

RESOLUTION NO. 84 - 1994

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

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 seq) requires that a resolution authorizing the award of a contract or 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 28th day of June, 1994, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theodore E. Evans and Judith Evans, in an amount not to exceed \$75,000.00; and

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.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the

TOWNSHIP OF WILLINGBORO

and

EVANS & EVANS, Inc.

THIS AGREEMENT is made this 28th day of June, 1994, to be effective for the term July 1, 1994 through June 30, 1995, by and between the Township of Willingboro, hereinafter referred to as the "Township", and Evans & Evans, Inc., a New Jersey Corporation whose principals are licensed Social Workers, authorized to provide professional services within the State of New Jersey, hereinafter referred to as "Consultant".

I. SCOPE OF SERVICES

During the term of this Agreement, the Consultant will provide

1. Theodore Evans will provide full time clinical counseling services for juveniles on the basis of not less than thirty-five [35] hours per week.
2. Judith Evans will provide part time clinical counseling services for juveniles on the basis of seven [7] hours per week.
3. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
4. The specified hours per week may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences, provided that the average time provided each week is adjusted on a quarterly basis to meet the specified minimum weekly hours [35] and 455 hours per quarter.
5. The focus of the counseling and therapy services should be the juveniles who reside within the Township of Willingboro and who have become involved with the Police Department and who have been or are at risk of being charged with violations which would bring them before the Family Court. Counseling services and therapy shall be provided on a priority basis to individuals who reside within the Township of Willingboro and who are referred by the Willingboro Police Department or by the Willingboro Municipal Court. To the extent that working with the juvenile calls for involvement with the family, that additional interaction may be part of the program. It is not, however, the function of this program to provide a full range of family counseling programs. Individuals and families who need services beyond the scope of the program provided by the Township shall be referred to other sources for those services. Referrals shall not be to a specific individual or agency, but the client shall be provided with information on not less than two sources for those additional services.

6. Nothing in this Agreement shall bar the Consultant from providing additional client services on a private fee-paid basis, provided that those services are on the personal time of the Consultant and are not provided within Township facilities, and further provided that the client is advised, in writing, that those additional services are optional and that they are not part of the program conducted by the Township of Willingboro. A copy of the written notice, signed by the client, shall be maintained on file with the Township, in accordance with procedures established by the Township Manager.
7. The Consultant shall submit monthly, semi-annual and annual statistical reports to the Township Manager with information on services provided and such other data as may be requested by the Township Manager.

II. TERM OF AGREEMENT

This Agreement shall be for one (1) year commencing July 1, 1994 and ending on June 30, 1995. The Agreement may be renewed upon the mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

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

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

Theodore Evans \$ 28.10 per hour

[On the basis of a 35 hour work week for 52 weeks, the compensation will be the equivalent of \$51,144 per annum.]

Judith Evans \$ 1,600.00 per annum plus health benefits

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

Further deductions from the specified allocation shall be made to cover the actual cost of all salary related benefits, including, but not limited to, pension contributions, health insurance [family coverage under the name of either, but not both, of the consultants], social security contributions, unemployment contributions, and costs of worker's compensation coverage.

IV. SPECIAL PROVISIONS

- A. The Township will pay, out of the specified appropriation, other expenses as requested by the Consultant and approved by the Township Manager.
- B. During the initial year of the program [July 1, 1994 to June 30, 1995] the Township will provide the Consultant with office space in the Municipal Complex as designated by the Township Manager. The value of that space shall not be charged against the allocation for the program.
- C. During the initial year of the program [July 1, 1994 to June 30, 1995] the

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

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

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

V. CONSIDERATION

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

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

VI. NEW JERSEY LAW

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

VII. PARTIAL INVALIDITY

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

VIII. NO WAIVER

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

IX. CAPTIONS

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

X. NO ASSIGNMENT

This Agreement shall not be assigned by the Consultant.

XI. OWNERSHIP OF RECORDS

All records and data of any kind relating to the Township shall belong to the Township and be surrendered to the Township upon expiration or termination of this Agreement, and/or

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

XII. INSURANCE

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

A. Workers Compensation

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

B. Errors and Omissions

A minimum single limit of liability of \$1,000,000.00.

