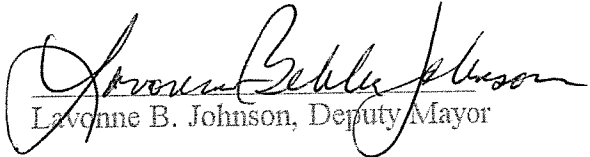


RESOLUTION NO. 1998 - 139


WHEREAS, the Township Council of the Township of Willingboro has requested that the Township Engineer review and update certain needs of the township involving Road Resurfacing, 1998 Drainage and 1998 Concrete Repair, and

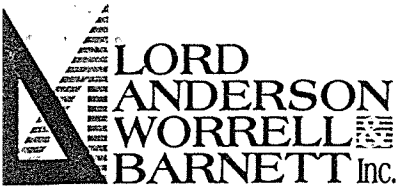
WHEREAS, a report was filed by the Township Engineer on August 24, 1998.

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 Township Engineer's recommendations be accepted as stated in his report of August 24, 1998, and that said report be spread upon the minutes of this meeting.


Lavonne B. Johnson, Deputy Mayor

Attest:


Marie Annese, Deputy Twp. Clerk
Forms- Res-Recm.doc



To Council
8/24/98

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 24, 1998

Robert W. Lord, PE & LS, PP
Raymond L. Worrell, II, PE & LS, PP
Thomas J. Miller, PE & PP
Jeffrey S. Richter, PE & PP

Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Attention: Norton N. Bonaparte, Jr., Manager

RE: Capital Road Improvements
Willingboro Township
LAWB Project No. 98-39-10

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
Levin J. Webb, PE

Dear Mr. Bonaparte:

In accordance with the approved appropriations under the Capital Budget, I recommend the following:

1. Road Resurfacing:

The roads resurfaced under this contract to be as follows:

Ronald J. DeFelicis, Jr., CLA
Jordan L. Lenher, LS
Theresa C. McGettigan, CLP
Dwain R. Ruble, LS
Surbachan Sethi, PE
Gary Zube, LS
Consultant
Kenneth Anderson, PE & LS, PP

	<u>Length</u>
A. Toledo Lane	3,300 Ft.
B. Rittenhouse Drive	1,900 Ft.
C. Manakin Place	310 Ft.
D. Glenview Lane	3,800 Ft.
E. Hawthorne Lane	1,080 Ft.
F. Brooklawn Drive	2,650 Ft.
G. Tempo Lane	460 Ft.
H. Tobin Court	435 Ft.
I. Gentry Lane	1,050 Ft.
J. Plumtree Lane	2,950 Ft.
K. Millbrook Drive	5,050 Ft.
L. Windover Lane	?

2. 1998 Drainage:

The roads where under-drains are to be placed to be as follows:

- A. Harwick Lane
- B. Harrington Lane
- C. Messenger Lane

The total length of underdrains to be installed is 4,200 linear feet. The restoration required for this installation will include the repair of nine (9) storm sewer inlets, 504 SY of 6" R.C. driveway aprons, and 1,224 LF of concrete curb.

3. 1998 Concrete Repair Project

This project consists of repairs to concrete sidewalk blocks, H.C. ramps, aprons and curb. Various repairs on the following roads to be as follows:

		<u>Miscellaneous</u>
A.	Raeburn Lane	Barnwell Lane
B.	Primrose Lane	Eastern Lane
C.	Pine Street	Earnshaw Lane
D.	Rittenhouse Drive	Eastbrook Lane
E.	Rose Street	Eddington Lane
F.	Meribrook Circle	Edgley Lane
G.	Meadowlark Lane	Edison Avenue
H.	Merion Lane	Elderberry Lane
I.	Meadowbrook Lane	Empire Lane
J.	Salem Road	Gardenbrook Lane
		Garver Lane
		Genessee Lane
		Garnett Lane
		Gilman Lane
		Godwin Lane
		Melbourne Lane
		Millbrook Lane
		New Castle Lane
		New Coach Lane
		Nottingham Drive
		Parson Lane
		Pebble Lane
		Peppermint Lane
		Parkside Circle
		Strirup Lane

These projects are scheduled to begin in early fall.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.



Carl A. Turner, PE
Willingboro Township Engineer

CAT:wm

cc: Harry McFarland, Superintendent – Public Works
Harry Killian, Executive Director – WMUA
Joseph Caruso, PE, Burlington County Engineer
Charles Orth, Manager - PSEG

RESOLUTION NO. 1998 - 140

A RESOLUTION AUTHORIZING THE AWARD OF
BID FOR 1998 CONCRETE REPAIR PROJECTS.

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

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

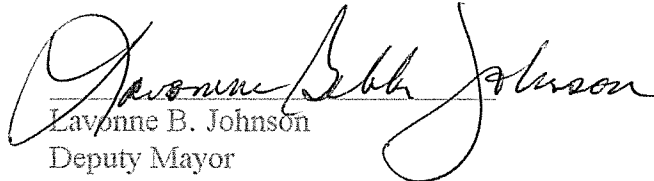
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Associated Contractors and Consultants, PO Box 857, Newfield, New Jersey 08344 for \$94,711.00, and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of September, 1998, that the bid be accepted as per the attached recommendation from the Engineer; and

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


Lavonne 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 --~~xxx not~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Associated Contractors and Consultants, PO Box 857, Newfield, N. J. 08344 :

for 1998 Concrete Repairs

The money necessary to fund said contract is in the amount of \$ 94,711.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 1998 Capital . These funds are not being certified as being available for more than one pending contract. *04.0598 01*



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



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

September 8, 1998

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

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

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

Re: Recommendation of Award
1998 Concrete Repairs Project
Willingboro Township
LAWB File No. 98-39-33

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

Barry S. Dirkin
Mark E. Malinowski, PE
Shvin G. Patel, PE

Earl A. Turner, PE
Kevin J. Webb, PE

Ronald J. DeFelicis, Jr., CLA
Gordon L. Lenher, LS
Theresa C. McGettigan, CLP

Dwain R. Ruble, LS
Nurbachan Sethi, PE
Gary Zube, LS

Consultant
Kenneth Anderson, PE & LS, PP

Dear Council Members:

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled 1998 Concrete Repairs Project. The tasks covered in the above referenced text have been authorized under 1998 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis with a Not-To-Exceed Value of \$94,711.00 is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various concrete repairs involving sidewalk, aprons, and curbs throughout the Township of Willingboro. Contract documents were purchased directly from LAWB by four (4) vendors.

A. Scope of Work:

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

- Reconstruction of existing 4" thick concrete sidewalk
- Reconstruction of existing 6" thick wire reinforced concrete sidewalk
- Reconstruction of existing 6" thick wire reinforced driveway aprons
- Reconstruction of concrete curb, both vertical and rolled
- Reconstruct 4" sidewalk with gas valve (G.V.)
- Installation of Dense Graded Aggregate, IAWD

B. Bid Solicitation:

A solicitation notice was placed in the BCT for concrete reconstruction work to be performed on various streets throughout the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on August 24, 1998.

All bids were due in the Township Clerk's Office no later than 10:00 AM on September 3, 1998. All four vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Peter Giancola & Sons
- Sullivan and Piglicelli, Inc.
- Associated Contractors and Consultants
- Mimco Contracting Co., Inc.

All submitted proposals met the time and delivery criteria.

C. Price Analysis/Justification:

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

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Associated Contractors and Consultants, Inc. submitted the low bid in the amount of \$94,711.00. A summary of the four bids received is as follows:

Peter Giancola & Sons, Inc.	\$100,153.50
Sullivan and Piglicelli, Inc.	\$129,975.00
Associated Contractors and Consultants	\$94,711.00
Mimco Contracting Co., Inc.	\$109,601.00

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$95,185.50. Only one of the bids submitted was lower than the LAWB Engineering estimate. Two of the bids were within 1% of each other and the LAWB estimate. Only one bid submitted was considered out of range being 27% higher.

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

D. Responsibility

A reference inquiry of Associated Contractors and Consultants was made by LAWB. This inquiry was limited to reference verifications in addition to bond and surety submission.

The following four references were contacted:

- Remmington & Vernick Engineers
- Key Engineers
- Southern Industrial Sand
- Borough of Woodstown

Based on the references contacted, LAWB determines Associated Contractors and Consultants responsible.

E. Recommendation:

In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

LAWB recommends the award of a fixed price construction type contract with Not – to – Exceed dollar obligation of \$94,711.00 to Associated Contractors and Consultants, for the scope of work mentioned herein. Associated has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE
Willingboro Township Engineer

Enclosure

CAT:CJB:cjb

cc: Norton N. Bonaparte, Jr., Township Manager

CARL\SEP\CONCAWARD03.DOC(98)

BID TABULATION SHEET
1998 CONCRETE REPAIRS PROJECT
TOWNSHIP OF WILLINGBORO
SEPTEMBER 3, 1998 AT 10:00 AM
LAWB FILE NO. 98-39-33

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		PETER GIANCOLA & SONS, INC.		SULLIVAN AND PIGLICELLI, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Reconstruct 4" Sidewalk	1191	SY	\$47.50	\$56,572.50	\$49.50	\$58,954.50	\$55.00	\$65,505.00
2	Reconstruct 6" Sidewalk	175	SY	\$52.00	\$9,100.00	\$59.00	\$10,325.00	\$100.00	\$17,500.00
3	Reconstruct 6" R. C. Drive Apron	194	SY	\$52.00	\$10,088.00	\$59.00	\$11,446.00	\$110.00	\$21,340.00
4	Concrete Curb	591	LF	\$20.00	\$11,820.00	\$18.00	\$10,638.00	\$30.00	\$17,730.00
5	4" Sidewalk w/Gas Valve	118	SY	\$47.50	\$5,605.00	\$55.00	\$6,490.00	\$50.00	\$5,900.00
6	Dense Graded Aggregate	100	CY	\$20.00	\$2,000.00	\$23.00	\$2,300.00	\$20.00	\$2,000.00
					\$95,185.50		\$100,153.50		\$129,975.00

ITEM	DESCRIPTION	QUANTITY	UNIT	ASSOC. CONTRS. & CONSULTANTS		MIMCO CONTRACTING CO., INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Reconstruct 4" Sidewalk	1191	SY	\$47.00	\$55,977.00	\$54.00	\$64,314.00
2	Reconstruct 6" Sidewalk	175	SY	\$50.00	\$8,750.00	\$60.00	\$10,500.00
3	Reconstruct 6" R. C. Drive Apron	194	SY	\$50.00	\$9,700.00	\$60.00	\$11,640.00
4	Concrete Curb	591	LF	\$22.00	\$13,002.00	\$25.00	\$14,775.00
5	4" Sidewalk w/Gas Valve	118	SY	\$49.00	\$5,782.00	\$54.00	\$6,372.00
6	Dense Graded Aggregate	100	CY	\$15.00	\$1,500.00	\$20.00	\$2,000.00
					\$94,711.00		\$109,601.00



TELECON: Key Engineer's

DATE: 9/8/98

BY: Chris Bouffard

WITH: Greg Evans

TITLE: Project Manager CO.: Key Engineer's PHONE: 767-6111

RE: Willingboro, 1998 Concrete Repairs Project – LAWB File No.: 98-39-33

NAME OF PROJECT/LOCATION

Audubon H.C. Ramps

COST OF PROJECT (Bid)

A. Change Orders?

1. Initiated by whom? Owner/Subcontractor **No problems with contractor initiating changes.**

B. Final Project Cost: **\$120,000.00**

NATURE OF PROJECT

A. Similar to Project Proposed. **Sidewalk/handicapped con/recon.**

B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

A. Was the equipment sufficient to meet schedule? **Schedule and manpower requirements were met. Workmanship was good.**

B. Was the manpower sufficient to meet schedule?

DID THEY MEET SCHEDULE

A. Liquidated Charges Implemented? **None.**

B. Claims Filed? **None.**

C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?



TELECON: Remington & Vernick Engineers

DATE: 9/8/98

BY: Chris Bouffard

WITH: Dante Silvestro

TITLE: Inspector CO.: Remington & Vernick PHONE: 795-9596

RE: Willingboro, 1998 Concrete Repairs Project – LAWB File No.: 98-39-33

NAME OF PROJECT/LOCATION

Chews Landing Road, Gloucester Township - Remove and install concrete sidewalks, curbs and driveway aprons. Cetaline hills.

COST OF PROJECT (Bid)

A. Change Orders?

1. Initiated by whom? Owner/Subcontractor **Information not available, contact was in the field.**

B. Final Project Cost: **\$30,370.00.**

NATURE OF PROJECT

A. Similar to Project Proposed. **Total of three different projects all involving concrete curb, sidewalk and driveway apron construction and reconstruction.**

B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

A. Was the equipment sufficient to meet schedule? **Manpower and equipment were sufficient to finish early and workmanship was good.**

B. Was the manpower sufficient to meet schedule?

DID THEY MEET SCHEDULE

A. Liquidated Charges Implemented? **No.**

B. Claims Filed? **No.**

C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?



TELECON: Southern Industrial Sand

DATE: 9/8/98

BY: Chris Bouffard

WITH: Kelly Elsworth

TITLE: Project Manager CO.: Southern Industrial Sand PHONE: 629-4550

RE: Willingboro, 1998 Concrete Repairs Project – LAWB File No.: 98-39-33

NAME OF PROJECT/LOCATION

Merchantville – Install concrete curbs, sidewalks, driveway aprons, gutters and concrete road base.

COST OF PROJECT (Bid)

A. Change Orders?

1. Initiated by whom? Owner/Subcontractor. **No problems with changes.**

B. Final Project Cost: **\$107,000.00**

NATURE OF PROJECT

A. Similar to Project Proposed. **Major sidewalk construction/reconstruction.**

B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

A. Was the equipment sufficient to meet schedule? **Yes.**

B. Was the manpower sufficient to meet schedule? **Yes, workmanship was good.**

DID THEY MEET SCHEDULE

A. Liquidated Charges Implemented? **No.**

B. Claims Filed? **No.**

C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?



TELECON: Borough of Woodstown

DATE: 9/8/98

BY: Chris Bouffard

WITH: Mike DeMarcantonio

TITLE: Director of Public Works CO.: Borough of Woodstown PHONE: 769-2200

RE: Willingboro, 1998 Concrete Repairs Project – LAWB File No.: 98-39-33

NAME OF PROJECT/LOCATION

Borough of Woodstown – Installation of curbs, sidewalks and gutters.

COST OF PROJECT (Bid)

A. Change Orders?

1. Initiated by whom? Owner/Subcontractor. **No problems with changes.**

C. Final Project Cost: **\$257,378.00**

NATURE OF PROJECT

A. Similar to Project Proposed. **Yes, sidewalk construction/reconstruction.**

B. Different than Project Proposed.

MANPOWER AND EQUIPMENT

A. Was the equipment sufficient to meet schedule? **Yes, only delay was caused by utility company.**

C. Was the manpower sufficient to meet schedule? **Yes, provided and followed schedule.**

DID THEY MEET SCHEDULE

A. Liquidated Charges Implemented? **No.**

B. Claims Filed? **No.**

C. If Project Schedule was not met, were they amendable in increasing manpower and equipment?

TOWNSHIP OF WILLINGBORO

Resolution 1998 - 141

A Resolution of the Township Council of the Township of Willingboro Regarding the Assignment of Voting Machines for Use Within the Township of Willingboro

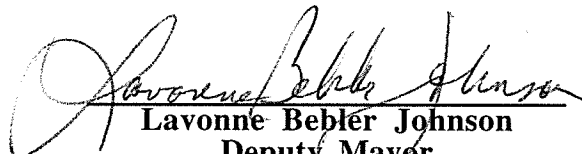
Whereas, the right of citizens to vote and to elected their governmental officials is dependent on the reliability of the voting machines used in each election district, and

Whereas, the Willingboro Township Council has observed frequent problems with the operation of the voting machines assigned to the Township of Willingboro ranging from machines jamming, curtains not closing properly, electrical sparking and culminating in the failure to record essential votes in the 1997 General Election which resulted in the election of a member of the General Assembly being set aside, a machine failure which did not occur in other Burlington County municipalities, and

Whereas, the Township Council of the Township of Willingboro is very concerned that the repeated use of malfunctioning voting machines in Willingboro election districts jeopardizes the votes being cast by the residents of Willingboro,

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 Burlington County Superintendent of Elections is hereby requested to test each of the voting machines to be assigned to the Township of Willingboro in advance of the General Election to be held on November 3, 1998, and for all future elections and to be replaced if not operating safely and reliably, and

Be It Further Resolved, that certified copies of this Resolution shall be provided to the Burlington County Superintendent of Elections, the Burlington County Election Board, the New Jersey Secretary of State and the New Jersey Attorney General for their information and attention.


