm

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

Phone: 609-871-5700

Fax: 609-871-6990

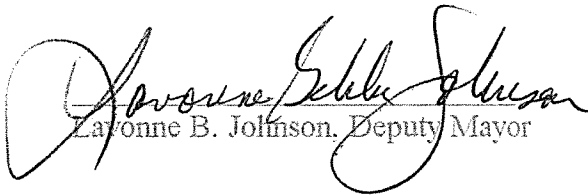
RESOLUTION NO. 1998 - 138

WHEREAS, an applicant before the Planning Board has received approval to develop certain property known and identified as Block 8, Lot 4, and said project requires the construction of storm water detention and conveyancing facilities to properly contain and direct surface water run-offs; and


WHEREAS, the Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 29th day of September, 1998, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the attached agreement with Comcast Cablevision of Burlington County, Inc., 21 Beverly Rancocas Road, Willingboro; and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to Comcast Cablevision of Burlington County, Inc. and the Willingboro Township Planning Board for their information and attention.

  
La'onne B. Johnson, Deputy Mayor

Attest:

  
Marie Annese, Deputy Twp. Clerk  
/ma Forms- Res-MA.doc



RETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 29<sup>th</sup> day of Sept, 1998 by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic of the State of New Jersey, with offices at the Municipal Complex, Salem Road, Willingboro, New Jersey 08046 (the "Township") and COMCAST CABLEVISION OF BURLINGTON COUNTY, INC. with offices at 21 Beverly Rancocas Road, Willingboro, New Jersey 08046 (the "Owner").

RECITALS

A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Block 8, Lot(s) 4 on the Willingboro Township Tax Maps (the "Project").

B. Said approval was duly memorialized on August 10, 1998 by the adoption of Resolution No. 9 - 1998.

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

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

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

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

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

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

2. Owner shall construct the storm water retention and conveyancing facilities as designated and described on its final plans on file with the Willingboro Township Planning Board entitled:

<u>Drawing No.</u>	<u>Title</u>	<u>Date of Last Revision</u>
1 of 3	Site Plan, dated 6/12/97	6/11/98
2 of 3	Landscape Plan, dated 6/12/97	6/11/98
2A of 3	Soil Erosion Plan/Notes/Details, prepared 6/12/97	6/11/98
3 of 3	Lighting Plan/Construction Details, dated 6/12/97	6/11/98
Also, Boundary & Topographic Survey dated 6/7/95		6/01/98

Also, document titled "Drainage Calculations for Comcast Cablevision Parking Lot Block 8 Lot 4, Willingboro, Burlington County, New Jersey" dated June 26, 1998 by Alexander J. Lapatka P.E.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the retention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the storm water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from the all inlet pipes and side banks;

(ii) inspection of the inlet structures and maintenance of same to design specifications; (iii) construction and re-construction of all retention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the retention basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.

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

5. In the event that Owner or its successors and assigns fail to properly maintain the retention and conveyancing facilities, and in the event that an inspection pursuant to Paragraph 4 discloses items of work required to be performed as to the retention and conveyancing facilities, the Township and/or the Township Engineer may serve written notice upon the Owner or its successors and assigns stating: (a) the work necessary to be done in order to correct any defect or condition in the retention or conveyancing facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Owner or its successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in

accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Owner or its successors and assigns. Owner or its successors or assigns in title at the time the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Owner or its successors and assigns, as the case may be. The Township shall be entitled to file a lien against the property should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

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

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

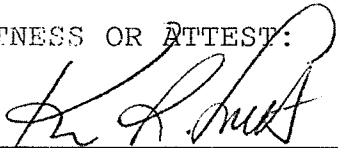
8. Nothing herein shall be deemed to require the Township to take action to maintain and/or repair any retention or conveyancing facilities on the property.

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

10. Nothing herein contained shall be deemed to alter or modify the obligations imposed upon the Owner pursuant to Resolution No. 1998 - 9 approved by the Planning Board of Willingboro Township on August 10, 1998.

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

WITNESS OR ATTEST:



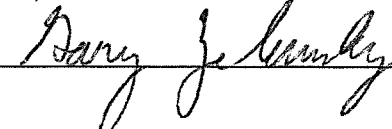
(SEAL)



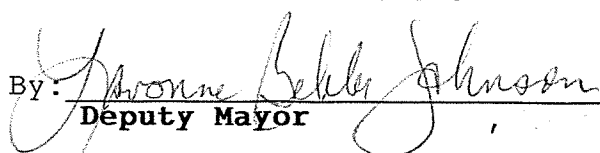
Clerk

(SEAL)

COMCAST CABLEVISION OF BURLINGTON COUNTY, INC.

By: 

TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO

By:   
Deputy Mayor

STATE OF NEW JERSEY )

:SS

COUNTY OF BURLINGTON )

I CERTIFY that on \_\_\_\_\_, 1998, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) He/She is the Township Clerk of the Township of Willingboro, the corporation named in this Agreement;

(b) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is \_\_\_\_\_, the Mayor of Willingboro Township.

(c) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;

(d) He/She knows the proper seal of the Township which was affixed to this Agreement;

(e) He/She signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
, Clerk

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON )

:ss

I CERTIFY that on 9-2, 1998, Gary Zelamsky personally came before me and acknowledged under oath, to my satisfaction, that each person:

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

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Sworn and subscribed before me on this 2nd day of September, 1998.

*C E Taylor*

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**CHARLES E. TAYLOR**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 23, 2001

STATE OF NEW JERSEY )

: SS

COUNTY OF BURLINGTON )

I CERTIFY that on 9-2, 1998, Kevin R. Smith personally came before me and acknowledged under oath, to my satisfaction, that:

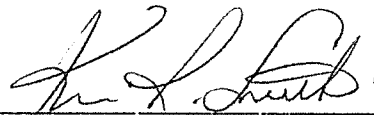
(a) this person is the General Manager ~~secretary~~ of  
, the corporation named in this document;

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

<sup>Vice</sup>  
(c) This document was signed and delivered by the corporation as its voluntary act duly authorized by ~~a proper resolution of its Board of Directors;~~ all necessary corporate action. *KRF*.

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

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



~~Secretary~~ General Manager

Sworn and subscribed before me on this 2nd day of September, 1998.



CHARLES E. TAYLOR  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 23, 2001