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

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

XIII. TERMINATION

This Agreement is for a term of one year, [July 1, 1994 to June 30, 1995]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

XIV. EQUAL OPPORTUNITY CLAUSE

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

XV. INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the professional activities of the

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

XVI. INDEPENDENT CONTRACTOR STATUS

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

XVII. ENTIRE AGREEMENT

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

XVIII. NOTICES

Notices under this Agreement shall be sent to:

Evans & Evans, Inc.:

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

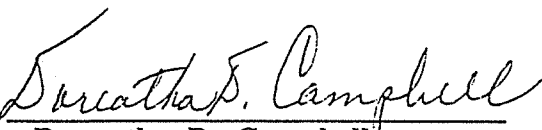
Township of Willingboro:

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

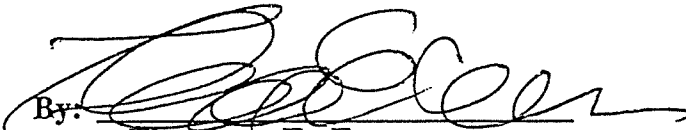
XIX. SIGNATURES

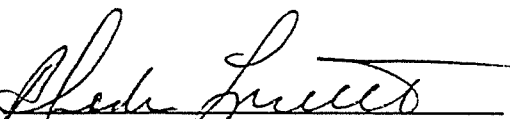
By these signatures, the parties agree to all the terms, conditions and provisions of this Agreement.

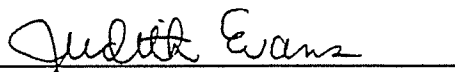
Township of Willingboro

BY: 
Doreatha D. Campbell
Mayor

Evans & Evans, Inc.

By: 
Theodore E. Evans
Consultant

BY: 
Rhoda Lichtenstadter
Township Clerk

By: 
Judith Evans
Consultant

RESOLUTION NO. 85 - 1994

WHEREAS, the need exists for preparation of an Urban Enterprise Zone application within the Township; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June, 1994, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Charles C. Nathanson & Assoc, P.A., consultants in planning, development and grantsmanship, in a negotiatable amount not to exceed \$11,500.

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.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. *86* - 1994
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

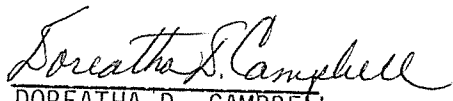
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 *June 28*, 1994, that an Executive Session closed to the public shall be held on *June 28*, 1994 at *7:57* p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter
Township Clerk

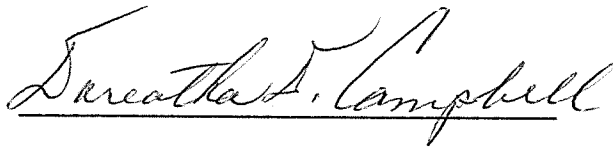
RESOLUTION NO. 87, 1994

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemption, 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 5th day of July, 1994, that refunds be made as per the attached schedule; and

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



DOREATHA D. CAMPBELL
MAYOR

ATTEST;



Rhoda Lichtenstadter
Township Clerk

RESOLUTION

Mark Henderson
59 Emerald Lane
B-811
L-15
Overpayment Taxes

\$647.83

Mortgage Authority
33200 W. 14 Mile Road
West Bloomfield, MI. 48322-3549
B-327
L-23
25 Partridge Turn
Overpayment Taxes

1661.17

Hedwig Wheeler
6 Hudson Place
B-609
L-13
6 Hudson Place
Overpayment Taxes

535.21

Ellen Wilson
16 Eden Rock Lane
B-814
L-81
Overpayment Taxes

564.50

Farmer's & Mechanic's
Sunset & Salem Rd.
Burlington, N.J. 08016
B-628
L-11
Overpayment Taxes

551.30

Calvin Watkins
22 Windover Lane
B-404
L-2
Veteran Deduction

50.00

RESOLUTION NO. 88 - 1994

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

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


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of July, 1994, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter
Township Clerk

township of Willingboro

MEMO TO: Rhoda Lichtenstadter
 FROM: Leonard Mason
 DATE: July 5, 1994
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$3831.00 for the time period of June 7, 1994 thru July 5, 1994.

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

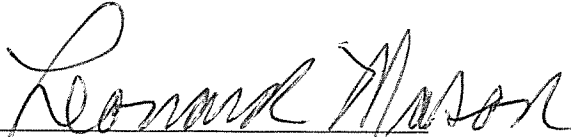
<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
44 Bradford	209-1	\$ 41.00	Cut grass
68 Medford	537-20	\$ 135.00	Rem limbs/debris
18 Bendix	223-5	\$ 40.00	Cut grass
11 Botany	237-14	\$ 41.00	" "
94 Gaffney	702-3	\$ 115.00	Cut grass;rem debris
2 Holton	640-1	\$ 40.00	Cut grass
6 Marchmont	517-1	\$ 42.00	" "
29 Peacock	311-33	\$ 40.00	" "
29 Stirrup	121-15	\$ 90.00	" " " "
35 Bradford	206-15	\$ 40.00	" "
28 Clearwater	411-14	\$ 40.00	" "
43 Niagara	1022-15	\$ 40.00	" "
80 Windsor	402-9	\$ 40.00	" "
62 East Stokes	818-69	\$ 40.00	" "
21 Excell	840-29	\$ 57.00	" "
49 Maplewick	528-31	\$ 75.00	Cut grass;trim;rem trash
68 Medford	537-20	\$ 40.00	Cut grass
32 Pensdale	301-10	\$ 90.00	" " ;rem trash
26 Pond	303-7	\$ 40.00	" "
29 Stirrup	121-15	\$ 65.00	" " ;rem trash
61 Toledo	1135-1	\$ 85.00	" " ;trim shrbs
35 Baldwin		\$ 40.00	" "
15 Edgewater	824-17	\$ 40.00	" "
12 Garland	709-3	\$ 40.00	" "
47 Glenolden	717-21	\$ 40.00	" "
10 Hampshire	606-4	\$ 40.00	" "
31 Hancock	604-22	\$ 40.00	" "
2 Henderson	621-1	\$ 40.00	" "
11 Hinsdale	625-35	\$ 40.00	" "
67 Pageant	305.01-6	\$ 40.00	" "
56 Peartree	307-18	\$ 41.00	" "
99 Southampton	111-18	\$ 40.00	" "
14 Stirrup	120-7	\$ 40.00	" "
175 Pageant	305.02-47	\$ 40.00	" "
62 Holyoke	616-8	\$ 40.00	" "
43 Norman	1009-46	\$ 41.00	" "

an equal opportunity employer

12 Elmwood Ct	801-68	\$ 40.00	Cut grass
82 Berkshire	239-25	\$ 40.00	" "
47 Glenolden	717-21	\$ 40.00	" "
6 Pinetree	320-1	\$ 41.00	" "
21 Excell	840-29	\$ 55.00	" "
59 Echohill	803-13	\$ 40.00	" "
28 Clearwater	411-14	\$ 40.00	" "
131 Nottingham	1007-22	\$ 40.00	" "
63 Granby	716-11	\$ 41.00	" "
55 Granby	716-13	\$ 40.00	" "
54 Granby	717-15	\$ 40.00	" "
27 Peppermint	303-31	\$ 40.00	" "
39 Hewlett	628-27	\$ 95.00	" " ;rem debris
45 Hopewell	614-17	\$ 95.00	" " " "
85 Crestview	413-20	\$ 50.00	" " " "
24 Helm	634-5	\$ 50.00	" " " "
32 Hewlett	619-11	\$ 50.00	" " " "
41 Hopewell	614-18	\$ 95.00	" " " "
87 Sheffield	107-23	\$ 50.00	" " " "
30 Beaverdale	225-9	\$ 40.00	Rem/disp branches
79 Torrington	1110-7	\$ 95.00	Cut grass;rem debris
29 Club Ridge	411-6	\$ 185.00	Cut grass/fallen tree; rem tree/branch/debris
21 Echohill	803-6	\$ 95.00	Cut grass;rem debris
22 Stafford	130-31	\$ 50.00	" " " "
14 Stirrup	120-7	\$ 95.00	" " " "
34 Somerset	123-25	\$ 95.00	" " " "
105 Tallwood	1132-2	\$ 95.00	" " " "
29 Club Ridge	411-6	\$ 41.00	Rem/disp detached/ hanging gutters,etc
49 Maplewick	528-31	\$ 220.00	Sec prop;clean/disp T&D

TOTAL \$ 3831.00

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

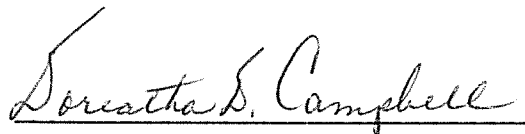
Resolution No. 89, 1994

WHEREAS, a request has been received from Levittown Times Corporation, for the release of the Performance Guarantee held by the Township of Willingboro; and

WHEREAS, the Engineer inspected the property and the letter dated February 6, 1991, recommended that the performance guarantee be released with certain conditions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July, 1994, that the Performance Guarantee be released and a maintenance guarantee in the amount of \$161.88 be posted in accordance with the engineer's letter;

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Engineer, Treasurer and the applicant for their information and attention.



DOREATHA D. CAMPBELL

MAYOR

ATTEST:



Rhoda Lichtenstadter

Township Clerk

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

Robert W. Lord, PE & I S, 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

James E. Thorpe, PLS
L. Gary Zube, LS

February 6, 1991

Lenore Stern, Clerk
Township of Willingboro
Municipal Complex, Salem Road
Willingboro, NJ 08046

RE: Performance Guarantee
Burlington County Times
Our File No. 88-39-88

Dear Mrs. Stern:

At the request of the applicant, we have performed a final inspection of the work performed at Marvin Ellis Way and Charleston Road relative to the reconfiguration of that intersection.

Our inspection has determined that the work has been completed satisfactorily. I therefore recommend that upon the applicant posting a maintenance guarantee in the amount of 20% (\$161.88) for a period of two years and satisfying any outstanding escrow deficiencies, Council release the performance guarantee which has been posted.

If you have any questions, please call.

Very truly yours,

Arnold W. Barnett
Arnold W. Barnett, PE & LS
Willingboro Township Engineer

AWB:mab

township of Willingboro

February 26, 1991

Mr. Joseph Bright
Burlington County Times
Rt. 130
Willingboro, New Jersey 08046

Dear Mr. Bright:

In accordance with your request and the resolution adopted by Willingboro Township Council, I am herewith returning your performance guarantee, Check No. 110494, in the amount of \$809.40 for the construction work on Marvin Ellis Way.

I would also like to inform you that we are still also holding a bond in the amount of \$217,344.00 for the original performance guarantee. If you wish to have that bond returned, you must get in touch with Arnold Barnett for a final inspection on that work.

If you have any further questions, please call.

Sincerely,


Rhoda Lichtenstadter
Planning Board Secretary

r1
Enc. Check No. 110494 - \$809.40

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

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

Ms. Joan Violante
St. Paul/Seaboard Surety Co.
Plymouth Meeting Executive Campus
600 West Germantown Pike
Suite 260
Plymouth Meeting, PA 19462-1046
Telefax #610-828-2309

RECEIVED

JUL 15 1994

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

July 14, 1994

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

James R. Datz, PLS
Gordon L. Lenher, LS
Edwin R. Ruble, LS
Gurbachan Sethi, PE
Scott D. Taylor, CLA
L. Gary Zube, LS

Re: Bond No. 400 HX 4782
Levittown Times Corp.
Township of Willingboro
LAWB file no. 88-39-88

Dear Ms. Violante:

In response to your letter dated June 21, 1994, we have researched our files to determine the status of the referenced bond. The attached copy of a letter from this office, dated February 6, 1991, addressed the release of the Performance bond. If you should require further information, please do not hesitate to contact me.

Very truly yours,
Lord, Anderson, Worrell, & Barnett, Inc.

Christopher J. Bouffard
Christopher J. Bouffard, PLS & CET
Associate

for

Arnold W. Barnett, PE & LS
Willingboro Township Engineer

cc: Arnold W. Barnett, PE & LS
Rhoda Lichtenstadter, Township Clerk

Enclosures

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

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

James E. Thorpe, PLS
L. Gary Zube, LS

February 6, 1991

Lenore Stern, Clerk
Township of Willingboro
Municipal Complex, Salem Road
Willingboro, NJ 08046

RE: Performance Guarantee
Burlington County Times
Our File No. 88-39-88

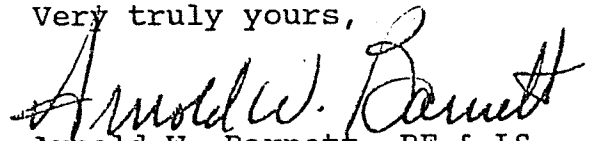
Dear Mrs. Stern:

At the request of the applicant, we have performed a final inspection of the work performed at Marvin Ellis Way and Charleston Road relative to the reconfiguration of that intersection.

Our inspection has determined that the work has been completed satisfactorily. I therefore recommend that upon the applicant posting a maintenance guarantee in the amount of 20% (\$161.88) for a period of two years and satisfying any outstanding escrow deficiencies, Council release the performance guarantee which has been posted.

If you have any questions, please call.

Very truly yours,



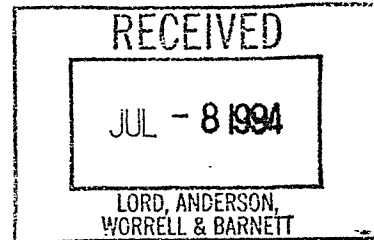
Arnold W. Barnett, PE & LS
Willingboro Township Engineer

AWB:mab

The St Paul

Surety

Seaboard Surety Company
Plymouth Meeting Executive Campus
600 W Germantown Pike, Ste. 260
Plymouth Meeting, PA 19462-1046
Telephone 610.828.2221
Facsimile 610.828.2309



June 21, 1994

Mr. Arnold W. Barnett
Lord Anderson Worrell & Barnett
PO Box 168
Lumberton, NJ 08048

RE: LEVITTOWN TIMES CORPORATION
BOND NO. 400 HX 4782
YOUR FILE NO. 88-39-88

Dear Mr. Barnett:

The above captioned bond issued 5/1/89 was for improvements for the Levittown Times Corp. parking lot. We are asking for evidence that this job has been completed and accepted so that our bond can be released. Would you please check your files and send whatever is necessary to release our bond?

Thank you for your cooperation in this matter.

Very truly yours,

St. Paul/Seaboard Surety Company

A handwritten signature in cursive script, appearing to read "Joan Violante".

Joan Violante

/jmv

The St Paul

Surety

Seaboard Surety Company
Plymouth Meeting Executive Campus
600 W Germantown Pike, Ste. 260
Plymouth Meeting, PA 19462-1046
Telephone 610.828.2221
Facsimile 610.828.2309

RECEIVED

July 15, 1994

JUL 18 1994

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

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

RE: LEVITTOWN TIMES CORPORATION
BOND NO. 400 HX 4782

Dear Ms. Lichtenstadter:

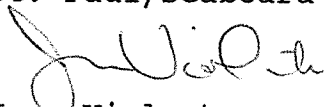
I have enclosed a letter I recently received from Lord Anderson
Worrell & Barnett, Inc. concerning the status of the above
captioned bond.

Because there were conditions to be met before releasing this
bond, I am writing you inquiring if all those conditions were
met and that we are now able to close this file. Would you
please confirm if we are able to close this bond.

Thank you for your cooperation.

Very truly yours,

St. Paul/Seaboard Surety Company


Joan Violante

/jmv

Enc.

Seaboard Surety
Company
St. Paul Fire and Marine
Insurance Company
St. Paul Mercury
Insurance Company
St. Paul Guardian
Insurance Company

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

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

July 14, 1994

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

James R. Datz, PLS
Gordon L. Lenher, LS
Edwin R. Ruble, LS
Gurbachan Sethi, PE
Scott D. Taylor, CIA
L. Gary Zube, LS

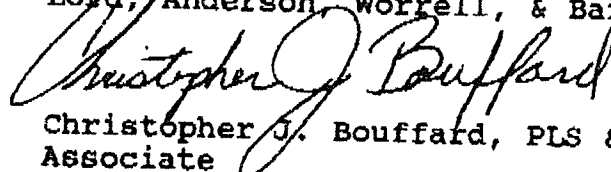
Ms. Joan Violante
St. Paul/Seaboard Surety Co.
Plymouth Meeting Executive Campus
600 West Germantown Pike
Suite 260
Plymouth Meeting, PA 19462-1046
Telefax #610-828-2309

Re: Bond No. 400 HX 4782
Levittown Times Corp.
Township of Willingboro
LAWB file no. 88-39-88

Dear Ms. Violante:

In response to your letter dated June 21, 1994, we have researched our files to determine the status of the referenced bond. The attached copy of a letter from this office, dated February 6, 1991, addressed the release of the Performance bond. If you should require further information, please do not hesitate to contact me.

Very truly yours,
Lord, Anderson, Worrell, & Barnett, Inc.


Christopher J. Bouffard, PLS & CET
Associate

for

Arnold W. Barnett, PE & LS
Willingboro Township Engineer

cc: Arnold W. Barnett, PE & LS
Rhoda Lichtenstadter, Township Clerk

Enclosures

RESOLUTION NO. 90 1994

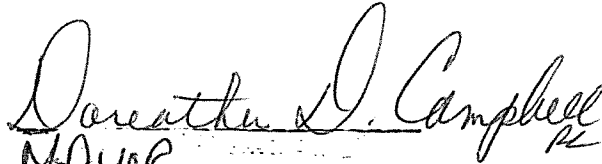
WHEREAS, by Resolution No. 7, 1994, Willingboro Township Council established meeting dates, times and places; and

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 26 day of July, 1994, that the list of meeting dates be amended as follows:

ADD: August 11, 1994 7:30 p.m.

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


MAYOR

ATTEST:


Twp Clerk

RESOLUTION NO. *96*- 1994
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 *July 26*, 1994, that an Executive Session closed to the public shall be held on *July 26*, 1994 at *12:20* p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter
Township Clerk

RESOLUTION NO. 92 - 1994

WHEREAS, Building Inspection Underwriters, Inc., a Delaware Corporation, with principal offices located at 1201 South Route 130 (Post Office Box 129) in the Township of Burlington, County of Burlington and State of New Jersey, is licensed and authorized to provide inspection of all types of construction pursuant to the New Jersey State Uniform Construction Code Act, and

WHEREAS, the Township of Willingboro, a municipal corporation located in the County of Burlington and State of New Jersey, has a need of such services and has previously contracted with Building Inspection Underwriters, Inc. to provide such services and has received proposals for the provision of such services pursuant to N.J.A.C. 5:23-4.5A, and

WHEREAS, the Township of Willingboro has continued the prior agreement with Building Inspection Underwriters, Inc. on a month-to-month basis, and

WHEREAS, the Township Council of the Township of Willingboro has received the recommendation of the Inspections Department that the Township of Willingboro enter into a further Agreement with Building Inspection Underwriters, Inc., for the extension of the existing Agreement through June 30, 1995,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 2nd day of August, 1994, that the Mayor and Clerk of the Township of Willingboro be and hereby are authorized to execute an Agreement with Building Inspection Underwriters, Inc. for the provision of Inspections Services as required under the New Jersey State Uniform Construction Act for the period ending June 30, 1995, and

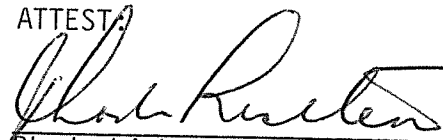
BE IT FURTHER RESOLVED that the Building Inspection Underwriters, Inc. shall at all times be considered to be an independent contractor and shall not be considered to be an employee or an agent of the Township of Willingboro, and

BE IT FURTHER RESOLVED that Building Inspection Underwriters, Inc. shall comply with all applicable laws and regulations applicable to the provision of inspection services and shall provide such reports as may be requested by the Township of Willingboro relating to such services, and

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided to Building Inspection Underwriters, Inc. and to the Construction Code Official and the Chief Financial Officer of the Township of Willingboro for their information and attention.


DOREATHA D. CAMPBELL
Mayor

ATTEST:


Rhoda Lichtenstadter
Township Clerk

AGREEMENT
between the
TOWNSHIP OF WILLINGBORO
and
BUILDING INSPECTION UNDERWRITERS, Inc.

Whereas, Building Inspection Underwriters, Inc., a Delaware Corporation, with principal offices located at 1201 South Route 130 (Post Office Box 129) in the Township of Burlington, County of Burlington and State of New Jersey, is properly licensed and authorized to provide inspection of all types of construction pursuant to the New Jersey State Uniform Construction Code Act, and

Whereas, the Township of Willingboro, a municipal corporation located in the County of Burlington and State of New Jersey, has a need of such services and has previously contracted with Building Inspection Underwriters, Inc. to provide such services, with prior contracts being extended on a month-to-month basis, and

Whereas, it is necessary that the Township of Willingboro have a contract on file with Building Inspection Underwriters, Inc., to provide for the services of Building Inspection Underwriters, Inc., on a continuing basis with a fixed date for the expiration of the contracted services, and

Whereas, the Township Council of the Township of Willingboro has, by Resolution, authorized an further exetnsion of the present Agreement with Building Inspection Underwriters, Inc., for the provision of inspection services for a term ending June 30, 1995,

Now, Therefore, It is Agreed between the Township of Willingboro and the Building Inspection Underwriters, Inc. as follows:

I. **Appointment.** The New Jersey "State Uniform Construction Code Act" provides for the review of construction plans and the inspection of construction with the respect to the maintenance and erection of buildings throughout the State of New Jersey. The Township of Willingboro has authority pursuant to the "State Uniform Construction Code Act" to accept inspections as to compliance with the Code, or its Sub-Codes or any Sub-Code thereof, made by an inspection authority approved by the State of New Jersey pursuant to Law. In consideration of the foregoing, the Township of Willingboro hereby appoints Building Inspection Underwriters, Inc. an inspection authority approved by the State of New Jersey, to conduct the review of construction plans and the inspection of construction with respect to the maintenance and erection of buildings in the Township of Willingboro in accordance with the terms of this Agreement..

II. Term. The term of this appointment shall constitute an extension of the existing Agreement through June 30, 1995.

III. Service. During the term of this Agreement, Building Inspection Underwriters, Inc. shall be authorized to perform the review of construction plans and the inspection of construction with respect to the maintenance and erection of buildings in the Township of Willingboro in conformity with the New Jersey "State Uniform Construction Code Act" as follows:

- Building Sub-Code Official
- Electrical Sub-Code Official
- Elevator Sub-Code Official
- Plumbing Sub-Code Official
- Mechanical Sub-Code Official
- Fire Sub-Code Official

Building Inspection Underwriters, Inc., shall provide the Township of Willingboro with a written certification specifically setting forth the names of the duly and currently licensed individuals who will be performing the inspections, the subcode for which the inspections will be performed and the applicable License Number authorizing the individual to perform the inspections. In the event of any change in the list, Building Inspection Underwriters, Inc., shall provide the Township of Willingboro with a revised certification within five (5) business days after the change takes place.

IV. Fees. During the term of this Agreement, the fees to be charged by Building Inspection Underwriters, Inc. for inspections to be performed hereunder shall be in accordance with the schedule of fees established by the State of New Jersey, Department of Community Affairs in accordance with the New Jersey State Uniform Construction Code Act. For services rendered other than those covered by the State Uniform Construction Code Act, the fees shall be as established by the Township of Willingboro. In no event shall any fee charged hereunder by Building Inspection Underwriters, Inc. exceed that allowed by law.

V. Supervision. Building Inspection Underwriters, Inc. hereby agrees that it will perform its services in cooperation with and under the supervision of the Construction Official of the Township of Willingboro.

VI. Special Provisions Relating to Compensation. The compensation set forth in this Agreement includes all administrative staff including support staff necessary to perform the duties required hereunder.

VII. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey. In accordance

with the requirements of *P.L. 1975, C. 127*, and of *N.J.A.C. 17:27*, during the performance of this contract the contractor agrees as follows:

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

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

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

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

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

XII. 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.

XIII. 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.

XIV. No Assignment. This Agreement shall not be assigned by Building Inspection Underwriters, Inc..

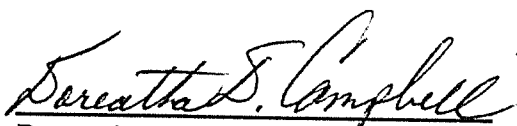
XV. Ownership of Records. All records and data of any kind relating to the Township of Willingboro shall belong to the Township of Willingboro and shall be surrendered to the Township of Willingboro upon the expiration or termination of this Agreement.

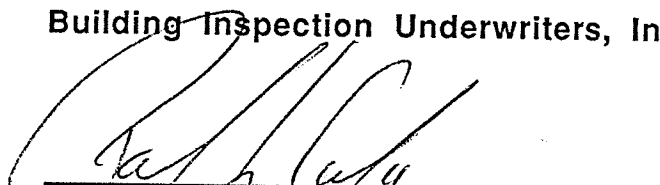
XVI. Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

In Witness Whereof, this Agreement has been executed on this 2nd day of August, 1994, for the purposes and the term specified herein.


Township of Willingboro

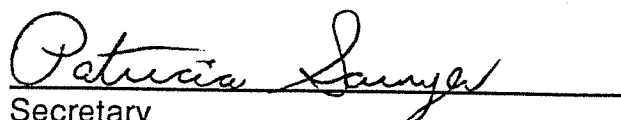
Building Inspection Underwriters, Inc.


Doreatha D. Campbell, Mayor


General Manager

Attest:


Rhoda Lichtenstadter, RMC
Township Clerk


Secretary

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

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

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

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

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

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

X. Binding on Successors and Assigns. Except as otherwise provided in this Agreement, all agreements, terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

XI. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing.