

761

RESOLUTION NUMBER 1997-71

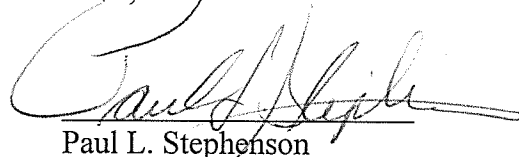
**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF FIRE
APPARATUS**

WHEREAS, the Township Council of the Township of Willingboro has determined that the 1975 Mack Aerialscope apparatus and the 1975 Mack Pumper apparatus are surplus property, and

WHEREAS, it has been determined that they are no longer required by the Township for Public use

NOW THEREFORE, Be it resolved by the Township Council of the Township of Willingboro assembled in Public Session this sixth day of May, 1997, that these apparatus be sold at public sale.

BE IT FURTHER RESOLVED that the minimum bid for the Aerialscope be set at \$45,000 and the minimum bid for the pumper be set at \$5,000.


Paul L. Stephenson
Mayor

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Norton N. Bonaparte, Jr.

RE: Sale or Other Disposition of Fire Truck
LO97e03w Fire Truck

May 3, 1997

Page 2.

(2) The contracting unit need not advertise for bids when it makes any such sale to the United States, the State of New Jersey, another contracting unit or to any body politic to which it contributes tax raised funds.

(3) Notice of the date, time and place of the public sale together with a description of the items to be sold and the conditions of sale shall be published in a newspaper circulating in the contracting unit. Such sale shall be held not less than 7 nor more than 14 days after the latest publication of the notice thereof.

(4) If no bids are received the property may then be sold at private sale without further publication or notice thereof, but in no event at less than the estimated fair value; or the contracting unit may if it so elect reoffer the property at public sale. As used herein, "estimated fair value" means the market value of the property between a willing seller and a willing buyer less the cost to the municipality to continue storage or maintenance of any personal property not needed for public use to be sold pursuant to this section.

(5) A contracting unit may reject all bids if it determines such rejection to be in the public interest. In any case in which the contracting unit has rejected all bids, it may readvertise such personal property for a subsequent public sale. If it elects to reject all bids at a second public sale, pursuant to this section, it may then sell such personal property without further publication or notice thereof at private sale, provided that in no event shall the negotiated price at private sale be less than the highest price of any bid rejected at the preceding two public sales and provided further that in no event shall the terms or conditions of sale be changed or amended.

It further appears that the fire truck has a value of at least \$45,000.00, as indicated by the offer from Northeast Fire Apparatus, Inc. which was submitted to Fire Commissioner Dwayne Jones. It appears that Fire Commissioner Jones signed an acceptance of the offer on behalf of the Willingboro Volunteer Fire Co. No. 1.

That acceptance is not valid, as the vehicle is owned by the Township of Willingboro and only the Township Council can authorize the disposition of the vehicle. Neither the Advisory Board of Fire Commissioners nor the Volunteer Fire Company have the legal authority to dispose of property purchased with public funds by the Township of Willingboro.

The disposition must be in accordance with the statutory provisions set forth above and the proceeds of the sale would be paid to the Township of Willingboro.

On a procedural basis, the Township Council could adopt a Resolution declaring the 1975 Mack Aerialscope to be surplus and no longer required for public use and authorizing the public sale of the equipment, and fixing a minimum bid of \$45,000.00.

The sale can then be advertised as required by the statute above.

In addition to the advertising, it would be in the interest of the Township to send information on the sale to any known prospective purchasers, such as Northeast Fire Apparatus, Inc.

Norton N. Bonaparte, Jr.

RE: Sale or Other Disposition of Fire Truck
LO97e03w Fire Truck

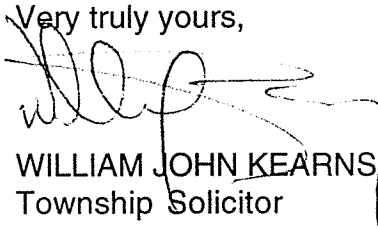
May 3, 1997

Page 3.

