RESOLUTION NO.  $3 \sim 1995^-$ 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 Feb i4, 1995, that an Executive Session closed to the public shall be held on Feb i4, 1995 at j0:17 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.

PAUL KRANE

MÁYOR

Rhoda Lichtenstadter

FOR Information Only

RESOLUTION NO. 33 - 1995

WHEREAS, by Resolution No. 7, 1995, 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 21 day of  $_{\rm Feb}$  , 1995, that the list of meeting dates be amended as follows:

CANCEL MEETING FEB. 23, 1995

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

RHODA LICHTENSTADTER RMC

TOWNSHIP CLERK

RESOLUTION NO.34 - 199.5 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 Feb 21 , 1995, that an Executive Session closed to the public shall be held on Feb. 21, 1995 at 9 :  $0\mathfrak{P}$ .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.

PAUL KRANE

MAYOR

Rhoda Lichtenstadter

#### RESOLUTION NO. 35 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for 1994 Concrete Repairs Project; 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 Budd Concrete, Inc. of Haddon Heights, N.J.; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of February, 1995, that the bid be accepted as in the amount of \$58,422.80; and

 $$\operatorname{\textsc{BE}}$  IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

PAUL KRANE

MAYOR

ALYKSI:

Rhoda Lichtenstadter

## 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)
and contract between the
Township of Willingboro and Budd Concrete, Inc
Township of Willingboro and Budd Concrete, Inc.  1994 Concrete Repair Proj  The money necessary to fund said contract is in the
amount of 48 422.80 and, upon approval of the contract,
the funds shall be charged to the following line item
appropriation of account number <u>047694-A</u>
. These funds are not being
certified as being available for more than one pending contract.

Joanne Diggs
....Finance\_Director

cc: Township Solicitor Township Auditor



CIVIL ENGINEERING AND SURVEYING PLANNING, PARKS AND RECREATION

February 21, 1995

FEB 2 2 1995

OFFICE OF THE TOWNSHIP CLERK WILLINGBORO, NEW JERSEY

Robert W. Lord, PE & LS, PP C. Kenneth Anderson, 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

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

Gordon L. Lenher, LS Edwin R. Ruble, LS Gurbachan Sethi, PE Scott D. Taylor, CLA & PP L. Gary Zube, LS

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

RE:

Recommendation of Award 1994 Concrete Repairs Project, Contract II LAWB File No. 94-39-33A

Dear Council Members:

Sealed bids were received on February 17, 1995 at 10:00 AM for the 1994 Concrete Repairs Project, Contract II. As you can see by the attached bid tabulation, Budd Concrete, Inc. placed the lowest of eight bids. Three letters of reference were included with the bid package, one of which was from the Willingboro Township Board of Education.

Based on the results of the bid tabulation and letters of reference, I hereby recommend awarding a contract in the amount of \$58,422.80 to Budd Concrete, Inc. of Haddon Heights, NJ.

Should you have any questions or require additional information, please do not hesitate to call.

Very truly yours,

LORD ANDERSON, WORREDL & BARNETT, INC.

Arnold W. Barnett, PE & LS Willingboro Township Engineer

AWB:lt

**Enclosures** 

Norton Bonaparte, Jr., Acting Township Manager cc:

ARNOLD\FEB\BUDDCONC.F21 (95)

\$99,797.45		\$83,650.00				
	\$23.00		\$25.00	0 LF		5 CONCRETE CURB, IAWD
	\$45.00		\$40.00	0 CY		4 DENSE GRADED AGGREGATE, IAWD
\$19,250.00	\$77.00	\$16,250.00	\$65.00	250 SY		3 6" R. C. DRIVE APRONS
\$16,786.00	\$77.00	\$16,350.00	\$75.00	218 SY		2 6" R. C. SIDEWALK
\$63,761.45	\$62.45	\$51,050.00	\$50.00	1,021 SY		1 4" CONCRETE SIDEWALK
AMOUNT	PRICE	AMOUNT	PRICE	103 3.11	QUANTITY	ITEM DESCRIPTION
767-0803	767-	9490	692-9490			LAWB FILE NO. 94-39-33A
DeFALCO & BISCONTE ATCO NJ	DeFALCO &	MASONRY AND NJ	TRI STATE MASONRY VINELAND NJ		RACT II RO	1994 CONCRETE REPAIRS, CONTRACT II TOWNSHIP OF WILLINGBORO
\$58,422.80		\$60,879.00				
	\$18.00	\$0.00	\$20.00	0 LF		5 CONCRETE CURB, IAWD
	\$14.00	\$0.00	\$35.00	0 CY		4 DENSE GRADED AGGREGATE, IAWD
\$11,000.00	\$44.00	\$11,250.00	\$45.00	250 SY		3 6" R. C. DRIVE APRONS
\$8,829.00	\$40.50	\$9,810.00	\$45.00	218 SY		2 6" R. C. SIDEWALK
\$38,593.80	\$37.80	\$39,819.00	\$39.00	1,021 SY		1 4" CONCRETE SIDEWALK
AMDONA	PRICE	AMOUNT	PRICE		ALIENVOO	TEM DESCRIPTION
939-4991	939-					LAWB FILE NO. 94-39-33A
HADDON HEIGHTS NJ	HADDON H				RO	TOWNSHIP OF WILLINGBORO
BUD CONCRETE	вир со	ESTIMATE	ENGINEERS		RACTII	BID TABULATION SHEET 1994 CONCRETE REPAIRS, CONTRACT II

## RESOLUTION NO.36 - 1995 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 February 28, 1995, that an Executive Session closed to the public shall be held on February 28, 1995 at 9:25 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.

PAUL KRANE

MAYOR

Rhoda Lichtenstadter

### RESOLUTION NO. 37 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Landscaping Services for Broido Park; 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 Sussman Lawn Service, Sicklerville, N.J.; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of March, 1995, that the bid be accepted in the amount of \$119,886.90; and

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

JEFFREY E. RAMSEY

DEPUTY MAYOR

Rhoda Lichtenstadter

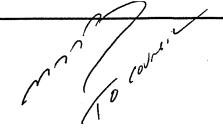
### OF FUNDS FOR CONTRACT

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 Cassman Lawn Seed, ee Sickles Ville, MJ

Johne Diggs
-- Finance Director

cc: Township Solicitor Township Auditor

## township of Willingboro



MEMO TO:

NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER

FROM:

HARRY W. MCFARLAND, SUPERINTENDENT

DATE:

FEBRUARY 23, 1995

SUBJECT:

BROIDO PARK PLAY AREA

The attached sheets contain the submitted bids and recommendation for selection by Thomas Miller, our Park Planner.

I have been part of the process since its inception and present at the bid opening, and; I agree that it would be in our best interest to award the bid to Sussman Lawn Service of 36 Sugarbush Drive, Sicklerville, NJ who was the low bidder.

A certification of available funds is required, and; we receive our funds from HUD by electronic drawdown on an as needed basis. I have requested the HUD office in Newark to acknowledge that sufficient funds are available. This should not present a problem since to date we have only used less than fifteen thousand dollars of the grant of one hundred fifty thousand (\$150,000).

If you agree with my recommendation, you may wish to forward this recommendation to the Township Clerk to be included in next week's Council Agenda.

Harry W. McFarland, Superintendent Public Works/Recreation Department

un un culan

HWM/rmj

### fownship of Willingboro

February 21, 1995

U.S. Department of Housing and Urban Development Attention: Curtis Rumph 1 Newark Center Newark, New Jersey 07102-5260

Dear Mr. Rumph:

Attached is a copy of our Engineer's recommendation for the award of a contract for the construction of a facility to be funded by a Special Purpose Grant # NJ39SPG35

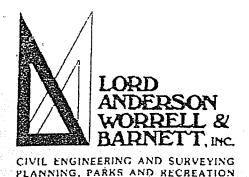
Before we can award the contract we must have an acknowledgement that sufficient funds are available. records indicate a balance of \$ 138,194.

Please acknowledge this balance as soon as possible, because of the time restrictions in award of contract.

Thank you for your continued assistance

W. McFarland, Superintendent Public Works/Recreation Department

HWM/rb enclosure



Robert W. Lord, PE & LS, PP C. Kenneth Anderson, PE & LS, PP Raymond L. Worrell, II, PE & I S, PP Arnold W. Barnett, PE & LS

Thomas J. Miller, PE & PP

Post-It" brand fax transmittal m	nema 7671	# of pages	· 3
TOHR. HARRY MCFARLAND	From THO	HAS	MILLEA
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Dept. Robert Was force		7-280	
Fax# 871 - 6990	Fax# 38	7-300	9
	·	7	7

February 20, 1995

L. Gary Lube, L.

Willingboro Township Municipal Complex One Salem Road Willingboro, NJ 08046

Attention: Mr. Harry W. McFarland, Superintendent

Public Work/Recreation Department

RE:

Broido Park File No. 9953

Dear Mr. McFarland:

Bids were received on Wednesday, January 18, 1995 for the David S Broido Memorial Park Contract. We have recently received additional information from the contractor regarding the subcontractors qualifications for the installation of the playpiece. We are satisfied with what has been submitted.

After review and calculation of the submitted bids, Sussman Lawn Service of 36 Sugarbush Drive, Sicklerville, NJ 08081 is the low bidder. LAWB recommends acceptance of their bid for Item C. Total Lump Sum Bid (Items 1-9, 11-21). We are recommending award in the amount of One Hundred and Nineteen Thousand Dollars Eight Hundred and Eighty Six Dollars and Ninety Cents (\$119,886.90). This, of course, is subject to available funding. This contract must be awarded within sixty (60) calendar days of receipt of the bid.

If you have any questions or require additional information, please do not hesitate to call. We look forward to proceeding with this contract.

Sincerely,

LORD. ANDERSON, WORRELL & BARNETT, INC.

Thomas J. Miller, PE & PP

Associate Principal

TJM:bh
Enclosure (Bid Review Sheet)

TOM\FEB\BRODO.F20 (95)

651 High Street, P.O. Box 68, Burlington, NJ 08016 (609) 387-2800 FAX NO. (609) 387-3009

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		\$150.00	00.67	00:03:0	58.00	C.T.	14	20. Site Sign (Alternate)
		\$80.00	20.00	00.0013	20.00	T	6	G. Taxus baccain property
		\$120.00	00.02	W 00C3	50.00	UT	4	F. Stuchys byzantina
		00.027110	30.00	\$120.00	20.00	U	- 0	
		20.00.00	05 L	\$2,100.00	6.00		2000	D. Lobelia cardinalis
	*************	100.002	225.00	\$1,120.00	280.00		13.50	C. Linope musean "Royal Pumle"
		\$50,00	25.00	\$60.00	30.00		4	B. Koefreuteria paniculata
-					30 00	ET:	13	A. Clehm alnifolia
		\$2,450.00	7.00	Z-,/10.00				13. Landscaping
		31,125.00	10.00	00,000	1.20	SY	2450	•
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		20,000	475 00	\$5,000,00	500.00	TOT	10	17. Borrow Topsoil
		\$1 400 00	1,400.00	\$1,100.00	00.001,1	2	-	16. Bollard (Alternate)
		\$11.730.00	690.00	\$9,775.00	375.00	-	- ;  -	15. Bike Rack (Alternate)
		\$360,00	60.00	\$720.00	00.021		1.7	14. Wooden Bench
		\$585.00	9.00	\$650.00	10.00	N.	6	13. Riversione, 17.3"
		\$9,408.00	48.00	30,820,00	00.00	LJ:	65	The Court Laboratory and the Court of the Co
		****	****	00000	45 00	ΥS	196	12. Sharel Edwards & Sidewalk
	***************************************	00.000.00	0,000.00	****	***	LS	-	11. 4" Consider SI-1. " (Consider SI-1. " (Consi
		32,100.00	6 000 00	\$6.200.00	6,200.00	LS	-	10. Pos-fab Restroom
	***************************************	50,000,00	88	\$2,160.00	8.00	Ę	2/0	9. Lighting (Allernate)
		VA 500 P3	15.00	\$5,461.20	16.40	SY	220	8. Timber Edging
		U> 16t 765	11.50	\$27,573.00	13.00	37	722	7. Shredded Mulch Surface
		\$38,125,00	38,125.00	\$37,000.00	37,000.00	200	2121	6. Poured Safety Surface (Alternate)
		\$4,500.00	300.00	\$3,600.00	00.00	10	-	3. Playpiece Construction
		\$7,000.50	7,000.50	34, /30.00	00.000	LF	الد	* Construction
		\$5,000.00	5,000.00	00.000,24	7 750 00	S.I		- Latin Excavation: Unclassified
-		\$3,000.00	2,000.00	200.00	2 000 00	LS.	-	3 First Controls
Amount	rice	1900000	7 000 00	00 000 E\$	3,000.00	LS		7 Province
	Call	Amount	Price	Amount	Price	Unit	Yuantiy	1. Clearing Site
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			,			and the second s	The second secon	Thomas J. Miller, PE & Pr
						A CONTRACTOR OF THE CONTRACTOR	The second secon	
		239-8000	Burlings 23	589-4461		and the proof of t	The state of the s	Willinghord Municipal Complex
		P.O. Box E	, P.	Sewell, NJ 08080	Sewell	A CONTRACTOR OF THE CONTRACTOR	man and a second a	
		Eagle Construction	Eagle	Dox 22B, RD #3	Dox 2	A THE CONTRACT OF THE CONTRACT	The second secon	1/18/95/010:00 AM
	1.		*			A CONTRACTOR OF THE PROPERTY O	Suppression of the control of the co	LAWI III NO SELLINGBORO
						pp and of the property of the	~	DAYLU, SI BROIDO MEMORIAL PAR

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

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties and the removal of one made in error as per the attached lists; and

WHEREAS, Section 21-9.13 further provides that the Township Council must, by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of March, 1995, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

JEFFREY E. RAMSEY

DEPUTY MAYOR

Rhoda Lichtenstadter

### township of Willingboro

MEMO TO:

Rhoda Lichtenstadter

FROM:

Leonard Mason

DATE:

March 7, 1995

SUBJECT:

PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$18,598.00 for the time period of February 7, 1995 thru March 7, 1995.

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

ADDRESS	BLOCK & LOT	<u>AMOUNT</u>	WORK DONE
105 Tallwood	1132-2	\$ 58.00	Resecure house;fix
			gar dr;sec frt dr
72 Babbitt	204-20	\$ 45.00	Rem limbs from Twp
			right-of-way
56 Gaffney	702-14	\$ 1140.00	Replace roof
61 Berkshire	241-32	\$ 3810.00	11 11
18 Gaylord	727-75	\$ 1960.00	11 11
33 Buckeye	224-26	\$ 800.00	Replace rotted frt
			fascia & soffitt
28 Huntington	607-8	\$ 8170.00	Replace roof; rem
		·	termite damaged
	$\frac{d^2}{dt}$		areas;install
			gutter,d'spout
14 Trinity	1114-18	\$ 2615.00	Replace roof
1 7 11 111 10 9		•	-
TOTAL		\$18598.00	
		•	

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

Leonard Mason

Director of Inspections

LM/ba

Copy: C. Hill

## township of Willingboro

MEMO TO:

Rhoda Lichtenstadter

FROM:

Leonard Mason

DATE:

March 7, 1995

SUBJECT:

PROPERTY MAINTENANCE VIOLATIONS

Please prepare a resolution for approval of Township Council to void the following liens:

23 Crosswick

BL 507 L 13

\$40.00

Invoice #5043

Lien was put on in error.

Leonard Mason

Director of Inspections

ba

### RESOLUTION NO. 39 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Re-roofing and Carpentry Repairs; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Framo Bros., as primary and Savage as alternate; and;

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of March, 1995, that the bid be accepted in the amount of \$85 per sq. ft. - all re-roofing and \$135 per sq. ft. for removal of entire roof.

 $$\operatorname{\textsc{BE}}$  IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTF&T:

Rhoda Lichtenstadter

### 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 FRAMOBROS AS FRIMARY
Township of Willingboro and FRAMOBROS AS PRIMARY SAVAGE AS ALTERNATED
amount of 35 " " FT Removed and, upon approval of the contract,
amount of 35 " of Removal and, upon approval of the contract,
the funds shall be charged to the following line item
appropriation of account number Township Maintenance heins
. These funds are not being
certified as being available for more than one pending contract.

Joanne Diggs

Finance Director

cc: Township Solicitor Township Auditor

## township of Willingboro

Lower Land

MEMO TO:

Norton N. Bonaparte, Jr., Township Manager

FROM:

Leonard Mason, Director of Inspections

DATE:

March 6, 1995

SUBJECT:

RECOMMENDATION FOR BID AWARD REROOFING & CARPENTRY REPAIRS

I have reviewed the bids received for reroofing and carpentry repairs and recommend that the bids be awarded to Framo Brothers for repairs on all roofs as primary contractor and Savage as alternate contractor.

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

Leonard Mason

Director of Inspections

LM/ba

WHEREAS, an applicant before the Planning Board, has received site plan approval for the construction of an addition; and the project requires the construction of storm water detention and conveyancing facilities to properly contain and direct surface water run-off; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of March, 1995, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the agreement with AHMADIYYA MOVEMENT IN ISLAM, INC., 500 Bridge St. Willingboro, N.J.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Ahmadiyya Movement in Islam, and to the Willingboro Township Planning Board for their information and attention.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

# township of Willingboro

March 8, 1995

Ahmadiyya Movement in Islam, Inc. 500 Bridge Street Willingboro, New Jersey 08046

#### Gentlemen:

Enclosed please find a copy of Res. No. 40, 1995 adopted by Willingboro Township Council at their meeting of March 7, 1995.

Also enclosed are two (2) copies of a Detention Basin Access and Maintenance Agreement requested by the Planning Board. Please sign and return both copies at the appropriate places and one fully executed copy will be returned to you.

Thank you for your cooperation.

Sincerely.

Rhoda Lichtenstadter Township Clerk rl Encs.

## Law Offices TAENZER, FRIEDMAN, ETTENSON & STOCKTON A PROFESSIONAL CORPORATION

Cont 3/1/95

URI HUGO TAENZER
JOSHUA FRIEDMAN
(MEMBER OF N J. AND MASS. BAR)
ALAN H. ETTENSON
(MEMBER OF N J. AND MASS. BAR)
CHRISTOPHER R. STOCKTON
(MEMBER OF N.J. AND PA. BAR)

123 NORTH CHURCH STREET
P.O. BOX 237
MOORESTOWN, NEW JERSEY 08057
(609) 235-1234
FAX (609) 235-1911

March 1, 1995

RECEIVED

MAR 3 - 19951

Mrs. Marie Annese Planning Board Secretary Municipal Complex Salem Road Willingboro, N. J. 08046

WILLIAM TOWNSOND OF ERK

Re: Ahmadiyya Movement in Islam, Inc. Amendment to Site Plan Application 500 Bridge Street Page 99 Block 1132, Lot 37

Dear Marie:

I am enclosing the Detention Basin Agreement which has been revised in the above matter.

Sorry for any inconvenience.

Best wishes.

Very truly yours,

TAENZER FRIEDMAN ETTENSON & STOCKTON
A Professional Corporation

URI HUGO TAENZER

UHT/cjp

Horace Albert Reeves, Jr. P. E. Frederick Hardt, Esquire

### DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this	_day of,
1995 by and between the TOWNSHIP COMMITTE	E OF THE TOWNSHIP OF
WILLINGBORO, a body corporate and politic of t	he State of New Jersey,
with offices at the Municipal Complex , Salem	Road, Willingboro, New
Jersey (the "Township") and AHMADIYYA MOVEMEN	NT IN ISLAM, INC. with
offices at 500 Bridge Street, Willingboro,	New Jersey 08046 (the
"Owner).	

#### RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Block 3, Lot 4.02 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on March 13, 1995 by the adoption of Resolution No. \_\_\_\_\_.
- C. Said Project requires the construction of storm water detention and conveyancing facilities to properly contain and direct surface water run-off.
- D. Owner is responsible for the proper maintenance, cleaning and repair of said storm water detention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.

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

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

- 1. All recitals set forth above are hereby incorporated by reference herein as if set forth herein at length.
- 2. Owner shall construct the storm water detention and conveyancing facilities as designated and described on its final plans on file with the Willingboro Township Planning Board, to wit:

Drawing No.		<u>Last Revised</u>
S - 1	Site Plan, Site Data, Site Location, & Zoning Map Property Owner List, Alterations and Additions to Existing Building	11/28/94
S - 2	Landscaping, Lighting, Soil Conservation & Drainage Plans etc.	11/28/94
S - 3	Sections & Details	11/28/94
S - 4 SC 1	Sections & Details Basement Floor Plan, First Floor Plan, Second Floor Plan, Front	11/28/94
	Elevation	9/23/94

Also, Topographic and Boundary Survey for Lot 37, Block 1132 prepared by William J. Robins, L. S. of Robins Associates dated August 31, 1994.

Also, Storm Water Management Report for Ahmadiyya Movement in Islam, 500 Bridge Street, Willingboro, NJ 08046, Block 1132, Lot 37, Sheet 99, prepared by Horace Albert Reeves, Jr. dated September, 1994 and revised through Thursday, October 27, 1994;

Also, Report titled Data for Ahmadiyya Movement - Post-Development - Area #2, Pages 1 through 13, dated October 27, 1994, prepared by Horace Albert Reeves, Jr., Architect/Engineer.

- 3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the detention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the storm water This maintenance shall include, but not limited control facilities. to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and re-construction of all detention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the detention basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.
- 4. Owner hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Owner, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Owner and its successors and assigns.
- 5. In the event that Owner or its successors and assigns fail to properly maintain the detention and conveyancing facilities, and in the event that an inspection pursuant to Paragraph 4 discloses items of work required to be performed as to the detention and

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

6. In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable

period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the detention and conveyancing facilities as the Township, in its sole judgment, deems necessary in order to protect the environment and the public health, welfare and safety.

- 7. The covenants and agreements herein contained shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owner of the property at the time that maintenance and repairs are required and work is performed.
- 8. Nothing herein shall be deemed to require the Township to take action to maintain and/or repair any detention or conveyancing facilities on the property.
- 9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

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

WITNESS	OR	ATTEST:		OWNERS			
							*
				AHMADIYYA	MOVEMENT	IN ISLAM,	INC.
				By:			٠.
(OD)							

(SEAL

TOWNSHIP: TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO

(SEAL)

Clerk

STATE OF NEW JERSEY

:ss

COUNTY OF BURLINGTON )

I CERTIFY that on Mar. , 1995, Phal A Lachtent Adoptionally came before me and acknowledged under oath, to my satisfaction, that:

- (a) He/She is the Township Clerk of the Township of Willingboro, the corporation named in this Agreement;
- (b) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is the Mayor of Willingboro Township.
- (c) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Committee;
- (d) He/She knows the proper seal of the Township which was affixed to this Agreement;
- (e) He/She signed this proof to attest to the truth of these facts.

Clerk

Sworn and subscribed before me on this 8H day of

Bernice amlicke

BERNICE AMLICKE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 1999

STATE OF NEW JERSEY ) :ss COUNTY OF BURLINGTON )
I CERTIFY that on , 1995, personally came before me and acknowledged under oath, to my satisfaction, that:
(a) this person is the secretary of AHMADIYYA MOVEMENT IN ISLAM, INC., the corporation named in this document;  (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is, the President of the corporation.
(c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(d) this person knows the proper seal of the corporation which was affixed to this document;
(e) this person signed this proof to attest to the truth of these facts.
Secretary
Sworn and subscribed before me on this day of

RESOLUTION NO. 41 - 1995 Held ful WHEREAS, the Township Council of the Township of Willingboro

has requested that bids be submitted for Lawn & Landscaping; 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 McGowan's Lawn Service as primary and Cezar as alternate; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of March, 1995, that the bid be accepted as in the amount of approximately \$16,000; and

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

PAUL KRANE MAYOR

ATTEST:

Rhoda Lichtenstadter Township Clerk

### 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 Mc bown - Remark . Cerar Township of Willingboro and Mc bown - Remark . Cerar The money necessary to fund said contract is in the amount of phoc (Cooco and, upon approval of the contract, the funds shall be charged to the following line item

Appropriation of account number <u>Cocke Enforcement</u>

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

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

## township of Willingboro

Lours, Marian

MEMO TO:

Norton N. Bonaparte, Jr., Township Manager

FROM:

Leonard Mason, Director of Inspections

DATE:

March 7, 1995

SUBJECT:

RECOMMENDATION FOR BID AWARD

LAWN AND LANDSCAPING

I have reviewed the bids received for lawn and landscaping and recommend that the bids be awarded to McGowan as primary contractor for lawn and landscaping and Cezar as alternate contractor.

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

Leonard Mason

Director of Inspections

LM/ba

Copy: Marie Annese

#### McGOWAN'S LAWN SERVICE

50 Brearly Drive Sicklerville, NJ 08081 (609) 875-0811

#### TELEFAX COVER SHEET

DATE: 3-7.	. 95		•	
TO: Len	Mason 8	135-0782	FAX#	,
FROM: Mike	Mc Gowan	•		
#PAGES: 1_				
RE: Equipment		K-behinds 3	-awn mawels,	edgers
wood-enters,	blowers, the	tcher, ispread	lers, lawn equ	ripment & tools
Chainsaus,			wipment. All	
Needs.				
				•

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