Lavonne Bebler Johnson
Deputy Mayor

The foregoing Resolution is certified to be a true copy of the original Resolution adopted by the Willingboro Township Council at a public meeting held on September 29, 1998.



Marie Annese
Deputy 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.


October 8, 1998

Mr. John W. Sacca, Jr.
Superintendent of Elections and
Commissioner of Registrations
755 Eayrestown Road
P.O. Box 6000
Mount Holly, New Jersey 08060

Dear Mr. Sacca:

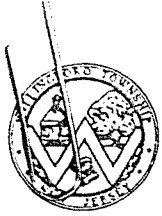
Enclosed is a copy of Resolution No. 141-1998, adopted by
Willingboro Township Council at their meeting of September 29,
1998.

Sincerely,


Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb



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.

October 8, 1998

Election Board
County Office Building
49 Rancocas Road - Bldg. G22
Mount Holly, New Jersey 08060

Dear Sir/Madam:

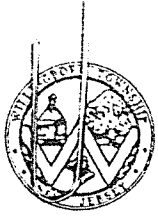
Enclosed is a copy of Resolution No.141-1998, adopted by Willingboro Township Council at their meeting of September 29, 1998.

Sincerely,


Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb



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 8, 1998

Mr. Daniel J. Dalton
Secretary of State
Department of State
CN - 300
Trenton, New Jersey 08625

Dear Mr. Dalton:

Enclosed is a copy of Resolution No. 141-1998, adopted by Willingboro Township Council at their meeting of September 29, 1998.

Sincerely,


Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb



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 8, 1998

Department of Law and Public Safety
Attorney General
Justice Complex
CN - 081
Trenton, New Jersey 08625

Dear Sir:

Enclosed is a copy of Resolution No. 141-1998, adopted by Willingboro Township Council at their meeting of September 29, 1998.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb

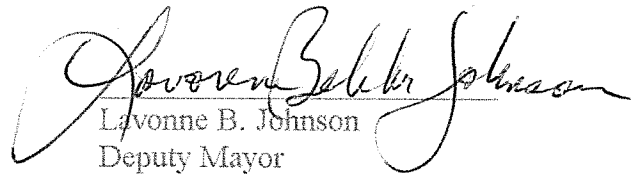
Resolution No. 1998 - 142

A RESOLUTION AUTHORIZING THE ANNUAL
1998 TAX SALE.


WHEREAS, it is the desire of the Tax Collector of the Township of Willingboro to conduct the 1998 annual tax sale of prior year delinquent taxes, assessments, municipal utility charges and other municipal charges; and

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

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

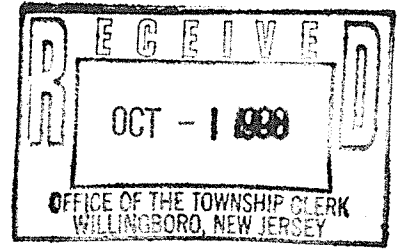

Lavonne B. Johnson
Deputy Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO



DATE: October 1, 1998
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs
SUBJECT: Tax Sale Resolution

The new regulations governing the tax sale suggest that the Township Council approve a resolution authorizing the Tax Sale. This is a change from previous years when no Resolution was required.

Attached is the Resolution for Council consideration.

C. Rhoda Lichtenstadter

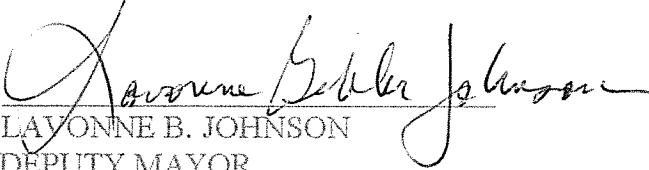
RESOLUTION NO. 1998-143
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of October, 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.


LAYONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WOODEN, ERNEST & PAULINE 10075 N.W. 62ND ST. PARKLAND, FL. 33076 BLOCK 240 LOT 8 125 BAYBERRY LANE OVERPAYMENT TAXES	29.95
FLEET MTG. GROUP PO BOX 100563 FLORENCE, S.C. 29501-0563 BLOCK 334 LOT 31 27 PERENNIAL LANE OVERPAYMENT TAXES	51.25
CTL TITLE INS. AGENCY, INC. 10 FOSTER AVENUE SUITE 3A GIBBSBORO, N.J. 08026 BLOCK 611 LOT 6 18 HEPBURN LANE OVERPAYMENT TAXES	40.40
WILLA M. SIAO-PAO 4 RICHMOND PLACE BLOCK 902 LOT 30 4 RICHMOND PLACE VETERAN DEDUCTION	50.00
NORWEST MTG. INC. PO BOX 4157 FREDERICK, MD. 21705-9951 BLOCK 515 LOT 20 33 MARINER LANE OVERPAYMENT TAXES	55.34
BARRY L. & LYDIA MYERS 76 WEST BROOK DRIVE MOORESTOWN, N.J. 08057 BLOCK 1119 LOT 17 20 TWIG LANE OVERPAYMENT TAXES	645.42

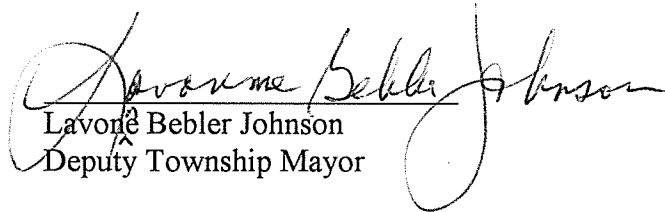
Resolution 98-144

WHEREAS, the Township Council of the Township of Willingboro has received proposals for the provision of regional, intra- and interstate telephone services; and


WHEREAS, it appears to be in the best interest of the Township to accept the proposal of Xtel Communications Incorporated, Marlton, New Jersey,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of New Jersey, assembled in public session this sixth day of October, 1998, that the proposal be accepted as noted in the attached documents and recommendations, and

BE IT FURTHER RESOLVED, that the Deputy Township Mayor or the Township Manager be authorized to sign an agreement with Xtel Communications Incorporated, Marlton, New Jersey, for the provision of regional, intra- and interstate telephone services.


Lavone Bebler Johnson
Deputy Township Mayor

Attest:


Rhoda Lichtenstadter, RMC
Township Clerk

Township of Willingboro

Memorandum

To: Norton N. Bonaparte, Jr., Township Manager
 From: Denise M. Rose, Deputy Township Manager
 Date: March 30, 1998
 Re: Regional, Intra- and Interstate Telephone Companies

Douglas Sartor, Deputy Finance Director have met with several Communication companies to discuss providing regional, intra- and interstate telephone services to the Township. The following companies submitted unsolicited rate proposals.

Comcast Communications
 Network MCI
 Xtel Communications Incorporated

Bell Atlantic currently provides regional and intrastate calling and AT&T provides interstate calling service to the township.

The following rate were submitted, based on a two-year agreement

Rates per minute	Current ATT& Bell	Comcast	MCI	Xtel
Regional	0.0888	0.0790	0.0700	0.0600
Intrastate	0.1068	0.0790	0.0750	0.0730
Interstate	0.2787	0.0850	0.1500	0.0900

The following chart details the average minutes per month used by the township, current average cost and projected average costs by carrier as well as the estimated average savings per month.

	Average minutes per month	ATT& Bell	Comcast	MCI	Xtel
Regional	8,829.00	\$784	\$697	\$618	\$530
Intrastate	2,057.20	\$220	\$163	\$154	\$150
Interstate	3,522.10	\$982	\$299	\$528	\$317
Total cost	14,408.30	\$1,985.33	\$1,159.39	\$1,300.64	\$996.90
Average monthly savings			\$825.95	\$684.70	\$988.43

Note: Calculation may not total due to spreadsheet rounding.

Each of the companies that submitted price quotes has offered the township the option of entering into an annual agreement for up to two years. A two-year agreement offers additional savings in the form of one to two month of free service annually. It also locks in the rates. In addition a two-year agreement would allow the township to receive its billing on disk and pay electronically.

This would save the township significant administrative costs in the form of paper processing, employee time, and storage space. The billing would be broken down by telephone number but would appear on one bill with one payment. Bell Atlantic and AT&T provide separate bills by telephone number. This amounts to about 24 separate bills and payments. The combined bills are about eight inches thick and unwieldy to work with or store.

The following chart details the annual costs and savings based on a two-year agreement:

Annual costs with two year agreement	ATT& Bell Zero Free months	Comcast One free month	MCI Two free months	Xtel 0 free months
Regional	\$9,408.18	\$7,672.40	\$6,180.30	\$6,356.88
Intrastate	\$2,636.51	\$1,787.71	\$1,542.90	\$1,802.11
Interstate	\$11,779.31	\$3,293.16	\$5,283.15	\$3,803.87
Total cost	\$23,824.00	\$12,753.27	\$13,006.35	\$11,962.86
Average annual savings		\$11,070.73	\$10,817.65	\$11,861.15

Note: Calculation may not total due to spreadsheet rounding.

The Xtel Communication Inc. provided several municipal references that included Medford and Cherry Hill. Doug Sartor spoke with the Finance Directors and the accounts payable clerks of all of the communities. They all reported complete satisfaction with the services and the savings provided by Xtel, of particular note were the companies understanding of municipal payment cycles and a willingness to work with in those constraints. As you know the township has experienced some difficulties with telephone companies' payment and penalty schedules due to the state's bill approval process. Generally, they want the bills paid within fifteen days or they will impose penalties and turn-off the service. Municipal payments generally take a minimum of 30 days and a maximum of 60 days. Thus the township's finance department is constantly attempting to deal with the companies in order to maintain service and avoid penalties.

Based on the cost, level of service offered and references, we recommend that the Township enter into a two-year agreement with Xtel for the provision of regional, intrastate and interstate telephone services.

I have attached a Resolution for Township Council's consideration.

UPDATE – October 6, 1998 – Based on the advice of the Township Solicitor, I contacted Bell Atlantic and AT&T to request updated rate proposals. This was done in May, August and September to date I have not received a response to my request.

RESOLUTION NO. 1998 - 145

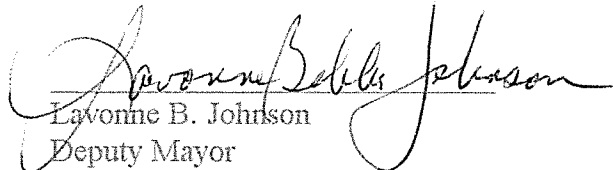
A RESOLUTION REFUNDING ESCROW MONEY TO
APPLICANTS OF PLANNING AND/OR ZONING BOARDS.

WHEREAS, an examination of Planning and Zoning escrow accounts has occurred and it has been decided that these moneys should be refunded, returned to the Applicant as detailed below.

<u>Applicant</u>	<u>Refund to Applicant</u>
Earl Bradford, 38 Gainscott Lane Zoning Board # 3, 1998 / Complete	\$ 50.00
Etta Garrett, 33 Hadley Lane Zoning Board #4, 1998 / Complete	\$ 50.00
Joginder Kundra, 248 Pennypacker Drive Planning Board #5, 1998 / Withdrawn	\$ 250.15
Lisiewski Group, Senior Citizen Planning Board #1, 1996 Ownership / Project Transferred	\$ 121.68
TOTAL	<u>\$ 471.83</u>

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6th day of October, 1998, that the above unused escrow moneys be refunded to the Applicants as indicated and the accounts closed.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Treasurer and to the Planning and Zoning Boards for their information.


Lavonne B. Johnson
Deputy Mayor

Attest:



Rhoda Lichtenstadter, RMC

/ma Forms- Res-Ref.doc

RESOLUTION NO. 1998 - 146

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

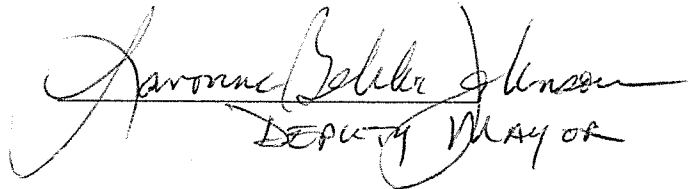
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Oct. 6, 1998, that an Executive Session closed to the public shall be held on Oct. 6, 1998, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


DEPUTY MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. , 1998 - 147

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:

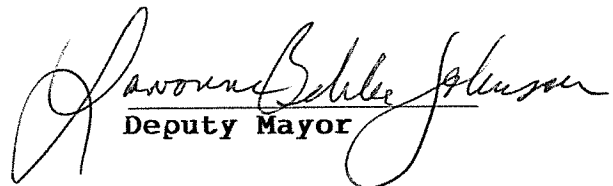
- (7) Matters relating to Litigation, Negotiations and the Attorney Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 Oct 17, 1998, that an Executive Session closed to the public shall be held on Oct 17, 1998, at 12:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific item(s) 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.

Attest:


Marie Annese, Deputy Twp. Clerk


Deputy Mayor

RESOLUTION NO. 148 1998

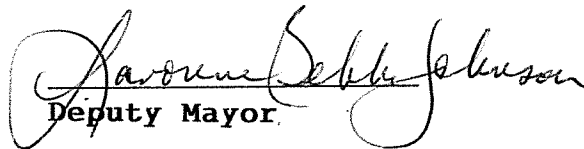
WHEREAS, by Resolution No. 7, 1998, Willingboro Township Council established meeting dates, times and places; and

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 17th day of Oct., 1998 that the list of meeting dates be amended as follows:

**ADD MEETING - SATURDAY, NOV. 14, 1998
at 9:30 A.M.**

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


Deputy Mayor

ATTEST:


Deputy Township Clerk

RESOLUTION NO. 1998 - 149

A RESOLUTION AUTHORIZING THE AWARD OF
A BID FOR FLOORS IN FIRE STATIONS 161,162,163.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Floor Coverings at Fire Stations, 161, 162 and 163; and

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

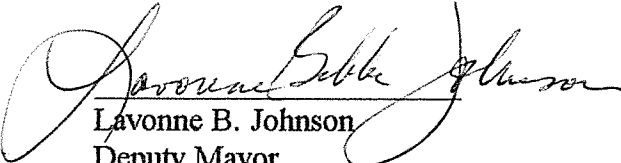
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Ponns Specialty Coating Contractors, Essington, Pa. for \$60,860.00; and

WHEREAS, the bid for the aboved has been found to be correct and satisfactory both in form and in content; and

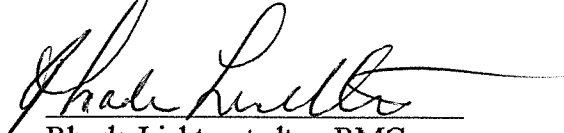
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of October, 1998, that the bid be accepted as per the attached recommendations from the Board of Fire Commissioners; and

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


Lavonne B. Johnson
Deputy 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

Penns Specialty Coating Contractors
Essington, PA.
Floors - Fire Stations - 161, 162, 163

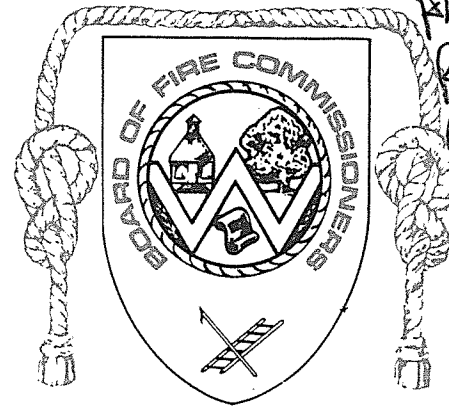
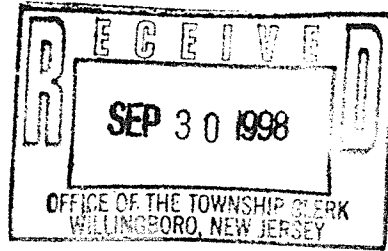
The money necessary to fund said contract is in the amount of \$ 60,860.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number CAP-98-. These funds are not being certified as being available for more than one pending contract.