The Township could also check into companies which handle such sales for local governments and which have wide mailing lists for the distribution of information on the prospective sale.

Please let me know if you need anything further on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'WJK', with a long horizontal flourish extending to the right.

WILLIAM JOHN KEARNS, JR.
Township Solicitor

WJK:mmi

cc: Willingboro Township Council

Northeast Fire Apparatus Inc.

1201 Marshall Avenue
Lancaster, PA 17601
717-293-8831
800-367-9542
FAX 717-299-3511

March 26, 1997

Commissioner Dwayne Jones
Willingboro Vol. Fire Co. No. 1
Chrleston Rd. & JFK Way
Willingboro, NJ 08046

Dear Dwayne

We have a prospective buyer for your surplus 1975 Mack Aerialscope. In order for us to market this unit to our prospective purchaser, the following terms and conditions shall govern our conduct and dealings:

The sale of this apparatus to our customer will be handled by Northeast Fire Apparatus, Inc. There are no other parties or sales organizations involved in this specific transaction.

Willingboro, through any and all of its town or Fire Department personnel, employees, designated agents, or any other personnel, shall have no contact with our purchaser, except any incidental questions the purchasers may ask during their inspection trip, and that no discussion of price, terms or other conditions of this sale will take place with the prospective purchasers, except as sanctioned by Northeast.

You have requested an asking price of \$ 45,000.00 to sell the vehicle. In the event that an offer to purchase the vehicle for less than that is made to you, that offer will be submitted to you only through Northeast. You shall have the right to accept, reject, or counter the offer. At no time shall you enter into any negotiations with the customer directly. Willingboro, through this agreement, hereby declares that Northeast will be paid a commission through the sale of this vehicle, if sold to our customer, that we introduce to Willingboro. The commission will be paid directly from the purchaser, and no monies for the commission will be paid or owed to Northeast from Willingboro. Any offers submitted to Willingboro shall be net monies to be paid to Willingboro.

If these terms of agreement are acceptable, please sign this agreement and fax it back to us. We have made arrangements to show our customers the vehicle at an early upcoming date.

Agreed to this Wed day of March 26th, 1997 by Dwayne M. Jones (Name), Commissioner (Title) on behalf of the Willingboro Vol. Fire Co. No.1 Willingboro, NJ

Dwayne M. Jones
Willingboro Vol. Fire Co. No. 1
Authorized Signature

Glenn D. Usdin, President
Northast Fire Apparatus, Inc.

RESOLUTION NO. 72 - 1997


WHEREAS, by Resolution No. 7, 199 , Willingboro Township Council established meeting dates, times and places; and

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

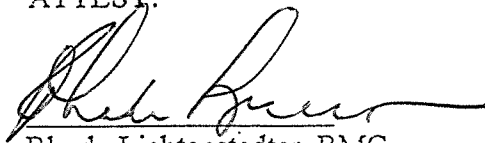
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of May, 1997, that the list of meeting dates be amended as follows:

ADD: Monday - May 12, 1997 - 7:30 PM

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


MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 73 - 1997

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, had established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue to expand existing programs; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of May, 1997, hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates Denise Rose Willingboro Recycling Coordinator to ensure that the said application is properly filed.


DOREATHA D. CAMPBELL
DEPUTY MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 74 - 1997

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

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

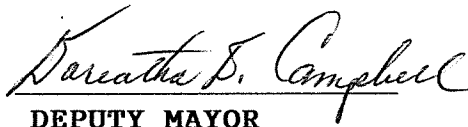
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 12, 1997, that an Executive Session closed to the public shall be held on May 12, 1997, at 8:35 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. 1997 - 75

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

WHEREAS, the need exists for Engineering and Inspection services
relative to 1997 Roadway, Concrete and Drainage projects; and

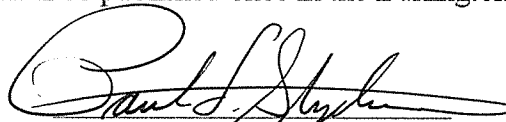
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40§:11-1 et
seq) requires that a resolution authorizing the award of contract for professional
services without competitive bids and the contract itself must be available for public
inspection:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 20th day of May,
1997, as follows:

1. The Mayor and Clerk are hereby authorized and directed to
execute the attached agreement with Arnold W. Barnett, of the firm of Lord, Anderson
Worrell and Barnett, in an amount not to exceed \$250,000.

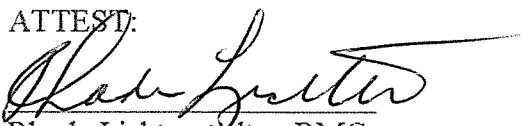
2. This contract is awarded without competitive bidding as a professional
service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law
because the services are to be performed by a person authorized by law to practice a
recognized profession.

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



PAUL L. STEPHENSON
MAYOR

ATTEST:



Rhoda Lichtenstädter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Pro Serv. 1997- Roadway, Drainage & Concrete
Repairs

The money necessary to fund said contract is in the amount of \$250,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number PENDING ADOPTION OF THE 1997 CAPITAL ORD.

_____ . These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and Arnold W. Barnett, P.E. & L.S.

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

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

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

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

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

III. SERVICE. During the terms of this Agreement, the Engineer agrees to provide design, engineering and inspection services. for 1997 Drainage, concrete and roadway repairs

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 10 1997

V EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

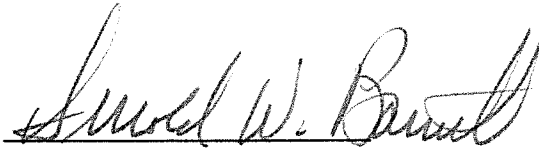
XI ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in any writing executed by the parties hereto.

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

TOWNSHIP OF WILLINGBORO



MAYOR



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

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

5/20/97
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.

May 21, 1997

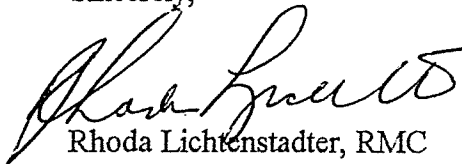
Mr. Arnold W. Barnett
Lord, Anderson, Worrell & Barnett
651 High Street
P.O. Box 68
Burlington, New Jersey

Dear Mr. Barnett:

Enclosed is a copy of Resolution No. 75 -1997 adopted by Willingboro Township Council meeting of May 20, 1997 authorizing a Professional Services Agreement with Arnold W. Barnett for Engineering and Inspection Services for 1997 Roadway, Concrete and Drainage projects. Also enclosed is the Professional Services Agreement to be signed by you. After you have signed it, please return to my office.

Thank you.

Sincerely,



Rhoda Lichtenstadter, RMC
Township Clerk

/eb

Enclosures

RESOLUTION NO. 1997 - 76

A RESOLUTION AUTHORIZING THE REDUCTION
OF A PERFORMANCE GUARANTEE FOR CATHEDRAL
OF LOVE.

WHEREAS, the applicant, CATHEDRAL OF LOVE, has requested that their performance guarantee be reduced; and


WHEREAS, the engineer has inspected the above referenced property, as indicated by his letter dated May 12, 1997 and has found the property to be in accordance with the requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of May 1997, that the performance bond be reduced to the amount of \$39,492 to insure construction of the balance of the bonded items.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Planning Board, Auditor, applicant and Finance Officer.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk



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

More than a Civil Engineering Firm

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

RECEIVED

MAY 12 1997

May 12, 1997

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

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

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

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

RE: Cathedral of Love
Request for Bond Reduction
LAWB File No. 93-39-82

John P. Augustino
Stephen L. Berger
Christopher J. Bouffard, PLS & PP
Barry S. Dirkin
Mark E. Malinowski, PE
Ashvin G. Patel, PE
Scott D. Taylor, CLA & PP

Dear Ms. Lichtenstadter:

In accordance with the request from the above referenced applicant, we have performed a guarantee site inspection. The inspection was performed on April 23, 1997. As a result of that inspection, we have determined that the Performance Guarantee required to insure construction of the balance of those bonded items amounts to \$39,492.00 (see enclosure). It would therefore be appropriate for Council to reduce the Performance Guarantee to such an amount.

Gordon L. Lenher, LS
Theresa C. McGettigan, CLP
Edwin R. Ruble, LS
Gurbachan Sethi, PE
Alfred L. Wright, PE & PP
Gary Zube, LS

Please call if you have any questions.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Arnold W. Barnett, PE & LS
Willingboro Township Engineer

Consultant
C. Kenneth Anderson, PE & LS, PP

AWB:mc

Enclosure

cc: Rev. M.K. Baxter, Cathedral of Love

ARNOLDMAYRHODA.DOC (97)

**PERFORMANCE GUARANTEE ESTIMATE
 CATHEDRAL OF LOVE CHURCH
 BLK 901, LOT 246 & p/o LOT 245
 TOWNSHIP OF WILLINGBORO
 LAWB FILE NO. 93-39-82**

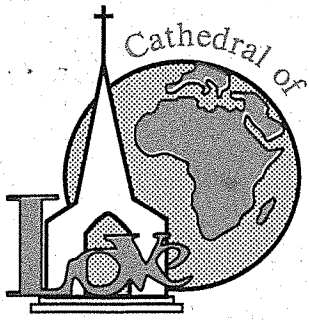
June 16, 1994

23-Apr-97

NO	DESCRIPTION	QTY	UT	PRICE	AMOUNT	% Complete	Remaining \$
1	6" x 8" x 18" CONCRETE CURB	250	LF	\$20.00	\$5,000.00	100%	\$0.00
2	FINE GRADE PROP. PARKING AREA	3150	SY	\$5.00	\$15,750.00	100%	\$0.00
3	SAW CUT AND REMOVE EXISTING ASPHALT	80	SY	\$5.00	\$400.00	100%	\$0.00
4	BITUMINOUS CONCRETE SURFACE COURSE, 1 1/2" THICK	3230	SY	\$4.00	\$12,920.00	0%	\$12,920.00
5	BITUMINOUS STABILIZED BASE COURSE, 2" THICK	3230	SY	\$4.25	\$13,727.50	100%	\$0.00
6	CONCRETE WHEEL STOPS	11	UT	\$75.00	\$825.00	0%	\$825.00
7	4' HIGH CHAIN LINK FENCE	145	LF	\$20.00	\$2,900.00	100%	\$0.00
8	PARKING STRIPES AND SYMBOLS	1	LS	\$2,500.00	\$2,500.00	50%	\$1,250.00
9	BUILDING MOUNTED LIGHTING FIXTURES	5	UT	\$2,100.00	\$10,500.00	60%	\$4,200.00
10	TWIN LUMINAR SITE LIGHT POLES	3	UT	\$3,000.00	\$9,000.00	100%	\$0.00
11	INSTALL SINGLE LUMINAR SITE LIGHT POLES	4	UT	\$2,600.00	\$10,400.00	50%	\$5,200.00
12	SHADE TREES	10	UT	\$150.00	\$1,500.00	0%	\$1,500.00
13	EVERGREEN TREES	1	UT	\$150.00	\$150.00	0%	\$150.00
14	SHRUBS AND GROUND COVER	194	UT	\$35.00	\$6,790.00	13%	\$5,915.00
15	MULCH LANDSCAPE BEDS	35	CY	\$10.00	\$350.00	0%	\$350.00
16	SIGHT SIGN/CHURCH I. D.	2	UT	\$3,000.00	\$6,000.00	100%	\$0.00
17	TRAFFIC SIGNS	4	UT	\$150.00	\$600.00	0%	\$600.00

TOTAL	\$99,312.50	\$32,910.00
X 120%	\$119,175.00	\$39,492.00

INSPECTION ESCROW= \$2,383.50



Rev M. K. Baxter, Pastor

Phone (609) 835-4141

Fax (609) 877-4740

139 Beverly-Rancocas Road, Willingboro, NJ 08046

April 17, 1997

RECEIVED

APR 21 1997

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

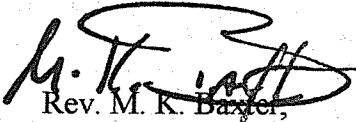
Township of Willingboro
Municipal Complex
Township Clerks Office
One Salem Rd.
Willingboro, NJ 08046

RE: Cathedral of Love Lot # 246, Block # 901

Dear Township Clerk:

In regards to the above referenced property, we are asking for a reduction in our Letter of Credit Amount based on the work that has been completed at our site.

Sincerely,


Rev. M. K. Baxter,
Pastor

MKB/rs

cc: Arnold Barnett

"Making a Difference through Love and the Word of Christ our Lord"

RESOLUTION NO. 77 - 1997

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

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

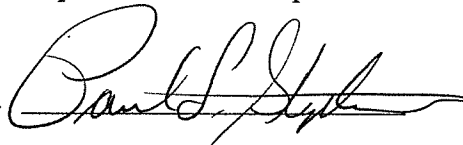
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

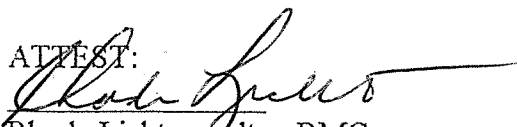
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 21, 1997, that an Executive Session closed to the public shall be held on May 21, 1997, at 8:30 p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1997 -78

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

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

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

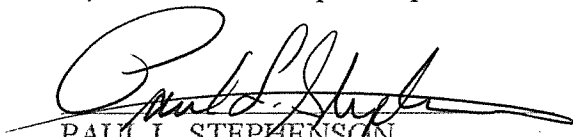
WHEREAS, it appears to be in the best interest of the Township to accept the bids as per the attached sheets; and

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

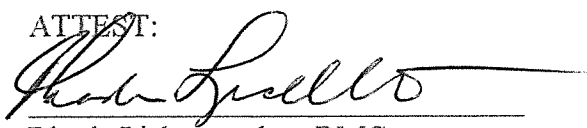
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of May, 1997 that the bids be accepted as per the attached recommendations.

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


PAUL L. STEPHENSON
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 Lawn & Landscaping, Painting,

ReRoofing & Carpentry

The money necessary to fund said contract is in the amount of _____ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number MAINTENANCE LIENS, ETC.

_____. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs for JD.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

No
columns
for
A
Ed
10
10

INTEROFFICE MEMORANDUM

DATE: May 16, 1997
TO: Norton N. Bonaparte, Jr., Township Manager
FROM: Leonard Mason
RE: Recommendation for Bid Award

I have reviewed the following bids and recommend the bids be awarded to:

LAWN & LANDSCAPING

Primary Contractor	Cezar's Lawn Care
Alternate Contractor	Green Thumb Landscaping

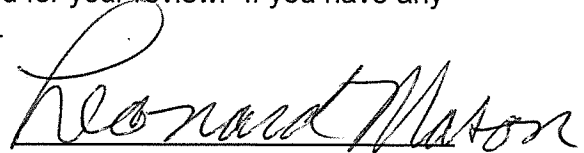
RE-ROOFING & CARPENTRY

Primary Contractor	Framo Brothers
Alternate Contractor	Belton Associates

PAINTING

Primary Contractor	Asset Management
Alternate Contractor	Belton Associates

Copies of the bid specifications are attached for your review. If you have any questions, I am available to discuss them with you.



Leonard Mason
Director of Inspections

ba
Att.

township of Willingboro

TELEFAX COVER SHEET

TO:

WJK

COMPANY:

KUG+K

DATE:

6/5/97

TO FAX NO.

FROM:

Phede R EXT. 6202

SENDER FAX

835-0782

PAGES INCLUDING COVER

2

SUBJECT:

Bill; Carl's Contract Has remained
unsigned. This letter just came today
Please advise!

FOR YOUR INFORMATION

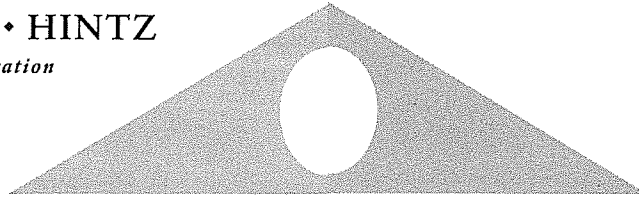


PLEASE RESPOND

THANK YOU.

CLARKE • CATON • HINTZ

A Professional Corporation

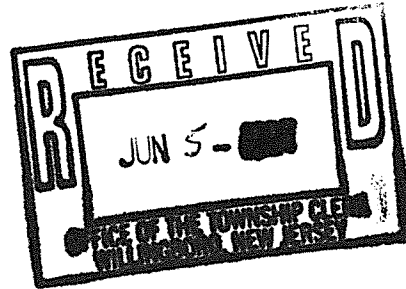


Station Place
400 Sullivan Way
Trenton NJ 08628-3407

tel: (609) 883-8383
fax: (609) 883-4044

June 3, 1997

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



Re: Professional Services Contract

Dear Rhoda:

Thank you for sending the professional services contract via facsimile. Our bookkeeper is on extended sick leave and this situation has created some difficulty in finding the necessary documents. Please accept my apologies for not responding earlier. Mr. Hintz and I reviewed the contract and it became clear why it had not been signed. The contract contains a clause limiting the fee for Master Plan services to \$10,000. This clause came as a surprise to us since we had not been consulted on the amount. We knew that the Township had intended to set a fixed fee for the contract but we never knew that it had done so or the amount. If we had known, we would have worked accordingly. We have been billing for Master Plan services at our normal municipal rate on an hourly basis. It so happens that the amount billed is close to this amount, but this is only coincidence.

This issue needs to be resolved before we can sign the contract and return it to you. Otherwise, the remainder of the contract is acceptable. Either Mr. Hintz or I are available at your convenience to discuss the contract.

Very truly yours,

Brian M. Slaugh, PP, AICP
Senior Associate

cc. Norton Bonaparte, Township Manager
Carl Hintz, Principal
Kathleen Griffith

S:\PUBLIC\APPS\DOC\5240\MPBILLIN.WPD

RESOLUTION NO. 79 - 1997

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

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

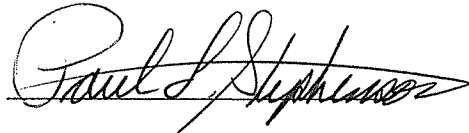
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

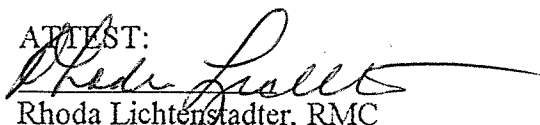
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 27, 1997, that an Executive Session closed to the public shall be held on May 27, 1997, at 9:40 p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 80 - 1997

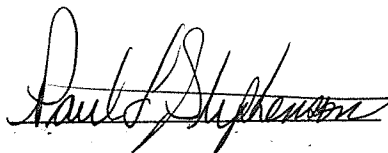
WHEREAS, by Resolution No. 7, 1997, Willingboro Township Council established meeting dates, times and places; and

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 27th...day of ..May.., 1997, that the list of meeting dates be amended as follows:

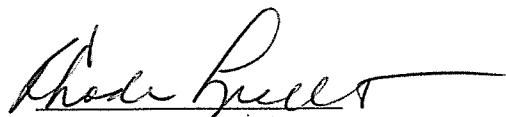
**DELETE - June 10, 1997 AND
CHANGE MEETING TIME ON June 17, 1997 TO 7:00 PM**

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



MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 81., 1997

WHEREAS, an examination of old Planning/Zoning escrow accounts has occurred and the Clerk's Office, along with the Township Engineer, has decided that these money's should be refunded, returned, to the Township and/or the Applicant as detailed below.

<u>Applicant</u>	<u>Refund Township</u>	<u>Refund Applicant</u>
Arby's	\$ 561.50	--
Baseman / Frank	\$1,397.50	\$ 700.00
Del. Valley Baptist Church	\$ 282.50	\$ 1,253.15
Donuts Galore	\$ 702.55	\$ 1,160.66
First Jersey Nat'l Bank	--	\$ 150.00
JAB / Pennypacker Village	\$ 564.75	--
Jevic	\$1,110.13	\$ 9,008.87
Kentucky Fried Chicken	--	\$ 1,848.30
Kirschner Bros.	\$ 282.00	\$ 2,840.89
L & A Homes	--	\$ 47.06
Lappin	\$ 226.00	\$ 504.50
M & W	\$ 210.00	(HOLD \$1,825.30 Active)
McDonalds		\$ 27.98
Med Central / Jansak	\$ 697.75	--
Platt, Barry/ W'Boro Car Wash	\$ 900.63	\$ 230.71
Rite Aid / Old	--	\$ 426.80
Risco	--	\$ 165.00
Riverview Sports / Kim M.	--	\$ 4,783.69
Super Fresh	\$ 51.00	\$ 199.00
VanSciver Pkway/Neuro	\$ 991.12	\$ 196.90
VHS Realty	\$ 186.25	\$ 163.75
WaWa	\$1,819.63	--
Willing-B-Wire	\$2,880.43	--
Woodlane Shopping Center Dunair Inc.	--	\$ 500.00
Zurbrugg RVH Div.	--	\$ 2,643.83
	<u>\$12,863.74</u>	<u>\$26,851.09</u>

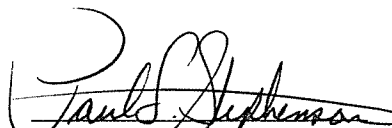
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of May, 1997, that the above unused escrow money's be refunded to the Township and/or the Applicants as indicated.

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

Attest:



Township Clerk
(Old-Acct Res.doc)



Paul L. Stephenson, Mayor

OLD ACCOUNTS / with Kirk Applegate, Auditor 5/20 - 5/23/97

	APPLICANT	FINANCE BALANCE	REFUNDS DUE
(1)	ARBY'S	\$ 561.50	Township ALL
(2)	Baseman / Frank	\$ 2,097.50	Township \$1,397.50 Applicant \$ 700.00
(3)	Delaware Valley Baptist Church	\$1,535.65 (\$ 308.75)	Township \$ 282.50 Applicant \$ 26.25
(4)	Donuts Galore	\$1,863.21	Township \$ 702.55 Applicant \$1160.66
(5)	JAB / Pennypacker Village	\$ 564.75	Township ALL
(6)	Jevic	\$10,119.00	Township \$1,110.13 Balance Applicant
(7)	Kentucky Fried Chicken	\$1,848.30	Applicant ALL
(8)	Kirschner Bros.	\$3,122.59	Township \$ 282.00 Applicant \$2840.89
(9)	L & A Homes	\$ 47.06	Refund Appl. All
(10)	Lappin	\$ 730.00	Township \$226.00 Applicant \$504.50
(11)	M & W	\$2,035.30	Township \$210.00 Applicant Balance
(12)	McDonalds	\$ 27.98	Applicant ALL
(13)	Med Central / Jansak	\$ 697.75	Township ALL
(14)	Platt, Barry / Car Wash W' Boro	\$1,131.34	Township \$900.63 Applicant \$230.71
(15)	Rite Aid / Old	\$ 426.80	Applicant ALL
(16)	Risco	\$ 165.00	Applicant ALL
(17)	Riverview Sports / Kim M.	\$4,783.69	Applicant ALL
(18)	Super Fresh	\$ 250.00	Township \$ 51.00 Applicant - \$199.00

(19)	VanSciver Pkway/Neuro	\$1,188.02	Township \$991.12 Applicant \$196.90
(20)	VHS Realty	\$ 350.00	Township \$186.25 Applicant \$163.75
(21)	WaWa	\$1,819.63	Township ALL
(22)	Willing-B-Wire	\$2,880.43	Township ALL
(23)	Zurbrugg RVH Div.	\$2,643.83	Applicant ALL
(24)	First Jersey Nat'l Bank	\$ 150.00	Applicant ALL

ALSO / Sitting with no action -

Woodlane Shopping Center Dunair Inc.	\$ 500.00	Applicant ALL
-----------------------------------------	-----------	---------------

M. W. G. Smith
5/27/97

Check

INTEROFFICE MEMO

MEMO TO: MEMBERS OF TOWNSHIP COUNCIL
TOWNSHIP MANAGER
SOLICITOR

FROM: Marie Annese

DATE: May 27, 1997

SUBJECT: OLD ESCROW ACCOUNTS

Last week, Kirk Applegate from Bowman and Co., gave a good deal of his time to go over long standing escrow accounts. The result of the time spent is the attached list of 25 old accounts. The applications that these accounts represent were all filed prior to 1987. Please note that Mr. Barnett signed off on page 2.

Also attached is a draft resolution dealing with the release of the funds. Once approval is obtained the Treasurer's office will be requested to write one check for \$12,863.74 (representing the Township's portion) for deposit in the Current Fund and letters will go out to the applicants or the representing attorney, along with a township voucher for the amount to be refunded.

/ma
Att.

TOWNSHIP OF WILLINGBORO

Resolution 1997 - 82

A Resolution of the Township Council of the Township of Willingboro providing for a Emergency Meeting of the Township Council where adequate notice may not have been provided pursuant to the Open Public Meetings Act

Whereas, the Township Council of the Township of Willingboro has been engaged in negotiations with the Willingboro Board of Education for a lease of the pool facilities at the Country Club School, and

Whereas, the Township of Willingboro received on May 30, 1997, a revised version of the lease which eliminates the 60 day termination provision which appeared in prior drafts of the lease, and

Whereas, the proposed lease includes a provision which provides that "should BOARD be unable to commence the term of this lease by May 31, 1997, then either party shall have the right to cancel this Lease upon ten (10) days written notice to the other, and neither party shall have any further claim or right against the other.", and

Whereas, it is essential that there be no possible confusion or misunderstanding over the potential impact of that provision and that the lease be executed prior to May 31, 1997, and

Whereas, the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.* requires that adequate notice be given to the public of a meeting, and

Whereas, the notice of the meeting of the Township Council to be held on May 30, 1997, could not be given at least 48 hours in advance of the meeting, as provided by the Open Public Meetings Act, and

Whereas, the delay that would result from not taking immediate action to act on the proposed Lease between the Willingboro Board of Education and the Township of Willingboro could jeopardize the operation of the 1997 summer swimming program, and

Whereas, the Open Public Meetings Act, *N.J.S.A. 10:4-9* does permit a meeting to be held, even where adequate notice has not been provided, upon the affirmative votes of three-quarters of the members present if the meeting is required in order to deal with matters of such urgency and importance that a delay for the purpose of providing adequate notice would be likely

to result in substantial harm to the public interest and the meeting is limited to discussion of and acting with respect to such matters of urgency and importance and notice of the meeting is provided as soon as possible following the calling of such meeting by posting written notice in a public place and by notifying the newspapers by telephone, telegram or by delivering a written notice to them, and

Whereas, the Township Clerk did, on May 30, 1997, post the required notice and provide notice to the newspapers required to receive notice that a Special meeting of the Township Council will be held on May 30, 1997, at 4:00 P.M., and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled this 30th day of May, 1997, that:

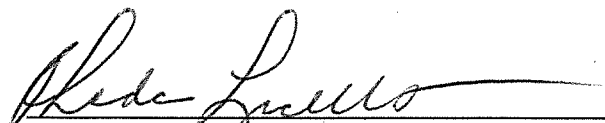
1. A Special meeting of the Township Council shall be held on May 30, 1997, at 4:00 P.M. at the Municipal Complex in Willingboro for the purpose of acting on the proposed lease between the Willingboro Board of Education and the Township of Willingboro for the swimming pool facilities at the Country Club School.

2. A copy of this Resolution shall be posted on the Bulletin Board in the Municipal Complex, shall be delivered to the Burlington County Times and shall be mailed to those entitled to receive such notice pursuant to the Open Public Meetings Act.



Paul L. Stephenson
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 May 30, 1997



Rhoda Lichtenstadter, R.M.C.
Township Clerk