04-0598-B3 55,000
04-0589-B101 5,860


Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

township of Willingboro



To: Denise Rose
Willingboro Asst. TWP Manager

From: Norm Cheeseman
Chairman Willingboro
Board of Fire Commissioners

Subj: Awarding of Bid for Floor Covering At Willingboro Fire Sta. 161,162, and 163

At a special meeting of The Board of Fire Commissioners it was voted to recommend to the TWP council to award the bid to replace the engine bay floor covering at Willingboro fire sta. 161,162,163, to **PONNS** Special Coating Contractors of Essington, Pa. This company is the second lowest bidder. At a price of \$60,860.00. ✓

The low bidder was Criterion floor covering at a price of \$49,972.00. This Company failed to submit a Bid Bond & Certificate of Consent of Surety.

The amount of money allotted for this project is \$55,000. It is proposed by the Board of Fire Commissioners that the additional \$5,860.00 be taken from Capital money left from Refurbish of Fire Sta. 162 Line 04-0589-B101 There is \$10,646.00 In this account.

Norm Cheeseman

Norm Cheeseman
Chairman, Willingboro Board
of Fire Commissioners

CC: Council, Mgr. & Solicitor
Mr. McFarland & TWP. Clerk

RESOLUTION NO. 1998 - 150

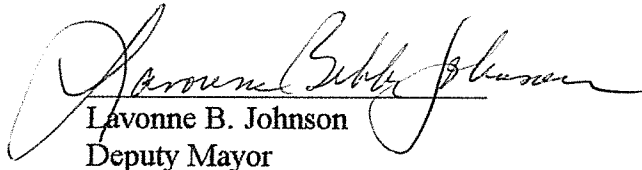
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CARL TURNER RELATIVE TO INSPECTION SERVICES.

WHEREAS, the need exists for Engineering and Inspection services relative to 1998 Roadway, Concrete and Drainage projects and other municipal improvements; and

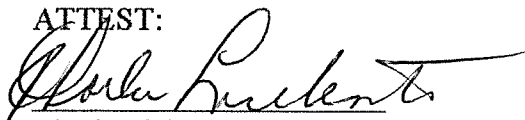
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq) requires that a resolution authorizing the award of contract for professional services without competitive bids and the contract itself must be available for public inspection:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of October, 1998 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Carl Turner, of the firm of Lord, Anderson Worrell and Barnett, in an amount not to exceed \$280,000.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.


Lavonne B. Johnson
Deputy Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk



More than a Civil Engineering Firm

To County 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

July 7, 1998

Denise Rose, Deputy Township Manager
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

RE: 1998 Capital Budget
LAWB File No. 98-39-10

Dear Ms. Rose:

In accordance with your request, and based on the approved Willingboro Capital Budget for the 1998 fiscal year appropriating for roadway and concrete work:

- 1. Continuation of the original (5 year) proposed \$10,000,000.00 Roadway Rehabilitation Program.
Appropriated budget: \$1,000,000
- 2. Continuation of annual concrete sidewalk and curb repair project.
Appropriated budget: \$100,000
- 3. Initiation of a drainage system rehabilitation program.
Appropriated budget: \$250,000

280,000.00

The total appropriated Capital construction budget is \$1,350,000.

Please note that a request is made for drainage repair funding for this budget year. We feel that this amount, in addition to the funding committed for years 1997, 1996 and 1995, will be sufficient to accomplish the projects we are currently aware of as being in need of attention.

Our Professional service fee request for the above noted items is as follows:

- 1. Roadway Rehabilitation engineering and inspection: \$200,000.00
- 2. Concrete sidewalk and curb repair engineering and inspection: \$50,000.00
- 3. Drainage System Rehabilitation: \$30,000

If you need any additional information relative to these budget figures, please call.

Very truly yours,
LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, PE
Willingboro Township Engineer

CT:wm
c: Norton Bonaparte, Jr., Township Manager

CARLVUL\CAPBUDG.WPD (98)

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

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

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

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

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

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

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

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 1998 - 150.

V EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

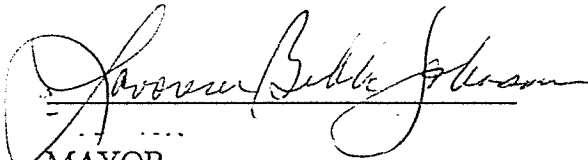
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other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

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

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

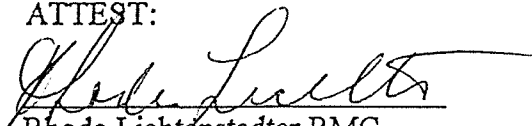
XII. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO


MAYOR

P.E. . .

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

10/20/98
DATE



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.

October 21, 1998


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

Dear Mr. Turner:

Enclosed is a copy of Resolution No. 150 adopted by Willingboro Township Council at their meeting of October 20, 1998 for a Professional Services Agreement with Carl A. Turner relative to 1998 Roadway, Concrete & Drainage Projects and other municipal improvements, along with 3 copies of the Agreement to be signed by you and return all 3 Agreements to this office and a fully executed copy will be sent to you.

Thank you.

Sincerely,


Rhoda Lichtenstadter, RMC
Township Clerk

Enclosures

/eb

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

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

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

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

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

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

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

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 1998 - 150.

V EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

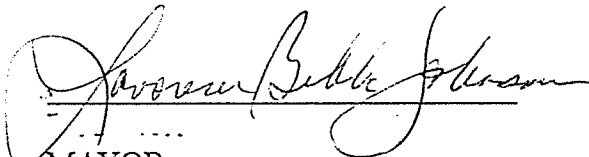
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other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

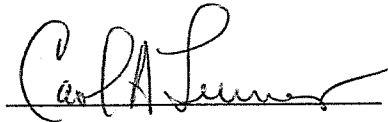
X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

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

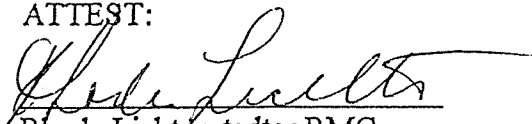
TOWNSHIP OF WILLINGBORO


MAYOR



P.E.

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

10/20/98
DATE

RESOLUTION NO. 1998 - 151

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

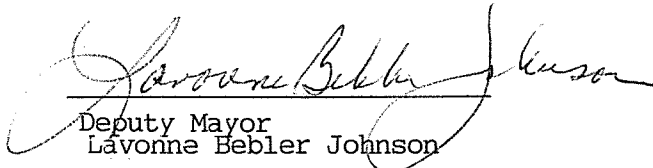
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Oct. 20, 1998, that an Executive Session closed to the public shall be held on Oct. 20, 1998, at 8:55 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.


Deputy Mayor
Laverne Bebler Johnson

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 152

A RESOLUTION OPPOSING PASSAGE OF HOME
BASED BUSINESS PROMOTION ACT BILL NO. A1112

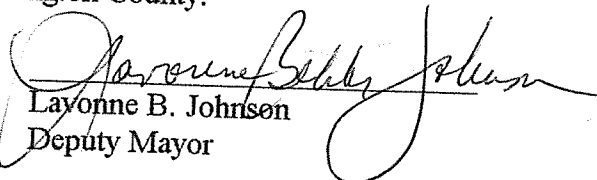
WHEREAS, on Monday, June 29, 1998 the General Assembly passed A-1112, The Home-Based Business promotion Act by a narrow margin of 41-23; and

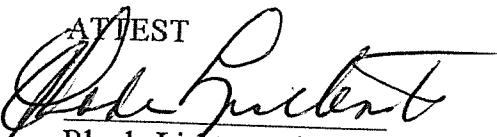
WHEREAS, despite a massive lobbying effort by various development business interests the Bill required a roll call vote in order to garner necessary 41 votes for passage; and

WHEREAS, though an improvement over previous versions of the Bill, the legislation A1112 continues to pose a threat to residential neighborhoods throughout the State as the Bill would

1. Allow any business activity to operate in any residential zone. Retail, Manufacturing, fabricating, assembly, industrial and service related businesses would be included among the permitted uses.
2. No provision to restrict or limit the number of business customers, invitees or guests which may frequent the business, except to vaguely limit "volume" to "what is customary for residential use in the neighborhood."
3. No provision to limit the area the business may take within the home.
4. Provides vague standards for enforcement which will prove difficult, if not impossible, to enforce.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 27th day of October, 1998 that strong opposition is expressed to the adoption of A1112 and the Township Clerk is directed to send a copy of this Resolution to Governor Whitman, our legislative representatives and the municipalities in Burlington County.


Layonne B. Johnson
Deputy Mayor

ATTEST

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 153

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A TAX EXEMPTION AND AGREEMENT FOR PAYMENTS IN LIEU OF TAXES FOR THE PROJECT KNOWN AS WILLINGBORO SENIOR HOUSING DEVELOPMENT REPLACING PRIOR RES. NO. 1998 - 47A.

WHEREAS, the Township has heretofore adopted on March 31, 1998 Resolution No. 1998 - 47A authorizing an Agreement between itself and Willingboro Community Senior Partners, L.P. a limited partnership. (the original applicant) for payment in lieu of taxes; and

WHEREAS, the original applicant has filed an Amended and Restated Limited Partnership Certificate changing its name to Willingboro Senior Urban Renewal Partners, L.P., a limited partnership being Limited-Dividend Entity, hereafter referred to as "Housing", there being no change in the ownership interests of the respective partners and therefore being accepted herein as the applicant replacing the original applicant; and

WHEREAS, Housing has submitted an application in the form required by the Long Term Tax Exemption Law, R.S. 40A:20-1 et seq., (hereinafter the "Law") to the Mayor of the Township and the Mayor has recommended to this governing body that the application be approved and that the Township enter into a Financial Agreement with Housing as contemplated by the law; and

WHEREAS, the application including the proposed Financial Agreement as submitted is attached to and made part of this Resolution; and

WHEREAS, the Township Council has and does make the findings as required by the Law as hereinafter set forth in this resolution; and

WHEREAS, Housing is undertaking development and thereafter management of one hundred and three mid-rise apartments for low and moderate income senior persons for families in need of shelter, and one superintendent's apartment, which development by providing such shelter to needy persons serves an important public purpose of benefit to all of the citizens of the Township; and

WHEREAS, the proposed project known as Willingboro Senior Housing Development (hereinafter referred to as the "Development" or the Housing) is to be constructed within the Township of Willingboro, County of Burlington and State of New Jersey, hereinafter sometimes referred to as the ("Township") on a site identified as Block 2, Lot 7.04 on the Tax Map of the Township of Willingboro, and more particularly described in accordance with the final site plan on file with the Township Clerk of the

Township Clerk of the Township of Willingboro, which plan was prepared by David V. Denton, P.E. and which is dated January 17, 1996, and which was granted final site plan and minor subdivision approval memorialized in Resolution No. 7 and 8 1996, adopted by the Planning board on May 13, 1996; and

WHEREAS, the Township Council of the Township of Willingboro hereby certifies that there is a need for this low and moderate income housing project in the Township; and

WHEREAS, the Housing will be subject to admission requirements and rental limits to assist affordability to low and moderate income families in accordance with state and federal laws and regulations and also limits on permissible profits and dividends pursuant to the Law and Financial Agreement being approved by this Resolution; and

WHEREAS, the Township has adopted a Redevelopment Plan dated April 1998 for the Route 130 Corridor area and the site to be developed by Housing is located in the Redevelopment Area and is consistent with and does effectuate and implement the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the Application of Housing be and the same is hereby approved and that the Financial Agreement attached hereto and made part hereof, be and is hereby approved; and

BE IT FURTHER RESOLVED THAT this Township Council finds that the Housing project constitutes a new source of revenue and that the Township does not anticipate the loss of any existing source of revenue, with the result that there is a positive benefit derived from granting payments in lieu of taxes to this project and the Township Council further finds that the provision of safe, sanitary and decent housing for senior citizens constitutes a public purpose and that it will lessen the burden on the Township Government and other public agencies that are called upon to provide services to these residents; and

BE IT FURTHER RESOLVED THAT this Township Council further finds that the Housing project provides an important resource for locating low and moderate income senior residents who otherwise could not afford safe, sanitary and decent housing and that the Financial Agreement approved in this Resolution is necessary to accomplish this purpose and that the benefits of reduced costs will be passed on to the low and moderate income residents under the admission policies and occupancy requirements that are to be maintained during the term of this Agreement; and

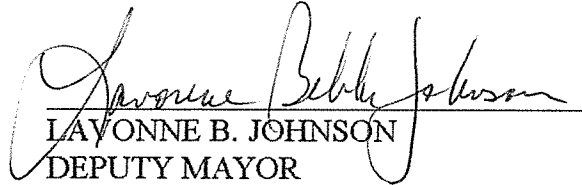
BE IT FURTHER RESOLVED THAT the Township Council understands and agrees that the amounts set forth in Schedule A subparts (c), (d) and (e) of the application are estimates only and that it may be necessary to make reasonable changes in the construction, maintenance and operation of the development to ensure the financial

integrity of the project, provided, however, that Housing shall meet and satisfy all the covenants contained in the Financial Agreement; and


BE IT FURTHER RESOLVED THAT, the Township Council does hereby adopt the within Resolution with the further intent and purpose that from the date of closing of title to Housing until substantial completion as defined in the Financial Agreement that the property will be exempt from Taxes and that on and after substantial completion, Housing shall make payments to the Township of an annual service charge for municipal services in such amount as is set forth in the Agreement between the Township and the Applicant attached hereto as Schedule A (f) and during such period the land taxes shall continue to be assessed but that payment thereof shall be credited toward the annual service charge; and

BE IT FURTHER RESOLVED THAT the development is consistent with the Redevelopment Plan and its accompanying Zoning Ordinance and does implement the Redevelopment Plan; and

BE IT FURTHER RESOLVED THAT the Mayor and Clerk are authorized and directed to execute, on behalf of the Township the Financial Agreement for Payments in Lieu of Taxes, subject to changes as to form satisfactory to the Township Attorney.


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Financial Agreement Between The Township of Willingboro,
New Jersey and Willingboro Senior Urban Renewal Partners, L.P.,
pursuant to the Long Term Tax Exemption Law
N.J.S.A. 40A:20-1 et seq.

This Financial Agreement ("Agreement" or "this Agreement") is entered into this 27 day of Oct, 1998 by and between the Township of Willingboro, New Jersey (the "Township") and Willingboro Senior Urban Renewal Partners, L.P., a partnership organized under the limited partnership laws of New Jersey ("Housing").

WITNESSETH:

WHEREAS, Housing is undertaking development and thereafter management of one hundred and four mid-rise apartments, (the Housing Project) for low/moderate income senior persons or families in need of shelter, which development by providing such shelter to needy persons serves an important public purpose of benefit to all of the citizens of the Township; and

WHEREAS, the Township has heretofore entered into an Agreement between itself and Willingboro Community Senior Partners, L.P. a limited partnership, designated as Sponsor, dated March 31, 1998 ("the original Agreement"); and

WHEREAS, the sponsor has filed an Amended and Restated Limited Partnership Certificate changing its name to Willingboro Senior Urban Renewal Partners, L.P. there being no change in the ownership interests of the respective partners, it being the purpose and intent of Housing hereafter to obtain investors as limited partners in the project under Section 42 of the Internal Revenue Code and the Township does acknowledge and accept the change in name or the securing of investor limited partners and the contemplated

replacement of the current limited partner with investor limited partners at a future date as not altering and modifying any resolutions or other agreements between the parties, and

WHEREAS, the Housing Project has not yet commenced construction as of the date hereof and the Township and Housing have agreed on this Agreement for Payment in Lieu of Taxes as a substitute for the original Agreement to provide for exemption from property taxes on the improvements composing the Housing Project; and

WHEREAS pursuant to this Agreement, the Township shall impose upon Housing an annual service charge as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Controlling Law. This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. as that law is currently amended and may be hereafter amended ("the Law"). Housing and the Township shall at all times prior to the expiration or other termination of this Agreement remain bound by all of the provisions of the Law and any amendments or supplements thereto. It is expressly understood and agreed that the Township relies upon the facts, data and representations contained in the Application (referred to in this Agreement as Schedule A), this Agreement being attached hereto and incorporated herein as Schedule A(f) as part of the Application.

2. Legal Basis for Agreement. The Township has granted by

Resolution 1998-47A adopted March 31, 1997 (the original Resolution), and thereafter by an updated Resolution 1998 ____ adopted October 27, 1998, (the final Resolution) and does hereby grant its approval for the Housing project whose nature, magnitude and description are disclosed in the attached Application. The Housing Project is built on the land described in the Application, commonly known on the Official Tax Map and minor subdivision approval of the Township as Block 2, Lot 7.04. The parties hereto further acknowledge that pursuant to the original Resolution, they have entered into the original Agreement and that this Agreement does and shall substitute for and replace the original Agreement.

3. Project Approval. Approval hereunder is granted to Housing to undertake the Housing Project pursuant to the Redevelopment Plan on the lands described above. The Housing Project shall in all respects comply and conform to all applicable statutes and municipal ordinances, and the lawful regulations made pursuant thereto, governing land and buildings of and the operation of the Housing project.

4. Tax Abatement.

(1) Construction period. From the date of closing on the land to the date of Substantial Completion of the Housing Project, no real property taxes shall be due or payable. Date of Substantial Completion shall mean the date upon which the Township Construction Official issues a Certificate of Occupancy or Temporary Certificate of Occupancy for ninety percent (90%) of all of the units of the Housing Project.

(2) Schedule governing annual payments (payments-in-lieu of taxes) during the thirty year period of the tax exemption.

a. First stage payment.

From and after the date of Substantial Completion and for a period of fifteen years thereafter, Housing shall pay to the Township an annual service charge for Township services supplied to the project equal to four and thirty-six hundredth (4.36) percent of the gross shelter rent as hereafter defined in Paragraph 7.

b. Second stage payment. For a period of six years after the termination of the First stage, Housing shall pay to the Township the annual service charge as provided in a. above, or 20% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

c. Third stage payment. For a period of six years after the termination of the Second stage, Housing shall pay to the Township the annual service charge as provided in a. above, or 40% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

d. Fourth stage payment. For a period of two years after the termination of the Third stage, Housing shall pay to the Township the annual service charge as provided in a. above, or 60% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

e. Fifth stage payment. For a period of one year after the termination of the Fourth stage, Housing shall pay to the Township the annual service charge as provided in a. above, or 80%

of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

In determining the taxes otherwise due, the assessment shall give full consideration to the extent permitted by law to the restrictions on tenant income limits and occupancy and the other restrictions imposed upon the Housing project and its operation by law in determining fair market value.

5. Minimum Payments as Payments in Lieu of Taxes. In consideration of the aforesaid abatement of taxation on improvements during the term of exemption for the period commencing with the Substantial Completion Date and ending thirty years after such date, as set forth in Paragraph 4, Housing shall pay to the Township per annum as its total obligation either the payments in lieu as set forth in Paragraph 4 or the minimum payments in lieu of taxes as set forth in this Paragraph, whichever is greater. The minimum payment in lieu of taxes shall be the greater of (a) the total taxes levied against all real property for the portion of the lot covered by the Housing Project for the last full calendar year preceding the year of acquisition by Housing of the lands constituting the Housing Project or (b) Twenty-two Thousand (\$22,000.00) Dollars. Against any payment in lieu of taxes under Paragraph 4 or if the minimum payment prescribed in (a) or (b) of this Paragraph shall apply instead of the payment provided for in Paragraph 4, Housing shall be entitled to an annual credit against the amount due under Paragraph 4 or Paragraph 5, as the case may be, without interest, in the amount of any real estate taxes on

land paid by it in the last four preceding quarterly installment periods. The Annual Service Charge, as adjusted, shall be payable by Housing to the Township in four quarterly installments as are nearly equal as practicable on those dates when quarterly real estate tax payments are due the Township. A financial estimate relating to annual service charges is attached hereto as Schedule B.

6. Limitation on Distributions, Profits and Dividends.

During the period of tax abatement herein, the distribution of profits and dividends payable by Housing to its owners shall be limited according to the limitations on distributions of profits and dividends under the Law. The parties recognize an amortization period of thirty-years for the project to be included in the calculation of "Net Profit" pursuant to N.J.S.A. 40A:20-3(1)(c)(1). Housing may, but shall not be required, to establish and pay in as an expense to be recognized in determining "Net Profit", reasonable amounts for reserves for repairs and replacement, vacancies and contingencies such as provision of subsidies to low income residents requiring such to maintain rental payments. Within ninety (90) days of the end of each fiscal year during such period (currently, December 31), Housing shall submit an annual audited statement to the Mayor and Township Council of the Township and to the Director of the Division of Local Government Services of the Department of Community Affairs, pursuant to N.J.S.A. 40A:20-9 d., including therein a calculation of "Net Profit," as defined in N.J.S.A. 40A:20-3.

7. Determining Gross Shelter Rent. Gross shelter rent shall be determined as follows:

It shall be calculated as the gross rents less the cost of utilities furnished by Housing to the tenants (which may include gas and electricity, heating fuel, water and sewer charges if provided by Housing).

If there are any expenses paid by a tenant which are ordinarily paid by a landlord, Housing, subject to review by the independent auditor, shall set forth the reasonable value generally charged in the Burlington County area by landlords for such facility or service.

Gross rents or Gross shelter rents shall not include any rental subsidies, vouchers, or other forms of rental assistance under any Federal State, County or Municipal program.

8. Financial Plan.

The plan as currently determined for financing the Housing Project, as set forth in the application, as item 8(c), 8(d) and 8(e) is incorporated herein including, but not limited to (1) the estimated total project cost, (2) the amortization rate (30 years) on the total project cost, (3) the source and amount of paid in capital and of the mortgage financing including the provisions therein for amortization and interest payments on any mortgage on the premises (4) the rentals, schedules and lease terms to be used with respect to units in the Housing Project and (5) any reserves to be established for the project, which may include reserves for working capital, repairs and replacement, vacancies and other

contingencies.

9. Housing Project to Provide Housing Credits. The tax exemption provided herein shall apply only so long as Housing takes all actions within its capability to qualify all of the units within the property, excluding only the unit reserved for the resident manager, for credits against the low and moderate income housing obligations of the Township of Willingboro as determined by the Council on Affordable Housing of the State of New Jersey. It shall be the obligation of the sponsor to take all steps to provide the Township with verification that the units have so qualified.

10. Inspection. Housing covenants and agrees that it shall, upon three (3) days written notice by either the Township or the State of New Jersey and their duly authorized representatives permit inspection of the equipment, building and other facilities of the Housing Project; and upon five (5) days written notice by either, permit the examination and audit by the Township or the State of New Jersey of its books, contracts, records, documents and papers of the Housing Project.

11. Termination. This Agreement shall terminate at the end of the tax exemption period described in Section 4 hereof, unless sooner terminated in accordance with the procedures under N.J.S.A. 40A:20. If the Township determines that Housing has committed a material breach of this Agreement or if the premises shall cease to be used for low/moderate income housing for persons in need of shelter (other than for repair or reconstruction of the facility), the Township Council on written notice to the owner and opportunity

to be heard, may terminate the tax exempt status after such notice and opportunity to be heard, if it makes an objective finding and determination that either that Housing has committed a material breach and failed to remedy it within a reasonable period of time or that the purposes for which the tax exemption has been granted are no longer being served.

12. Transfer to Another Urban Renewal Entity. The Township shall consent to a sale of the project by the urban renewal entity to another urban renewal entity organized under the "Law" , their successors, assigns all owning no other project at the time of transfer and that, upon assumption by the transferee urban renewal entity of the transferor's obligations under this financial agreement, the tax exemption of the improvement shall continue and inure to the transferee urban renewal entity, its respective successors or assigns. The limited partnership may, without requiring further approval by the Township, transfer limited partnership interests for the purpose of securing investment in the Project provided that the Project remains affordable housing as defined and required by Section 42 of the Internal Revenue Code.

13. Findings of the Township Council.

a. The Township Council finds that the Housing project constitutes a new source of revenue and that it does not anticipate losing any existing sources of income, accordingly there is a positive benefit derived from granting payments in lieu of taxes. The provision of safe, sanitary and decent housing for senior citizens also constitutes a lesser burden to the Township and other

public agencies in providing other forms of services required by these residents.

b. The Township Council also finds that the Housing project provides an important resource for locating low and moderate income senior residents who have not had available housing opportunities to meet their needs. In order to make the housing affordable, payments in lieu of taxes are needed and the benefits will be passed on to the low and moderate income residents as there will be admission and occupancy requirements maintained during the term of this Agreement.

14. **Notices**. Any approval, consent, request, waiver, notice or other document required or permitted to be given pursuant to any provision of this Agreement shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either personally delivered (with receipt acknowledged by the recipient) or deposited in a designated United States mail depository registered or certified mail, return receipt requested, postage prepaid, addressed to the person or persons to whom such approval, consent, request, waiver or notices is to be given at their respective addresses:

to: Township of Willingboro
Treasurer/Chief Financial Officer
Municipal Complex
One Salem Road,
Willingboro, New Jersey 08046

to: Willingboro Senior Urban Renewal Partners, L.P.
c/o AAH Investment Company, Inc.
1202 Laurel Oak Road, Suite 105B
Voorhees, NJ 08043

with a copy to: Archway Housing, Inc.
P.O. Box 668
Atco, New Jersey 08004-0668

15. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors and assigns. Housing, its successors or assigns shall at all times prior to the termination of this Agreement be bound by all of the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq., as amended.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes constitute one agreement which is binding upon the parties hereto.

17. **Severability.** Each provision of this Agreement is severable, and the invalidity and the illegality of any of the provisions of this Agreement or its application to any person shall not affect the validity or the legality of any other provisions or applications.

18. **Waiver.** Any term of this Agreement to which any party is entitled to the benefit of, may be waived at any time by such party by written instrument duly executed and such waiver shall not constitute or be deemed a waiver of any other term or provision of this Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the matter set forth herein and supersedes any prior understanding or agreement, oral or written.

20. Arbitration. The parties agree that all disputes arising under this Agreement shall be resolved by arbitration in accordance with the procedures and by a qualified arbitrator or arbitrators certified and selected as provided by the American Arbitration Association.

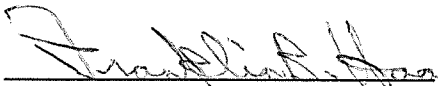
21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

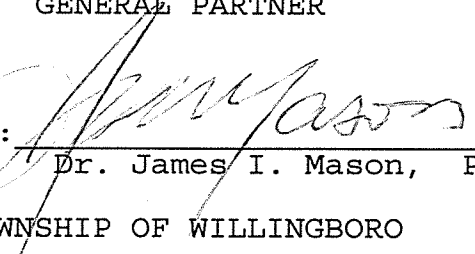
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

WITNESS:

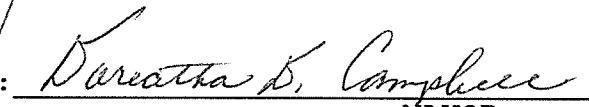
WILLINGBORO SENIOR URBAN RENEWAL
PARTNERS, L.P.

By: ARCHWAY HOUSING, INC.,
GENERAL PARTNER



By: 
_____ Dr. James I. Mason, President
TOWNSHIP OF WILLINGBORO


_____ TOWNSHIP CLERK

By: 
_____ MAYOR

DATA\TEMP\WLB\504203.1
10/20/98

SCHEDULE B

FINANCIAL ESTIMATE RELATING TO ANNUAL SERVICE CHARGES OF WILLINGBORO SENIOR URBAN RENEWAL PARTNERS, L.P.

With regard to a housing development to be constructed and known as the Willingboro Senior Housing Development, to be located on Block 2, Lot 7.04, in the Township of Willingboro, County of Burlington and State of New Jersey.

Dated: October 27, 1998

Estimated Annual Rent Payable By Tenants	\$	499,639.00
Estimated Other Income (Including Laundry, Late Fees)	\$	6,923.00
Less: Estimated Costs Of Water & Sewer And Other Utilities	\$	(82,200.00)
Subtotal:	\$	424,362.00
Estimated Annual Gross Revenue	\$	424,362.00
Municipal Annual Service Charge- 4.36% Of Annual Gross Revenues	\$	18,502.00
Minimum Tax Payment	\$	22,000.00
Total Number Of Units	One Hundred and Four [104]	
Estimated Total Development Cost	\$	8,930,572.00
Estimated Mortgage Amount	\$	1,760,000.00

pro\wilpilot

RESOLUTION NO. 199 8 - 154

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

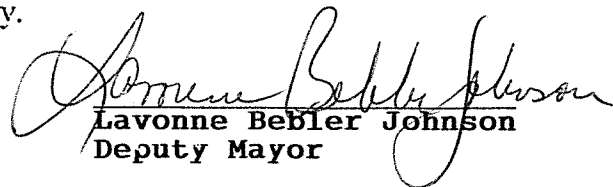
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Oct. 27, 1998, that an Executive Session closed to the public shall be held on Oct. 27, 1998, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Lavonne Bebler Johnson
Deputy Mayor

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

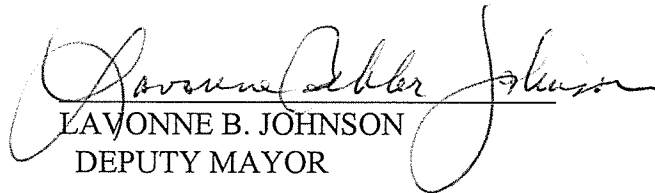
RESOLUTION NO. 1998-155
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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

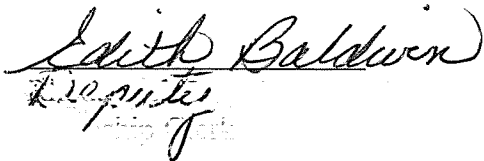
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of November, 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 B. JOHNSON
DEPUTY MAYOR

ATTEST:


Edith Baldwin
Treasurer

Citicorp Mtg. Inc. \$563.80
PO Box 790009 Mail #321
C/O Transamerica
St. Louis, MO 63179-0021
Block 618
Lot 18
79 Henderson Lane
Overpayment Taxes

GMAC Mtg. 1132.95
3451 Hammond Avenue
Waterloo, IA. 50702
Block 1202
Lot 53
24 Fireside Court
Overpayment Taxes

DiBacco, John J & Frank 688.76
2 Bonnie Lane
Block 228
Lot 3
2 Bonnie Lane
Overpayment Taxes

Mewborn, Stephen A & Rita A. 460.41
23 Brierdale Lane
Block 203
Lot 28
23 Brierdale Lane
Overpayment Taxes

Palmer, Diane 750.81
16 Enderly Lane
Block 816
Lot 16
16 Enderly Lane
Overpayment Taxes

RESOLUTION NO. 1998 – 156

A RESOLUTION AUTHORIZING THE AWARD
OF BID FOR A CUSTOMER PUMPER 1500

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a 1998 CUSTOM PUMPER 1500, for the Fire Department; and

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

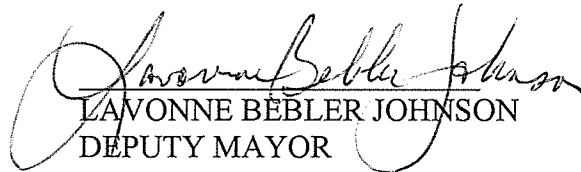
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Campbell Supply Company, Cinnaminson, New Jersey, for \$369,957.00; AND

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

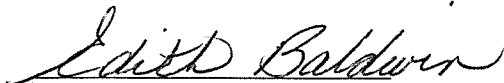
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of November, 1998, that the bid be accepted as per the attached recommendations from the Board of Fire Commissioners; and

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


LAVONNE BEBLER JOHNSON
DEPUTY MAYOR

ATTEST:



Edith Baldwin
Deputy

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 -- ~~not~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

CAMPBELL SUPPLY 1998 CUSTOM PUMPER 1500

The money necessary to fund said contract is in the amount of \$369,957 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0598- A2. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

*Con
Mgt
File
DM
Fred Jule
Fire Comm*

BID OPENING 1998 CUSTOM PUMPER 1500 GPM TILT CAB

OCTOBER 27, 1998 - 10:30 A.M.

BIDS OPENED BY: Rhoda Lichtenstadter, Township Clerk

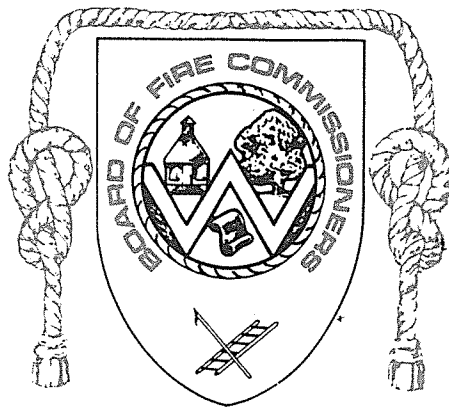
PRESENT WAS:

Ken Sitzenstock, Billy Massey, Tom Lear, Norm Cheeseman - Fire Commissioners

Ed Miller, Campbell Supply

	CAMPBELL SUPPLY	MKT RES. INT.
1. Bid Guarantee	X	NO BID
2. Certificate of Consent of Sur.	X	
3. Disclosure Statement	X	
4. Non-Collusion Aff.	X	
5. Affirmative Action	X	
6. Any other documents.		
BID PRICE:	\$369,957.00	

township of Willingboro



October 27, 1998

Norton Bonaparte
Township Manager
1 Salem Road
Willingboro, NJ 08046

Dear Mr. Bonaparte:

Bids were opened for Willingboro Fire Department's new pumper on October 27, 1998. The Board of Fire Commissioners would like the township to accept the bid of Campbell Supply Company in Edison, NJ.

Norman Cheeseman
Norman Cheeseman
Chairman

cc: Township Clerk
Township Council ✓

 * P. 01 *
 * TRANSACTION REPORT *
 * NOV-25-1998 WED 12:44 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * NOV-25 12:43 PM 8714463 50" 2 SEND OK 799 *
 * TOTAL : 50S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: KEN SITZENSTOCK

COMPANY: FIRE Co.

DATE: 11/25/98

TO FAX NO. 871-4463

FROM: EDITH Baldwin EXT. 6204 PAGES 2

SUBJECT: ATTACHED IS RES. #156-1998
BID AWARD - CUSTOM PUMPER
1500

✓

RESOLUTION NO. 157-1998
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:

- _____ (1) Matters required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal a family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) Matters Relating to Collective Bargaining Agreements: Any collective bargaining agreement, or the terms and conditions, which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it would adversely affect the public interest if discussion of such matters were disclosed.

RESOLUTION NO. 1998 - 158

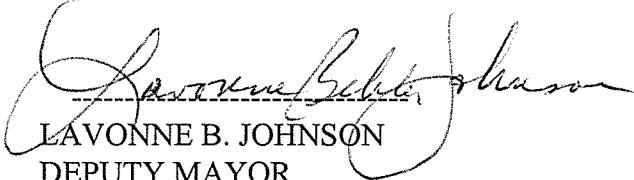
WHEREAS, Willingboro Township Council, by Resolution No. 1997- 90 , awarded a contract to WINZINGER, INC.. for 1996 Roadway Repairs Project in the amount of \$1,043,421.00; and

WHEREAS, the attached Change Order No. 2, adjusts the contract quantities and reduces the contract in the amount of \$49,513.29, in accordance with the attached letter from the Engineer dated October 22, 1998; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of November, 1998, that the above change order be approved.

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


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:

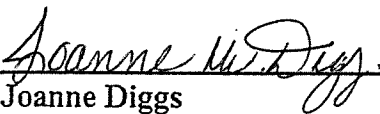

Edith Baldwin
Deputy
Township Clerk

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

Robert T. Winzinger Inc - 1996 Roadway Repairs

The money necessary to ^{REDUCE} fund said contract is in the amount of \$ (49,513.29) and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 040296 DRDWAY. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



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

Change Order No. 2

Date October 22, 1998

Project No. 1996 Roadway Repairs Project

Contractor Robert T. Winzinger, Inc.

Willingboro Township

Address 1704 Marne Highway

LAWB file no. 96-39-31

Hainesport, NJ 08037

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. *Amendment to Change Order no. 1, Adjustment to As-Built Quantities, to incorporate quantities constructed for the resurfacing of Clubhouse Drive in connection with the WMUA force main and water service installations.*

EXTRA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Milling, 0" - 3"	11,957	SY	\$1.50	\$17,935.50
14.	Bituminous Concrete Surface Course, Mix I - 5	1,360.46	Tons	\$34.25	<u>46,595.76</u>
					\$64,531.26

SUPPLEMENTAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
17S.	Adjust Water Valve Boxes	17	UT	\$225.00	\$3,825.00
18S.	Adjust Manholes	2	UT	\$300.00	<u>600.00</u>
					\$4,425.00

Amount of Original Contract.....	<u>\$1,043,421.</u>
Amount of Contract Due to Previous Change Orders.....	<u>\$924,951.45</u>
Supplemental.....	<u>\$4,425.00</u>
Extra.....	<u>\$64,531.26</u>
Reduction.....	<u> </u>
Adjusted Contract Amount.....	<u>\$993,907.71</u>
Change in Contract.....	<u>-4.75%</u>

Carl A. Turner
Engineer Carl A. Turner

Township of Willingboro
Municipality

Laraine P. Johnson
Mayor
Robert T. Winzinger, Inc.
Contractor

By Jack West
Title Project manager

Date 10/23/98



LORD
ANDERSON
WORRELL
BARNETT Inc.

More than a Civil Engineering Firm

Res #90-97
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

October 22, 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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Harry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Scott D. Taylor, CLA & PP

Re: Partial estimate no. 8
Change Order no. 2
1996 Roadway Repairs Project
Willingboro Township
LAWB file no. 96-39-31

Dear Mr. Bonaparte:

This is to certify that Robert T. Winzinger, Inc., 1704 Marne Highway, Hainesport, NJ 08037 has partially completed work on the 1996 Roadway Repairs Project and is therefor entitled to payment in the amount of

Sixty Seven Thousand Five Hundred Seventy Seven and 13/100 Dollars (\$67,577.13)

in accordance with the attached estimate. Please note that all of the work included in this estimate was for the purpose of resurfacing the roads disturbed during the WMUA force main and water service repairs that were recently completed in the Country Club Park area. We are enclosing herewith three partially executed copies of Change Order no. 2, which must be acted upon for this payment to be made.

Change Order no. 2 details the quantities completed in connection with the WMUA repairs. The WMUA has agreed to reimburse Willingboro Township for the cost of the resurfacing and incidental work. An invoice in the amount of \$68,956.26 should be sent to the WMUA to recover the cost of the resurfacing work.

Consultant
Kenneth Anderson, PE & LS, PP

Norton N. Bonaparte, Jr.
October 22, 1998
Page 2

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

A handwritten signature in cursive script that reads "Carl A. Turner". The signature is written in black ink and is positioned above the printed name.

Carl A. Turner, PE
Willingboro Township Engineer

Enclosures

Cc: Harry Killian, Executive Director, WMUA
Robert T. Winzinger, Inc.

Usr\carl\oct\PayEst8 (98)

1996 Roadway Repairs Project Township of Willingboro LAWB file no. 96-39-31 Robert J. Winings, Inc.		Contract Comp. Date: 12/15/97		Through 10/13/98		SPLMNTL Amount Earned		CONTRACT Amount Earned		SPLMNTL Amount Earned	
Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT	SPLMNTL	Amount Earned
1	MILLING, 0" - 3"	66,031.00	SY	99,046.50	23,343.90	134,062.35	0.00	89,374.90	134,062.35	0.00	0.00
2	REMOVAL OF CONCRETE BASE	10,154	SY	40,616.00	-6,458.90	14,780.40	0.00	3,695.10	14,780.40	0.00	0.00
3	ROADWAY EXCAVATION, EARTH	4,836	CY	19,344.00	-3,888.10	3,791.60	0.00	947.90	3,791.60	0.00	0.00
4	DENSE GRADED AGGREGATE, 6" Thick	2,751	SY	11,004.00	1,775.30	18,105.20	0.00	4,526.30	18,105.20	0.00	0.00
5	ROAD MIXED STABILIZATION, HYDRATED LIME, LAWD	10,154	SY	40,616.00	-10,154.00	0.00	0.00	0.00	0.00	0.00	0.00
6	VERTICAL CONCRETE CURB	2,651	LF	107,325.00	556.50	115,672.50	0.00	3,207.50	48,112.50	0.00	0.00
7	ROLLED CONCRETE CURB	7,153	LF	39,765.00	-708.50	29,137.50	0.00	6,446.50	96,697.50	0.00	0.00
8	6" R. C. DRIVEWAY APRONS	1,668	SY	58,380.00	-179.80	52,087.00	0.00	1,488.20	52,087.00	0.00	0.00
9	6" R. C. HANDICAPPED RAMPS	747	SY	29,880.00	41.10	31,524.00	0.00	788.10	31,524.00	0.00	0.00
10	REPAIR INLET	17	UT	11,475.00	0.00	11,475.00	0.00	17.00	11,475.00	0.00	0.00
11	RECONSTRUCT INLET	2	UT	1,200.00	1.00	3,600.00	0.00	3.00	3,600.00	0.00	0.00
12	6" PVC UNDERDRAINS	7,430	LF	133,740.00	350.00	140,040.00	0.00	7,780.00	140,040.00	0.00	0.00
13	BITUMINOUS STABILIZED BASE COURSE, MIX 1 - 2	6,190	TONS	167,130.00	-4,351.61	44,236.53	0.00	1,638.39	44,236.53	0.00	0.00
14	BITUMINOUS CONCRETE SURFACE COURSE, MIX 1 - 5	8,254	TONS	282,699.50	2,438.58	366,220.87	0.00	10,692.58	366,220.87	0.00	0.00
15S	EMERGENCY STORM SEWER REPAIRS, MAYAPPLE LANE		LS	2,100.00	1.00	0.00	2,100.00	1.00	0.00	0.00	2,100.00
16S	SAW CUTTING AND BASE REPAIRS FOR UNDERDRAIN RELOCATION		LF		1,926.00	0.00	22,649.76	1,926.00	0.00	0.00	22,649.76
17S	ADJUST WATER VALVE BOXES		UT		17.00	0.00	3,825.00	17.00	0.00	0.00	3,825.00
18S	ADJUST MANHOLES		UT		2.00	0.00	600.00	2.00	0.00	0.00	600.00
TOTALS<				1,043,421.00		964,732.95			964,732.95		29,174.76
						Total Amount Earned			\$993,907.71		
						Less Amount Previously Pd			\$906,452.42		
						Less 2% Retainage			\$19,878.15		
						Amount Due			\$67,577.13		

RESOLUTION NO. 1998 – 159

A RESOLUTION AWARDDING A BID FOR 1998 ROAD
REPAIRS PROJECT.

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

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

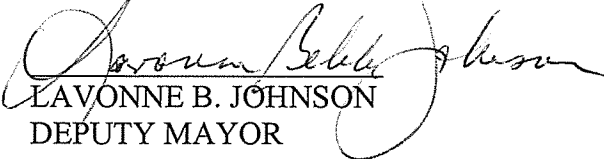
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Robert T. Winzinger, Inc., Hainsport, New Jersey for \$983,122.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of November, 1998, that the bid be accepted as per the attached recommendation from the Engineer; and

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


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:


Edith Baldwin
Deputy
Township Clerk

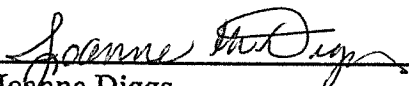
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Robert T. Winzinger Inc. 1998 Roadway

The money necessary to fund said contract is in the amount of \$ 983,122.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 98-CAP-. These funds are not being certified as being available for more than one pending contract.

04-0598-D1 403,372.89
04-0297-D2 (BAL 236,193.50) -
04-0296-DRDWAY (BAL 344,553.61) -



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



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

More than a Civil Engineering Firm

November 5, 1998

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
Arnold W. Barnett, PE & LS

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

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

Re: Recommendation of Award
1998 Roadway Repairs Project
Willingboro Township
LAWB File No. 98-39-31

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

Dear Council Members:

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled 1998 Roadway Repairs Project. The tasks covered in the above referenced text have been authorized under 1998 Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis with a Not-To-Exceed Value of \$983,122.00 is considered the most applicable contract type.

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

A solicitation notice was placed in the Burlington County Times (BCT) requesting proposals for various roadway repairs involving roadway reconstruction, curb repairs, drainage structure rehabilitation, handicapped ramp construction and apron reconstruction throughout the Township of Willingboro. Contract documents were purchased directly from LAWB by six (6) vendors.

Ardon L. Lenher, LS
Teresa C. McGettigan, CLP
Kevin R. Ruble, LS
Irbachan Sethi, PE
Fred L. Wright, PE & PP
Terry Zube, LS

A. Scope of Work:

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

- Reconstruction of concrete curb, both vertical and rolled
- Reconstruction of existing 6" thick wire reinforced driveway aprons
- Construction of 6" thick wire reinforced handicapped ramps
- Milling of existing road surfaces
- Repair of rigid and flexible road bases
- Drainage structure rehabilitation
- Underdrain construction
- Resurfacing of milled roadways
- Restriping of new asphalt

Consultant
Kenneth Anderson, PE & LS, PP

B. Bid Solicitation:

A solicitation notice was placed in the BCT for roadway reconstruction work to be performed on various streets throughout the Township of Willingboro. The Contract Documents (plans and specifications) were made available to interested bidders beginning on October 19, 1998.

All bids were due in the Township Clerk's Office no later than 10:00 AM on October 28, 1998. Five of the six vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Robert T. Winzinger, Inc.
- Arawak Paving Company, Inc.
- SJA Construction, Inc.
- Mount Construction, Inc.
- Shore Slurry Seal, Inc.

All submitted proposals met the time and delivery criteria.

C. Price Analysis/Justification:

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

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Robert T. Winzinger, Inc. submitted the low bid in the amount of \$983,122.00. A summary of the five bids received is as follows:

1. Robert T. Winzinger, Inc.	\$983,122.00
2. Arawak Paving Company, Inc.	\$989,000.00
3. SJA Construction, Inc.	\$1,085,220.10
4. Mount Construction, Inc.	\$1,087,227.00
5. Shore Slurry Seal, Inc.	\$1,147,866.00

An engineer's cost estimate was prepared by LAWB to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LAWB engineer's estimate is \$1,101,332.40. Four of the bids submitted were lower than the LAWB Engineering estimate. Two of the bids were within 1% of each other and the LAWB estimate, while two others were within 1% of each other, but 10% lower than the LAWB estimate.

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

D. Responsibility

Robert T. Winzinger, Inc. has been contracted on numerous projects overseen by LAWB, and has been under contract with the Township of Willingboro for the 1996 and 1997 Roadway Repairs Projects. Based on our experiences with Robert T. Winzinger, Inc, LAWB finds them responsible.

E. Recommendation:


In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, past work completed for Willingboro Township, and total estimated costs.

LAWB recommends the award of a fixed price construction type contract with Not - to - Exceed dollar obligation of \$983,122.00 to Robert T. Winzinger, Inc, for the scope of work mentioned herein. Robert T. Winzinger, Inc. has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.



Carl A. Turner, PE
Willingboro Township Engineer

Enclosure

CAT:CJB:cjb

cc: Norton N. Bonaparte, Jr., Township Manager
carl\\nov\98Rdsaward03.DOC(98)

ENGINEERS ESTIMATE AND BID TABULATION
1998 ROADWAY REPAIRS PROJECT
TOWNSHIP OF WILLINGBORO
LAWB FILE NO. 98-39-31

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ENGINEER'S ESTIMATE		Robert T. Winzinger, Inc. 1704 Marine Highway Halesport, NJ 267-8600		Arwark Paving Company, Inc. 7503 Weymouth Road Hannontown, NJ 561-4100	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CONCRETE CURB	11,600	LF	\$18.00	\$208,800.00	\$14.95	\$173,420.00	\$17.25	\$200,100.00		
2	6" REINFORCED DRIVEWAY APRONS	890	SY	\$47.50	\$42,275.00	\$35.00	\$31,150.00	\$38.00	\$33,820.00		
3	6" REINFORCED CONCRETE HANDICAPPED RAMPS	970	SY	\$47.50	\$46,075.00	\$35.00	\$33,950.00	\$38.00	\$36,860.00		
4	MILLING, 0" - 3"	76,400	SY	\$1.50	\$114,600.00	\$1.50	\$114,600.00	\$1.60	\$122,240.00		
5	REMOVE CONCRETE BASE	8,590	SY	\$8.00	\$68,720.00	\$2.00	\$17,180.00	\$5.00	\$42,950.00		
6	ROADWAY EXCAVATION, EARTH	4,300	CY	\$8.00	\$34,400.00	\$6.00	\$25,800.00	\$7.00	\$30,100.00		
7	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	2,600	CY	\$15.00	\$39,000.00	\$10.00	\$26,000.00	\$4.00	\$10,400.00		
8	BITUMINOUS STABILIZED BASE COURSE, MIX 1 - 2, 6" THICK	5,860	TN	\$32.00	\$187,520.00	\$27.00	\$158,220.00	\$29.00	\$169,940.00		
9	BITUMINOUS CONCRETE SURFACE COURSE, MIX 1 - 5, 2" THICK	9,550	TN	\$31.00	\$296,050.00	\$36.80	\$351,440.00	\$30.00	\$286,500.00		
10	REPAIR INLET	31	UT	\$700.00	\$21,700.00	\$500.00	\$15,500.00	\$701.20	\$21,737.20		
11	RECONSTRUCT INLET	3	UT	\$1,250.00	\$3,750.00	\$1,000.00	\$3,000.00	\$948.60	\$2,845.80		
12	6" UNDERDRAINS	1,625	LF	\$20.00	\$32,500.00	\$18.00	\$29,250.00	\$17.00	\$27,625.00		
13	4" TRAFFIC STRIPES	4,344	LF	\$0.85	\$3,692.40	\$0.50	\$2,172.00	\$0.50	\$2,172.00		
14	ADJUST MANHOLES	9	UT	\$250.00	\$2,250.00	\$160.00	\$1,440.00	\$190.00	\$1,710.00		
					\$1,101,332.40		\$983,122.40		\$989,000.00		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	SJA Construction, Inc. 8004A Greentree Commons Marlton, NJ		Mount Construction, Inc. 799 Kettle Run Road Marlton, NJ 768-8493		Shore Slurry Seal, Inc. P. O. Box 500 Hannontown, NJ 561-2215	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CONCRETE CURB	11,600	LF	\$16.50	\$191,400.00	\$18.00	\$208,800.00	\$20.50	\$237,800.00		
2	6" REINFORCED DRIVEWAY APRONS	890	SY	\$38.50	\$34,265.00	\$39.00	\$34,710.00	\$47.00	\$41,830.00		
3	6" REINFORCED CONCRETE HANDICAPPED RAMPS	970	SY	\$38.50	\$37,345.00	\$39.00	\$37,830.00	\$47.00	\$45,590.00		
4	MILLING, 0" - 3"	76,400	SY	\$1.70	\$129,880.00	\$1.40	\$106,960.00	\$1.85	\$141,340.00		
5	REMOVE CONCRETE BASE	8,590	SY	\$7.00	\$60,130.00	\$3.50	\$30,065.00	\$8.00	\$68,720.00		
6	ROADWAY EXCAVATION, EARTH	4,300	CY	\$6.00	\$25,800.00	\$9.00	\$38,700.00	\$3.50	\$15,050.00		
7	DENSE GRADED AGGREGATE, VARIABLE THICKNESS	2,600	CY	\$18.00	\$46,800.00	\$17.00	\$44,200.00	\$7.00	\$18,200.00		
8	BITUMINOUS STABILIZED BASE COURSE, MIX 1 - 2, 6" THICK	5,860	TN	\$34.00	\$199,240.00	\$34.00	\$199,240.00	\$27.00	\$158,220.00		
9	BITUMINOUS CONCRETE SURFACE COURSE, MIX 1 - 5, 2" THICK	9,550	TN	\$32.35	\$308,942.50	\$35.00	\$334,250.00	\$37.00	\$353,350.00		
10	REPAIR INLET	0	UT	\$545.00	\$16,895.00	\$200.00	\$6,200.00	\$500.00	\$15,500.00		
11	RECONSTRUCT INLET	0	UT	\$1,300.00	\$3,900.00	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00		
12	6" UNDERDRAINS	171	LF	\$17.00	\$2,907.00	\$24.00	\$4,104.00	\$24.00	\$4,104.00		
13	4" TRAFFIC STRIPES	4,344	LF	\$0.40	\$1,737.60	\$0.50	\$2,172.00	\$1.50	\$6,516.00		
14	ADJUST MANHOLES	0	UT	\$140.00	\$1,260.00	\$200.00	\$1,800.00	\$250.00	\$2,250.00		
					\$1,085,220.10		\$1,087,227.00		\$1,147,866.00		

RESOLUTION NO. 1998 – 160

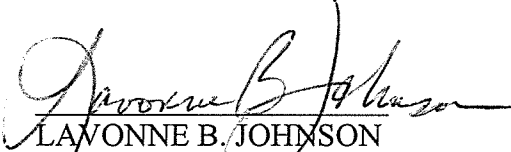
A RESOLUTION AUTHORIZING THE DEPUTY MAYOR
AND CLERK TO SIGN AN AGREEMENT WITH THE
SPECIAL LAW ENFORCEMENT OFFICER ASSOC.

WHEREAS, the Willingboro Special Law Enforcement Officers Association and the Township of Willingboro have concluded collective labor negotiations; and

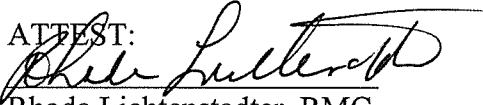
WHEREAS, it is appropriate to formally authorize the execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of November, 1998, that:

- A. the attached collective negotiation agreement is approved, covering the period July 1, 1998 through through June 30, 1999, and for succeeding periods of twelve (12) months until June 30, 2002.
- B. The Deputy Mayor and the Clerk are hereby authorized and directed to Execute on behalf of the Township, after the agreement has been formally Signed by the appropriate officers of the Willingboro Special Law Enforcement Officer Association.
- C. A copy of this resolution shall be submitted to the President of the Association For their information and attention.


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 – 160

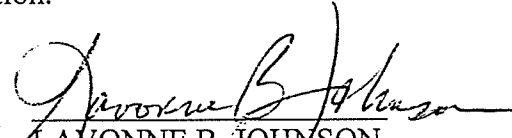
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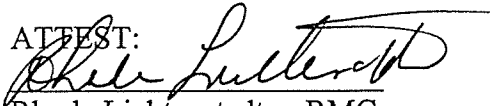
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- C. A copy of this resolution shall be submitted to the President of the Association For their information and attention.


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Collective Bargaining Agreement
Between the
Willingboro Special Law Enforcement Officer Association
and the
Township of Willingboro

WHEREAS, the **Township of Willingboro** is a public body politic and corporate formed as the Constabulary of Wellingborrow on November 6, 1688; and further incorporated as Willingborough Township on February 21, 1798, pursuant to "An Act incorporating the Inhabitants of Townships, designating their Powers, and regulating their Meetings", P.L.1798, p. 289; the name was changed, pursuant to a referendum held November 3, 1959, to Levittown Township; the name was further changed, pursuant to a referendum held November 12, 1963, to Willingboro Township, as recorded in P.L. 1963, p. 1167; the said Township of Willingboro being governed generally by the provisions of Title 40 of the New Jersey Revised Statutes and specifically pursuant to Council-Manager Plan E of "An act concerning municipalities, providing a plan for optional charters and for the manner of adoption and effect thereof", otherwise known as "The Optional Municipal Charter Law", L. 1950, c.210, and the acts amendatory thereof and supplemental thereto, and **WHEREAS**, the **Township Council of the Township of Willingboro** is the duly constituted and elected Governing Body of the Township of Willingboro, and

WHEREAS, the **Willingboro Special Law Enforcement Officers Association** is a duly constituted and recognized bargaining unit and representative of certain employees, as set forth in this Agreement,

WHEREAS, the parties have negotiated the terms and conditions of a new agreement, to be effective as of July 1, 1998,

NOW THEREFORE, in consideration of the mutual promise contained herein:

THIS AGREEMENT, is made and entered into this _____ day of August, 1998, by and between the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO**, a body corporate and politic, hereafter referred to as the "Township"; and the **WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION**, hereafter referred to as the "Association";

1. GENERAL PURPOSES: This Agreement is entered into in order to promote harmonious relations between the Township and the Association, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties resulting from collective bargaining.

2. NON-DISCRIMINATION: The Township and the Association agree that all provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Association membership.

3. RECOGNITION OF BARGAINING UNIT: The Township recognizes, during the term of this Agreement, the Association as the sole and exclusive collective negotiating representative for all part-time Special Law Enforcement Officers employed by the Township. Specifically excluded are all other employees of the Township, including School Traffic Guards, Animal Control Officers, employees of the Inspections Department, or those assigned to conduct the annual dog census any of whom may be designated as 'Special Law Enforcement Officers- Class I' in order to enable them to carry out their duties.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the Police Department, including the Special Law Enforcement Officer function, subject to the provisions of this Agreement.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the *New Jersey Department of Personnel and Merit System Board*, including but not limited to suspensions, discharges or any other

administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance shall contravene the provisions of this Agreement.

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person, which may include the association, must present the grievance, in writing, to his or her immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person, or with a designated representative of the Association, where the grievance is presented by the Association, and shall render a decision in writing, with copies to the Director of Public Safety, Township Manager and to the President of the Association.

5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party or by the President of the Association and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure, the Director of Public Safety and upon the President of the Association. The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the designated representative of the Association and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of the Association.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Association.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne by the party that does not prevail in the determination of the arbitrator, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. Salary:

Uncertified Special Law Enforcement Officers - Minimum Wage*

Certified Class I Special Law Enforcement Officers:

	1998-99	1999-00	2000-01	2001-02
A**	\$10.10	\$10.43	\$10.74	\$11.06
B**	\$10.50	\$10.84	\$11.17	\$11.50

Certified Class II Special Law Enforcement Officers:

	1998-99	1999-00	2000-01	2001-02
A**	\$11.51	\$11.89	\$12.24	\$12.61
B**	\$11.97	\$12.36	\$12.73	\$13.11

* The hourly rate established for 'Uncertified' Special Law Enforcement Officer is fixed at the minimum wage established by federal and state law. In the event that the minimum wage rate is changed, the rate established for the term of this agreement shall automatically be changed to comply with the minimum wage rate provided by law.

** A step – Officers with up to five years of continuous service as a Special Law Enforcement Officer.

B step – Officers with five or more years of continuous service as a Special Law Enforcement Officer.

6.1. A 'Certified – Class I' or a 'Certified – Class II' Special Law Enforcement Officer shall be defined as a Special Law Enforcement Officer who has satisfactorily completed the required police training course approved by the New Jersey Police Training Commission and who has been certified as a Class I or Class II Special Law Enforcement Officer and who is actually employed by the Township in the specific class.

6.2 Supervisory Incentive:

6.2.1. Any Special Law Enforcement Officer designated with the rank 'Corporal' and assigned to supervisory duties shall receive an additional \$.45 per hour while so assigned.

6.2.2 Any Special Law Enforcement Officer designated with the rank 'Sergeant' and assigned to supervisory duties shall receive an additional \$.55 per hour while so assigned.

6.3 Payment of Wages – The payment of wages shall be bi-weekly on a day established by Township and based on payroll records submitted to the Township Treasurer one week in advance of the payday. Any paycheck not claimed on the payday will be mailed on the next business day to the home address of the Special Law Enforcement Officer as shown on the records maintained in the office of the Township Treasurer.

6.4 Cancelled Assignments -- Whenever a Special Law Enforcement Officer reports for an assigned duty and

then learns that the assignment has been canceled and does not receive another assignment he or she shall be compensated for a minimum of three hours or one half of the scheduled work hours, which ever is greater. If an assignment is canceled less than 24 hours prior to the start the assignment, the Special will be paid a minimum of two hours. The 24-hour rule shall not apply to third party assignments that are not under the control of the Township.

6.5 For the purpose of this agreement year one shall begin on July 1, 1998 and end on June 30, 1999; year two shall begin on July 1, 1999 and end on June 30, 2000; year three shall begin on July 1, 2000 and end on June 30, 2001; year four shall begin on July 1, 2001 and end on June 30, 2002.

7. Holidays: If any member of the Association shall work on New Year's, Memorial, Independence, Labor, Thanksgiving and Christmas days that employee shall be compensated at the rate of two times the applicable rate.

8. Uniforms and Cleaning Allowance:

8.1 Special Law Enforcement Officers uniforms shall be provided by the Township. The standard issue shall be defined in the Police Standard Operating Procedures and shall be of the same style, design and manufacturer as those issued to Regular Officers with the exception of the Special Officer designation as required by statute. The Department shall replace uniforms damaged by duty requirements or by normal wear and tear. Appropriate supplemental issues of equipment and uniforms issued to Regular Officers shall be issued to Special Officers as determined by the Director. Uniforms shall only be worn while on duty in accordance with Police Department Standard Operating Procedures.

8.2 The Township agrees to provide the Special Law Enforcement Officers with a cleaning allowance for the cost of maintaining the uniforms in the amount of Two Hundred Seventy-five Dollars (\$275.00) per year, payable in equal quarterly installments for each quarter of the contract year, payable in the months of September, December, March and June.

8.3 No payment of the Uniform and Cleaning Allowance shall be made for any calendar quarter in which the Special Law Enforcement Officer does not work as a Special Law Enforcement Officer for the Township of

Willingboro.

9. Bullet Proof Vest:

9.1. The Township agrees to provide each Special Law Enforcement Officer with a bulletproof vest for use by the Special Law Enforcement Officer only when the Special Law Enforcement Officer is on duty for the Township of Willingboro. The Township further agrees to pay for all routine or duty related replacements, repairs, re-certification and routine maintenance of the vests. Any special Officer who supplied his own bullet proof vest will be reimbursed \$200.00 for the vest on the 2 year anniversary date of the appointment if the vest meets current standards.

9.2 The bullet proof vest shall be the property of the Township and shall be surrendered to the Township upon the request of the Director of Public Safety or designee or upon the termination of employment with the Township, including termination as the result of not being re-appointed.

9.3. Any Special Law Enforcement Officer who receives a bullet proof vest shall be required to wear the vest at all times when on duty, in accordance with the Standard Operating Procedures of the Willingboro Police Department.

10. Insurance: In accordance with applicable laws and regulations, Special Law Enforcement Officers shall be covered for Worker's Compensation, unemployment, social security. Any Special Law Enforcement Officer who is not covered by a medical and hospitalization insurance plan through another employer shall be eligible to participate in the medical and hospitalization insurance plan available to Township employees. That participation shall be solely at the expense of the Special Law Enforcement Officer and shall require no contribution or expense on the part of the Township. The premium charged to the Special Law Enforcement Officer shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

11. Full Understanding and Effect of Subsequent Legislation: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto. No modification or vacation of any term or condition of employment established in this agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this agreement.

12. Replacement of Lost Personal Property: The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the shift supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Fifty (\$50.00) dollars for a wristwatch or One Hundred Twenty-five (\$125.00) dollars for prescription eyeglasses.

13. Compensation during Training and Reimbursement Obligation: Special Law Enforcement Officer assigned for training shall be compensated at their applicable hourly rate for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for the full cost of training. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for one-half the cost of training. For the purposes of this provision the costs of training shall include any physical or psychological examinations, tuition and costs at the police academy or other training facility and salary paid during the period of training. This reimbursement obligation shall not be applicable where the employment of the Special Law Enforcement Officer has been terminated by the Township or where the Special Law Enforcement Officer has been appointed as a full-time police officer in the Township of Willingboro.

14. Legal Defense: Whenever a Special Law Enforcement Officer shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of his or her duties as a Special Law Enforcement Officer, the Township shall provide the Special Law Enforcement Officer with the means for legal

defense. The Special Law Enforcement Officer shall be required to cooperate with the attorney assigned to provide the Special Law Enforcement Officer with the legal defense in the proceeding.

15. Job Posting :

15.1 All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

15.2 The Township will post a notice within 5 days after filling the vacancy or newly-created position with the name of the individual selected.

16. Continuing Education and Training :

The Township supports the continuing education and training of the Special Officers in the field of law enforcement. The Township shall, at the request of the Special Law Enforcement Officer and subject to the approval of the Township Manager or designee, as well as the budget, support law enforcement training in addition to the Special Police Officer Certification Program where appropriate. The Department will pay 50 percent per class, session or event, to a maximum of \$100.00 upon prior approval and subject to funds availability. Special Law Enforcement Officer who request such additional training or continuing education courses shall not be compensated by the Township for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of such training or course work shall be required to reimburse the Township for the full cost of training or course. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training or course work shall be required to reimburse the Township for one-half the cost of training or course.

17. Term of the Agreement: This Agreement shall be in full force and effect from July 1, 1998, through June 30, 1999, and for succeeding periods of twelve (12) months until June 30, 2002, unless either party shall notify the other in writing prior to April 1, 2002, or prior to April 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the

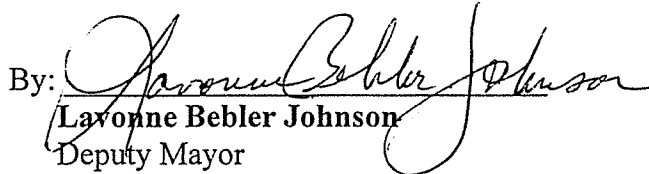
negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST

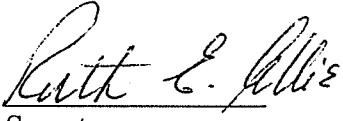
TOWNSHIP OF WILLINGBORO

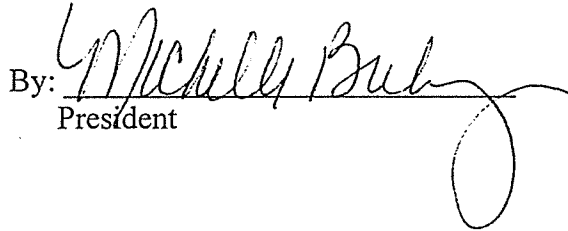

Rhoda Lichtenstadter, RMC
Township Clerk

By: 
Lavonne Bebler Johnson
Deputy Mayor

WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION

ATTEST


Ruth E. Ellis
Secretary

By: 
Michelle Buzby
President

(data/apps/contracts/specagr.doc)

II UNIFORMS, EQUIPMENT, APPEARANCE

A. Uniforms

Special Police Officers uniforms shall be provided by the Township. The Standard issue will be as listed.

- 1. 2 Long sleeve shirts
- 2. 2 Short sleeve shirts
- 3. 2 Pair pants
- 4. 1 Neck tie
- 5. 1 Light Jacket
- 6. 1 Winter Jacket
- 7. 1 Cap
- 8. 1 Rain Coat
- 9. *BOOTS S/O*

The uniforms shall be of the same style, design and manufacturer as those issued to Regular Officers with the exception of the Special Officers designation as required by statue. The department shall replace uniforms damaged by duty requirements or by normal wear and tear. Appropriate supplemental issues of equipment and uniforms issued to Regular Officers shall be issued to Special Officers as determined by the Director of Public Safety. Uniforms shall only be worn while on duty in accordance with Police Department Regulations.

B. Equipment

The Township shall issue all standard issue police equipment, radio and supplies as provided to Regular Officers with the exception of a firearm.

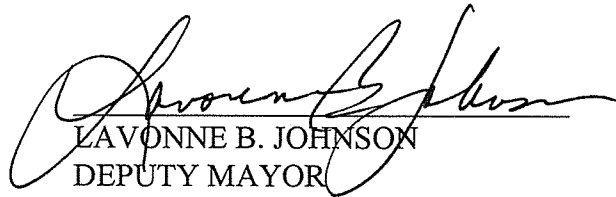
RESOLUTION NO. 1998-161
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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

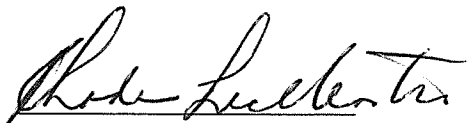
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of December ,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 B. JOHNSON
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

CITICORP MTG. INC. PO BOX 790009 MAIL #321 C/O TRANSAMERICA ST. LOUIS, MO 63179-0021 BLOCK 618 LOT 18 79 HENDERSON LANE OVERPAYMENT TAXES	\$563.80
GMAC MTG. 3451 HAMMOND AVENUE WATERLOO, IA 50702 BLOCK 1202 LOT 53 24 FIRESIDE COURT OVERPAYMENT TAXES	1132.95
DIBACCO, JOHN J. & FRANK 2 BONNIE LANE BLOCK 228 LOT 3 2 BONNIE LANE OVERPAYMENT TAXES	688.76
MEWBORN, STEPHEN A & RITA A. 23 BRIERDALE LANE BLOCK 203 LOT 28 23 BRIERDALE LANE OVERPAYMENT TAXES	460.41
PALMER, DIANE 16 ENDERLY LANE BLOCK 816 LOT 16 16 ENDERLY LANE OVERPAYMENT TAXES	750.81
EMC MTG. PO BOX 141358 IRVING, TEXAS 75014-1358 BLOCK 901 LOT 125 20 ROXBOROUGH PLACE OVERPAYMENT TAXES.	467.86

RESOLUTION NO. 1998- 162

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

WHEREAS, there are other 1998 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of December, 1998 that the following transfers be made:

Inside Cap


			Explanation
FROM:			
09 Insurance	OE	130,100	Budget over cost.
16 Housing Inspection	SW	20,000	Position not filled.
18 Electrical Plumbing	SW	15,000	Position not filled.
21 Fire	SW	26,000	Transfer to OE to cover Fireman's calls paid from OE.
46 Clinical Service	OE	4,223	Transfer to SW to cover mid year contract adjustment.
71 Police	SW	<u>25,000</u>	Transfer to OE for consulting budgeted in SW
		220,323	
TO:			
02 Council	OE	15,000	Possible Study.
03 Clerk	SW	2,000	Sick Leave Incentive.
04 Reception	OE	25,000	Telephone budget short.
05 Finance	SW	3,200	Budget shortage.
08 Health Insurance	SW	23,700	Insurance buyback budgeted in OE.
08 Health Insurance	OE	51,500	Mid-year rate increase.
15 Fire Official	SW	200	Budget shortage.
18 Housing Insp.	OE	50,000	Code enforcement inspections short.
19 Advisory	OE	4,500	Additional Newsletters authorized after budget.
21 Fire	OE	26,000	Transfer from SW
46 Clinical Service.	SW	4,223	Transfer form OE
50 Recreation	SW	5,000	Additional temporary help for summer programs.
71 Police	OE	<u>25,000</u>	Transfer form SW
		220,323	

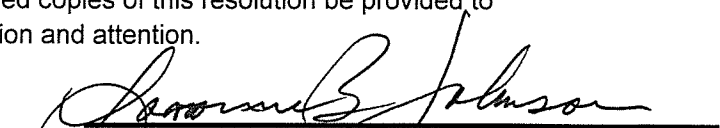
Outside Cap

FROM:			
11 Court	SW	<u>10,000</u>	Position not filled.
		10,000	
TO:			
11 Court	OE	<u>10,000</u>	Budbget shortage.
		10,000	

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


ATTEST:


Rhoda Lichtenstadter, Twp. Clerk


Lavonne Bebler Johnson, Deputy Mayor

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: December 1, 1998
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: 1998 Budget Transfers

Attached is the resolution for the budget transfers needed for 1998.

C. Rhoda Lichtenstadter

RESOLUTION NO. 1998 – 163

A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR TYREE ORGANIZATION FOR REMOVAL OF
UNDERGROUND STORAGE TANKS.

WHEREAS, Willingboro Township Council, by Resolution No. 1998 – 81, a contract was awarded to Tyree Organization in the amount of \$77,386; and

WHEREAS, the Engineer has submitted a change order showing that the increase in the contract is due to supplemental items (see attached letter) and also to dispose of an unknown amount of petroleum contaminated soils, as well as to restore areas (also see attached letter); 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 1st day of December, 1998, as follows:

1. The change order #1 increases the contract by \$47,665.37 or 61.59%
2. As increase exceeds the 20% threshold, advertisement of change is necessary in accordance with Local Public Contracts Law.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


LAYONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:

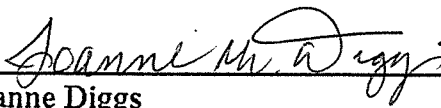

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

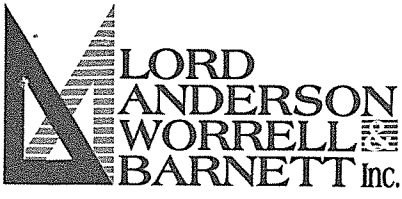
The Tyree Organization, LTD

The money necessary to fund said contract is in the amount of \$ 45,222.57 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 040297B2. These funds are not 04-0298-COP being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor



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

More than a Civil Engineering Firm

November 30, 1998

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

Arnold W. Barnett, PE & LS

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Harry S. Dirkin

Mark E. Malinowski, PE

Shvin G. Patel, PE

Scott D. Taylor, CLA & PP

Re: Partial estimate no. 3
Underground Storage Tank System Closures,
Disposal, and Worksite Restoration
Above Ground Storage Tank Temporary Installation
Township of Willingboro
LAWB file no. 97-39-17

Ordon L. Lenher, LS

Theresa C. McGettigan, CLP

Dwain R. Ruble, LS

Arbanchan Sethi, PE

Alfred L. Wright, PE & PP

Gary Zube, LS

Dear Mr. Bonaparte:

This is to certify that The Tyree Organization, LTD., 1350 US Route 130, Burlington, NJ 08016 has partially completed work on the referenced project and is therefor entitled to payment in the amount of

Forty Thousand Seven Hundred and 31/100 Dollars (\$40,700.31)

in accordance with the attached estimate.

Please note that the payment of this estimate will require the action of Council on the enclosed Change Order No. 1. Change Order no. 1 increases the contract by \$47,665.37, or 61.59%. As the increase in the contract exceeds the 20% threshold, advertisement of the change will be necessary in accordance with the Local Public Contracts Law.

The increase in the contract is due to supplemental items required to transfer petroleum from tanks to be excavated, fill one of the existing tanks with concrete slurry and abandon it in place, and to rent an excavator to expedite the process. In addition to the above, there were increases in the contingency items caused by the need to excavate, transport and dispose of petroleum contaminated soils, as well as restore the area of the remediation. All of the increases were approved by the PMK Group, who was inspecting

Consultant
Kenneth Anderson, PE & LS, PP

Norton N. Bonaparte, Jr.
November 30, 1998
Page 2

the work, deemed the work necessary, and indicated that the work was performed in accordance with the technical 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

Cc: Harry McFarland, Director of Public Works
The Tyree Organization, LTD.

Usr\carl\nov\ustEst2 (98)

COMPLETION DATE

Underground Storage Tank System Cleaners, Disposal, and Worksite Restoration
 Willingboro Township
 ENVIS File no. 07-19-17
 The Tyres Organization, LTD

THROUGH 11/25/94

Item	Description	Quantity	Unit	Unit Price	Original Amount Bld	Approved +/- Quantity Thru CO #1	Adjusted Contract Amount	SPLMNTL Amount Earned	CONTRACT Amount Earned	SPLMNTL Amount Earned
1	MUNICIPAL COMPLEX - Removal and disposal of 4,000 gallon #2 heating UST system, removal and disposal of 4,000 diesel fuel UST, disposal of tanks and worksite restorations.	1	Each	\$8,550.00	8,550.00	0.00	8,550.00	0.00	\$4,275.00	0.00
2	FIRE STATION 162 - Removal and disposal of 1,000 gallon #2 heating oil UST system and worksite restoration]	1	Each	\$4,790.00	4,790.00	0.00	4,790.00	0.00	\$4,790.00	0.00
3	MUNICIPAL COMPLEX - Removal and disposal of 3,000 gallon gasoline UST system, removal and disposal of 2,000 gasoline UST, disposal of tanks and worksite restorations.	1	Each	\$17,435.00	17,435.00	0.00	17,435.00	0.00	\$11,779.00	0.00
4	DEPARTMENT OF PUBLIC WORKS - Removal and disposal of 3,000 gallon gasoline UST system and worksite restoration.	1	Each	\$1,875.00	1,875.00	0.00	1,875.00	0.00	\$1,875.00	0.00
	MUNICIPAL COMPLEX - Installation of 275 gallon temporary AST system	1	Each	\$1,875.00	1,875.00	0.00	1,875.00	0.00	\$1,875.00	0.00
					32,650.00					
CONTINGENCY UNIT PRICES										
A	Excavation and stockpiling of petroleum contaminated soil and loading in trailers	250	TONS	\$16.65	4,162.50	0.00	4,162.50	0.00	\$11,249.07	0.00
B	Excavation and stockpiling of petroleum contaminated soils	250	TONS	\$9.95	2,487.50	0.00	2,487.50	0.00	\$0.00	0.00
C	Loading, transportation and approved recycling of petroleum contaminated soil	250	TONS	\$52.70	13,175.00	0.00	13,175.00	0.00	\$33,605.17	0.00
D	Removal and disposal of liquid and bottom sludge from UST	300	GALLONS	\$0.86	258.00	0.00	258.00	0.00	\$1,234.10	0.00
E	Removal and disposal of contaminated groundwater	1000	GALLONS	\$0.86	860.00	0.00	860.00	0.00	\$0.00	0.00
F	Mobilization of vacuum truck for removal of potentially contaminated groundwater	6	Mobilization	\$227.00	1,362.00	0.00	1,362.00	0.00	\$0.00	0.00
G	Excavation, removal and disposal of contaminated reinforced concrete hold down pad and dead	40	TONS	\$9.85	394.00	0.00	394.00	0.00	\$0.00	0.00
H	Additional backfill to replace contaminated soil	250	CY	\$32.26	8,065.00	0.00	8,065.00	0.00	\$13,080.14	0.00
I	Additional asphalt required to restore areas requiring remediation	400	SF	\$7.68	3,072.00	0.00	3,072.00	0.00	\$12,786.59	0.00
J	Additional concrete sidewalk restoration for remediation area	900	SF	\$3.15	2,835.00	-400.00	1,575.00	0.00	\$0.00	0.00
K	Excavation, removal and disposal of reinforced concrete over tank	40	TONS	\$0.00	0.00	0.00	0.00	0.00	\$0.00	0.00
L	Additional concrete curbing restoration for remediation area	75	LF	\$9.60	720.00	0.00	720.00	0.00	\$0.00	0.00
M	Additional grass restoration for remediation area	750	SF	\$1.90	1,425.00	0.00	1,425.00	0.00	\$792.80	0.00
N	Stockpile sample analysis as per disposal facility requirements	8	Samples	\$740.00	5,920.00	0.00	5,920.00	#REF!	\$1,045.00	0.00
5s	Excavator Rental	0	Days	\$700.00	0.00	3.00	2,100.00	0.00	\$0.00	2,100.00
6s	Concrete Slurry to Abandon Tank	0	CY	\$80.14	0.00	20.00	1,602.80	0.00	\$0.00	1,602.80
TOTALS				\$1,112.46	44,736.00		47,178.80		\$99,491.87	\$3,702.80
				Contract Amount	77,386.00			Total Amount Earned	\$103,194.67	
								Less Amount Previously Pd	\$52,174.89	
								Less 10% Retainage	\$10,319.47	
								Amount Due	\$40,700.31	

RESOLUTION NO. 1998-164

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

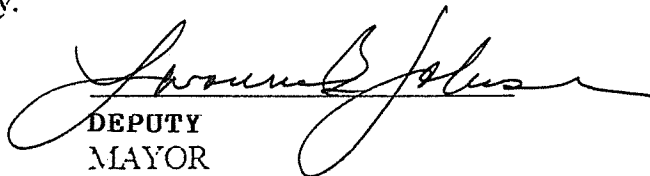
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 Dec. 1, 1998, that an Executive Session closed to the public shall be held on Dec. 1, 1998, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


DEPUTY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 – 165

A RESOLUTION AWARDDING PRINTING BID FOR
1999.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 1999 Printing Bid; and

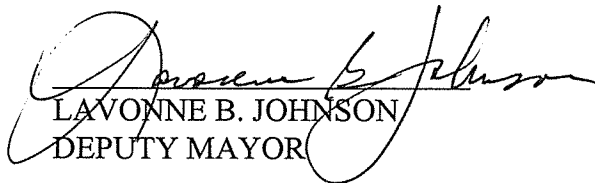
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of PHILLIPS-HALPERN, MGL, TAPCO AND JORDAN'S; 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 15th day of December, 1998 that the bid be accepted as per the attached bid return sheet; and

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


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:

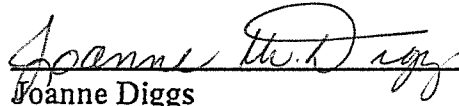

Rhoda Lichtenstadter, RMC
Township Clerk

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

Jordans, Phillips-Halpern, MGL, Tapco
1999 Printing Bid.

The money necessary to fund said contract is in the amount of \$ Pending 1999 - Budget and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number _____ . These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

Page 2.

Schedule of award of printing bid December 8, 1998.

JORDAN'S

1,2,3,4,5,6,7,8,9,10,11,12,15,16,22,23,25,26,27,32,37,38,39,45,47,48,49,50,53,56,58,59,
61,62,63,65,66,69,73,75,76,78,79,80,81,82,83,84,85,86,87,88,89,90,93,94,95,96,97,98,99,
100,101,103,104,105,107A,107B.

MGL

17,18,24,33,34,35,70,71,72.

PHILLIPS-HALPERN

5,13,19,20,21,28,29,30,31,36,40,41,42,43,44,46,51,52,54,55,57,60,67,68,74,77,91.

TAPCO

14

*ITEM 5 – tie bid.

NO BIDS – 64, 92, 102, 106.

PHILLIPS-HALPERN, INC.
1509 Rt. 38.
Mt. Holly, New Jersey 08060
261-1024 FAX 267-1432

JORDAN'S GRAPHIC
7300 INDUSTRIAL CENTER
BLDG. #11, 7300 N. Crescent Blvd
Pennsauken, New Jersey 08110
663-1001 FAX 663-2869
Frank or Michael Jordan

MGL FORMS
17 Commerce Street
Chatham, N.J. 07928
973-635-6073 FAX 973-635-4549

TAPCO, INC.
Fort Dix Road
P.O. BOX 307
Pemberton, New Jersey 08068
894-2282
FAX 894-0855

RESOLUTION NO. 166 - 1998

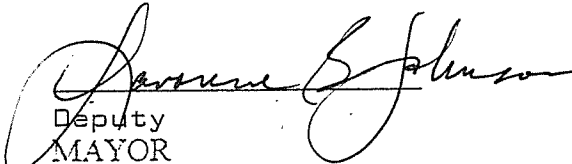
WHEREAS, by Resolution No. 7, 1998, Willingboro Township Council established meeting dates, times and places; and

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

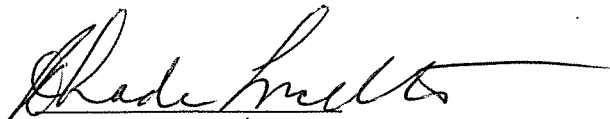
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ~~15th~~ day of ~~December~~ 1998 that the list of meeting dates be amended as follows: TO ADD

WILLINGBORO TOWNSHIP COUNCIL REORGANIZATION MEETING
SATURDAY, JANUARY 2, 1999 AT 12:00 NOON IN THE COUNCIL CHAMBERS

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


Deputy
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

 * P. 01 *
 * TRANSACTION REPORT *
 * DEC-18-1998 FRI 12:02 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * DEC-18 12:01 PM BCT 1'07" 2 SEND OK 045 *
 * TOTAL : 1M 7S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: NEWS MEDIA
 COMPANY: BCT, Phila. INQ., TRENTON TIMES & COURIER POST
 DATE: 12/18/98
 TO FAX NO. _____

FROM: Rhoda LICHTENSTADTER EXT. 6202 PAGES 2

SUBJECT: FYI - W'BORO Twp. Council
REORGANIZATION MEETING, SATURDAY
JANUARY 2, 1999 AT 12:00 NOON

 * P. 01 *
 * TRANSACTION REPORT *
 * DEC-18-1998 FRI 12:03 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * DEC-18 12:02 PM COURIER POST 34" 2 SEND OK 046 *
 * TOTAL : 34S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: NEWS MEDIA
 COMPANY: BCT, Phila. INQ., TRENTON TIMES & COURIER POST
 DATE: 12/18/98
 TO FAX NO. _____

FROM: Rhoda LICHTENSTADTER EXT. 6202 PAGES 2

SUBJECT: FYI - W'BORO Twp. Council
REORGANIZATION MEETING, SATURDAY
JANUARY 2, 1999 AT 12:00 NOON

 * P. 01 *
 * TRANSACTION REPORT *
 * DEC-18-1998 FRI 12:04 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * DEC-18 12:03 PM TRENTON TIMES 34" 2 SEND OK 047 *
 * TOTAL : 34S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: NEWS MEDIA
 COMPANY: BCT, Phila. Inq., TRENTON TIMES & Courier Post
 DATE: 12/18/98
 TO FAX NO. _____
 FROM: Rhoda LICHTENSTADTER EXT. 6202 PAGES 2
 SUBJECT: FYI - W'BORO Twp. Council
REORGANIZATION MEETING, SATURDAY
JANUARY 2, 1999 AT 12:00 noon

 *
 * TRANSACTION REPORT P. 01 *
 * DEC-18-1998 FRI 12:05 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * DEC-18 12:04 PM PHILA INQ 1' 10" 2 SEND OK 048 *
 * TOTAL : 1M 10S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: NEWS MEDIA
 COMPANY: BCT, Phila. INQ, TRENTON TIMES & COURIER POST
 DATE: 12/18/98
 TO FAX NO. _____
 FROM: Rhoda LICHTENSTADTER EXT. 6202 PAGES 2
 SUBJECT: FYI - W'BORO Twp. Council /
REORGANIZATION MEETING, SATURDAY
(JANUARY 2 1999 AT 11:00 AM)

RESOLUTION NO. 199 8 - 167

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

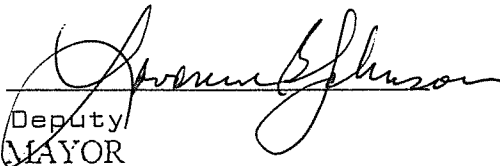
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 Dec. 15, 1998, that an Executive Session closed to the public shall be held on Dec. 15, 1998, at 10:25p.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.


Deputy
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 – 168

A RESOLUTION AWARDDING A BID FOR AN
EMERGENCY GENERATOR FOR THE COMPLEX.

WHEREAS, the Township Council of the Township of Willingboro has requested
That bids be submitted for an Emergency Generator; and

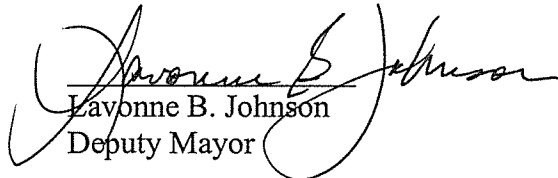
WHEREAS, bids have been received, opened and read in public; and

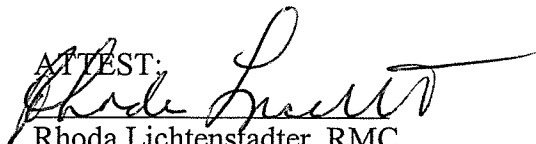
WHEREAS, it appears to be in the best interest of the Township to accept
The bid of D.P. MURT CO., Philadelphia, Pa.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 15th day of December, 1998,
that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Lavonne B. Johnson
Deputy Mayor

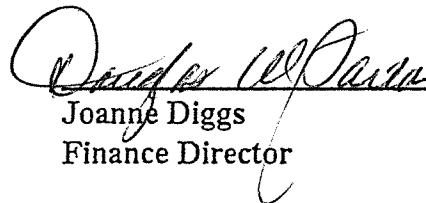
ATTEST:

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

D. P. Murt Co. - Emergency Generator

The money necessary to fund said contract is in the amount of \$ 63,455.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 050298 000. These funds are not being certified as being available for more than one pending contract.


DEPUTY FINANCE DIRECTOR
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

WILLINGBORO RECREATION DEPARTMENT

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December 11, 1998

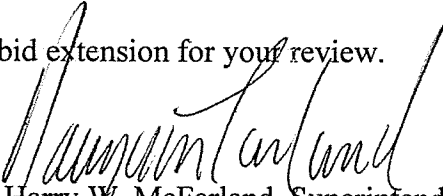
*To
Council
for
Action
mms*

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. MCFARLAND
SUBJECT: BID RECOMMENDATION – EMERGENCY GENERATOR

I am recommending the acceptance of the bid from D. P. Murt in the amount of \$63,455.00 to provide and install the emergency generator in the Complex.

The funds for this project are included in Capital Budget item 04-0298-COP.

I have attached a copy of the bid extension for your review.


Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/RLB/pm
Attachment

(P:\SHARE\MANAGER\CMPLXGEN)

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

Phone: 609-871-5700

Fax: 609-871-6990

NOV 30 1998

BID OPENING – EMERGENCY GENERATOR

NOVEMBER 30, 1998 – 10:30 A.M.

Bids opened by Rhoda Lichtenstadter, RMC, Township clerk

Present was: Harry McFarland, Jim Foussadier, PW/REC.

REPS: Babbit Mech., Sparks, and Plale

	Adv. Elec.	D.P. Murt	J.PLALE	DIEHL	SPARKS	AMB
1. Bid Guarantee _____	x	x	x	x	x	x
2. Certificate of Consent of ur. <u> x </u> _____	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
3. Disclosure Statement _____	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
4. Non-Collusion . _____	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
5. Affirm Act. _____	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
6. Any other documents. _____						

BID

PRICE: 91,192.00 63,455 67,500 73,998 71,695 84,900

ALT. 102,470 75,289 79,610 85,901 17,806 110,530

Bids given to Mr. McFarland for recommendation and award.

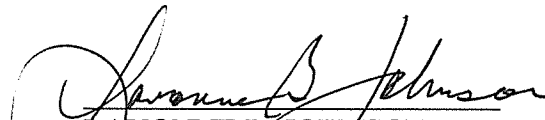
RESOLUTION NO. 1998 - 169

A RESOLUTION REQUESTING RETURN OF PERFORMANCE
BOND TO BELL ATLANTIC MOBILE.


WHEREAS, at the request of the applicant, BELL ATLANTIC MOBILE and by notification to the Planning Board that this project has been abandoned and that the matter is null and void.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of December, 1998, that the subdivision bond, 8139-62-40 in the amount of \$6,754 be returned to the applicant along with unused escrow money in the amount of \$100.75.

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


LAVONNE B. JOHNSON
DEPUTY MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMO

MEMO TO: Rhoda Lichtenstadter, Township Clerk
FROM: Marie Annese
DATE: December 14, 1998
SUBJECT: Planning Board / Bell Atlantic Mobil

Attached is correspondence regarding Bell Atlantic Mobile's request for release of the bond posted in 1995. Please note that in response to a memo sent 12/1/98 they replied stating that the matter is to be considered null and void.

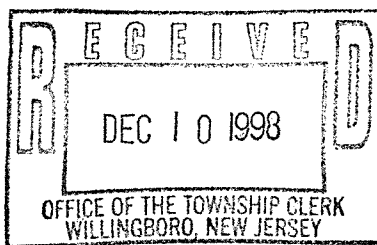
When obtaining the approval of Council, for the release of the bond, please note that the escrow account is still active with a balance of \$100.75 to be refunded since all bills have been paid.

Thank you.

/ma
Att.

© Bell Atlantic Mobile

5175 Campus Drive
Plymouth Meeting, PA 19462
610 715-6000
Fax 610 715-6029



December 8, 1998

Ms. Marie Annese
Planning Board Secretary
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

RE: PB Appl #4,1995
Res. #9, 1995

Dear Ms. Annese,

In response to your letter of 12/01/98, (attached) this notice is to provide you with a formal request by Bell Atlantic Mobile to abandon the referenced application and approval as you have requested. In turn, I am requesting a notice from Willingboro Township stating that this matter is considered null and void and that the release of the existing bond can now be facilitated. Thank you for your time and attention to this matter.

Please contact me at 610-715-6035 if you require additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Claire M. Schultz".

Claire M. Schultz
Manager Project Implementation

COPY



TOWNSHIP OF WILLINGBORO

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

December 1, 1998

Ms. Claire M. Schultz
Manager Project Implementation
Bell Atlantic Mobile
5175 Campus Drive
Plymouth Meeting, Pa. 19462

Planning Board Appl. # 4, 1995
Bell Atlantic Mobile Systems
Block 13, Lot 10
Approved by Res. #9, 1995

Dear Ms. Schultz:

As per your letter of October 13th requesting release of the Performance Bond submitted on behalf of Bell Atlantic, please be advised that in order to release the bond we will require a letter clearly stating that Bell Atlantic is **abandoning the application and the approval** and that **both will be considered null and void**.

At this time the Bell Atlantic escrow account has a balance of \$100.75. It is suggested that you request that the balance be refunded and the account closed. Once requested Township Council will release both the bond and the escrow money by resolution.

Thank you for your cooperation.

Sincerely,

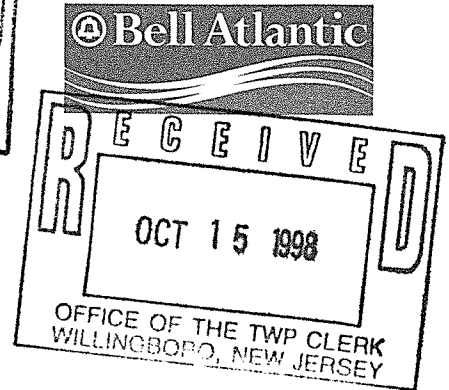
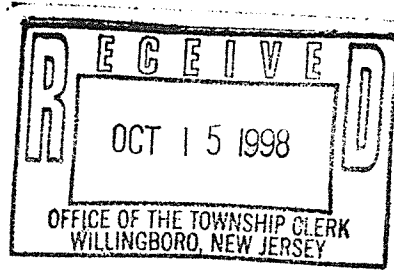
Marie Annese
Planning Board Secretary
Deputy Township Clerk

/ma

@Bell Atlantic Mobile

5175 Campus Drive
Plymouth Meeting, PA 19462
610 715-6000
Fax 610 715-6029

R.L.



October 13, 1998

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

RE: Performance Bond Release
Bell Atlantic Mobile
Blk 13, Lot 10
Willingboro Township

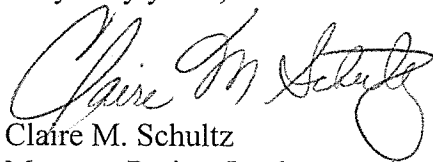
Dear Ms. Lichtenstadter,

Enclosed is a notice from our Risk Management Department requesting the release of a bond that was posted for the referenced property in 1995.

The site was never constructed and the approvals have lapsed. Bell Atlantic Mobile had determined in 1996 that the location was no longer compatible for its intended use and the bond was never released.

Please review this information and provide me with written release of this bond. If you have any questions or require additional information, please contact me at 610-715-6035.

Very truly yours,


Claire M. Schultz
Manager Project Implementation



BELL ATLANTIC RISK MANAGEMENT

October 06, 1998
VIA FAX (610) 715-6129

To: Claire Schultz (610) 715-6035
Bell Atlantic Mobile



From: Phil Baumeister (212) 395-1788

Re: Subdivision Bond - Willingboro Township
8139-62-40 \$6,754

You previously indicated that reference bond was no longer required. However before said bond can be canceled it must be returned to (BAM) or else the Township must write a letter indicating said bond is no longer required and can be canceled.

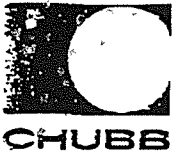
Phil

A handwritten signature in cursive script, appearing to read "Phil Baumeister".

cc: F. Niestadt - Aon Risk Svc.

Attachment - copy of bond

bond98-67



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1513, Warren, New Jersey 07059-1513

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

Bond No. 8139-62-40

Amount \$ 6,754.00

Know All Men By These Presents,

That we, BELL ATLANTIC NYNEX MOBILE

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

WILLINGBORO TOWNSHIP, NEW JERSEY

(hereinafter called the Obligee),

in the sum of SIX THOUSAND SEVEN HUNDRED FIFTY FOUR AND 00/100

Dollars

(\$ 6,754.00), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15TH day of NOVEMBER 1995 .

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated , 19 , for

SITE PLAN CONSTRUCTION FOR BELL ATLANTIC NYNEX MOBILE COMMUNICATIONS FACILITY - LOT 10, BLK 13

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject, however, to the following conditions: