


RESOLUTION NO. 16 - 1993

WHEREAS, by Resolution No. 7, 1993, Willingboro Township Council established meeting dates, times and places; and  
WHEREAS, said resolution may be amended to modify said listing;

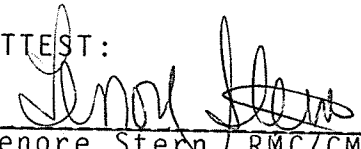
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of January, 1993, that the list of meeting dates be amended as follows:

JANUARY 28, 1993 7:00 p.m. instead of 7:30 p.m.

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

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Lenore Stern, RMC/CMC  
Township Clerk

# TOWNSHIP OF WILLINGBORO

## RESOLUTION 1993-17

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF NOTICES OF TORT CLAIM AGAINST THE TOWNSHIP OF WILLINGBORO IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, *N.J.S.A. 59:8-6*.

WHEREAS, the New Jersey Tort Claims Act, *N.J.S.A. 59:8-6*, provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity, and

WHEREAS, the Township of Willingboro is a public entity covered by the provisions of the New Jersey Tort Claims Act, and

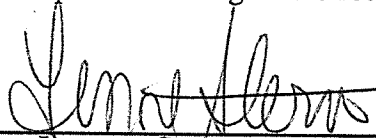
WHEREAS, the Township of Willingboro deems it advisable, necessary and in the public interest to adopt a Notice of Tort Claim form in the form attached hereto and made a part hereof, and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, assembled in public session this **26th** day of **January, 1993**, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Township of Willingboro, and

**BE IT FURTHER RESOLVED**, that all persons making claims against the Township of Willingboro, pursuant to the New Jersey Tort Claims Act, *N.J.S.A. 59:8-1*, et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirements of the New Jersey Tort Claims Act.

  
\_\_\_\_\_  
Paul L. Stephenson  
Mayor

Certified to be a true copy of Resolution 1993-17, adopted by the Willingboro Township Council at a public meeting held on January 26, 1992

  
\_\_\_\_\_  
Lenore Stern, RMC, CMC  
Township Clerk

# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

## NOTICE OF TORT CLAIM

### CLAIMANT INFORMATION

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ Date of Birth \_\_\_\_\_  
\_\_\_\_\_ SSN \_\_\_\_\_

### ATTORNEY INFORMATION (if applicable)

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ TeleFAX \_\_\_\_\_  
\_\_\_\_\_ File No. \_\_\_\_\_  
\_\_\_\_\_

Send Notices to: \_\_\_\_\_ Claimant \_\_\_\_\_ Attorney

**GENERAL INSTRUCTIONS:** Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim form has been adopted as the official form for the filing of claims against the Township of Willingboro.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the

**Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046**

**NOTE CAREFULLY:** Your claim will not be considered filed as required by the New Jersey Tort Claims Act until this completed form has been filed with the Township of Willingboro. Failure to provide the information requested, including such responses as "To Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable".

If you are unable to answer any question because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

#### **DEFINITIONS:**

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Township of Willingboro.

"Documents" shall refer to any written, photographic or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to the Township of Willingboro along with any agent, official or employee of the Township of Willingboro against whom a claim is asserted by the Claimant.

**NOTE that the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or a public employee.**

**If the claim involves only property damage, then the portion on personal injuries need not be answered. Just enter as the answer to Question 12 "No personal injuries claimed."**

**If the claim involves no property damage, then the portion on property damage need not be answered. Just enter as the answer to Question 11 "No property damage claimed."**

## INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:
  - a. Any other name by which the Claimant has been known.
  
  - b. Address at the time of the incident giving rise to the claim.
  
  - c. Marital Status [at the time of the incident and current]
  
  - d. Identify each person residing with the claimant and the relation, if any, of the person to the Claimant.
  
2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, if any, of the person to the Claimant.



7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition and the manner in which you claim the condition caused the injury.
  
8. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. Statements such as "should have known" and "common knowledge" are insufficient.
  
9. If you or any other party or witness consumed any alcoholic beverages, drugs or medications within twelve (12) hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed (b) the quantity thereof (c) where consumed (d) the names and addresses of all persons present.
  
10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payors. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person on your behalf, including doctors, hospitals or any person repairing damage to property.

11. If any photographs, sketches, charts or maps were made with respect to anything which is the subject matter of the claim, state the date thereof, the names and addresses of the persons making the same and of the persons who have present possession thereof. Attach copies of any photographs, sketches, charts or maps.
12. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof
13. State the total amount of your claim and the basis on which you calculate the amount claimed.
14. Provide copies of all documents, memoranda, correspondence, reports [including police reports], etc. which discuss, mention or pertain to the subject matter of this claim.
15. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each.



## PROPERTY DAMAGE CLAIMS

16. If your claim is for property damage, attach a description of the property damage and an estimate of the costs of repair. If your claim does not involve any claim for property damage, enter "None".

\_\_\_\_\_ If your claim is for property damage only, initial here and proceed directly to page 11 and sign the Certification.



21. If x-rays were taken, state (a) the address of the place where each was taken (b) the name and address of the person who took them (c) the date when each was taken (d) what each disclosed (e) where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.
  
22. If treated by doctors, including psychiatrists or psychologists, state (a) the name and present address of each doctor (b) the dates and places where treatments were received (c) the nature of the treatment (d) the date of last treatment or, if treatments are continuing, the schedule of continuing treatments Provide true copies of all written reports rendered to you or about you by any doctors whom you propose to have testify on your behalf.
  
23. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movements, hearing or sight, state in detail the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.
  
24. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.

25. If any treatments, operation or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation or surgery (b) the purpose thereof and the results anticipated or expected (c) the name and address of the doctor who recommended the treatments, operation or surgery (d) the name and address of the doctor who will administer or perform the same (e) the estimated medical expenses to be incurred (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence (g) all other losses or expenditures anticipated as a result of the treatments, operation or surgery (h) whether it is your intention to undergo the treatments, operation or surgery and the approximate date.

26. Itemize any and all expenses incurred for hospitals, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.

27. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer (b) position held and the nature of the work performed (c) average weekly wages for the year prior to the injury (d) period of time lost from employment, giving dates (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, worker's compensation, disability income, social security and income continuation insurance.

28. If other loss of income, profit or earnings is claimed, state (a) total amount of the loss (b) give a complete detailed computation of the loss (c) the nature and dates of loss.

29. If you are claiming lost wages state (a) the date that the employment began (b) the name and address of the employer (c) the position held and the nature of the work performed (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the past year.

**DOCUMENT REQUEST:** Produce all documents identified in your answers to the above questions.

### CERTIFICATION

I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

\_\_\_\_\_  
Signature of Claimant

Dated: \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF  
MEDICAL AND HOSPITAL RECORDS**

**TO:** \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE:** \_\_\_\_\_  
Patient's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_  
Social Security Number  
\_\_\_\_\_  
Claim Number

You are hereby authorized and requested to disclose, make available and furnish to:

all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment or consultation:

A photocopy of this release form, bearing a photocopy of my signature, shall constitute your authorization for the release of the information in accordance with the request made to you.

\_\_\_\_\_

# AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

**TO:** \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE:** \_\_\_\_\_  
Employee's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_  
Social Security Number  
\_\_\_\_\_  
Claim Number

You are hereby authorized and requested to disclose, make available and furnish to:

all information relating to my employment, including, but not limited to, my job title, assigned duties, compensation, benefits, attendance, and sick leave and to permit him or her to inspect and make copies or abstracts thereof.

A photocopy of this release form, bearing a photocopy of my signature, shall constitute your authorization for the release of the information in accordance with the request made to you.

\_\_\_\_\_

RESOLUTION NO. 18 - 1993  
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

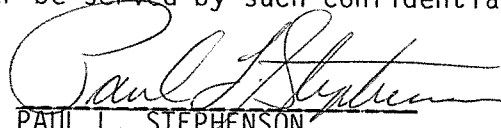
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

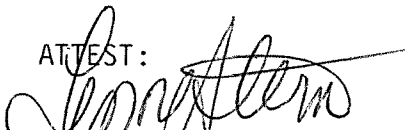
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on January 28, 1993, that an Executive Session closed to the public shall be held on January 28, 1993 at 7:00 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 L. STEPHENSON  
MAYOR

ATTEST:  
  
Lenore Stern, RMC/CMC  
Township Clerk



RESOLUTION NO. 19 - 1992

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 2nd day of February, 1993, 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.

ATTEST:

  
\_\_\_\_\_  
Lenore Stern, RMC, CMC  
Township Clerk

  
\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

# township of Willingboro

MEMO TO: Lenore Stern  
 FROM: Leonard Mason  
 DATE: February 1, 1993  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$2850.00 for the time period of December 1, 1992 thru February 1, 1993.

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

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
60 Melbourne La	542-7	\$ 40.00	Cut grass
181 Northampton	1020-78	40.00	Cut grass
57 Placid La	315-24	50.00	Cut grass
20 Hampshire La	606-7	50.00	Cut grass
51 Millstone La	509-20	40.00	Cut grass
152 Millbrook Dr	523-19	40.00	Cut grass
145 Millbrook Dr	517-17	40.00	Cut grass
52 Granby La	717-14	45.00	Cut grass
70 Primrose La	311-19	60.00	Cut grass; trash
15 Palfrey La	329-36	40.00	Cut grass
61 Toledo La	1135-1	40.00	Cut grass
26 Palfrey La	328-7	85.00	Secure property
61 Toledo	1135-1	350.00	Repl. fence sections
45 Rabbitt	207-27	1930.00	Repl. sewer lateral
TOTAL		\$2850.00	

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

an equal opportunity employer

municipal complex

saalem road

willingboro, new jersey 08046

(609) 877-2200

# township of Willingboro


MEMO TO: Lenore Stern  
 FROM: Leonard Mason  
 DATE: February 2, 1993  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$4925.00 for the time period of January 1, 1993 thru February 1, 1993.

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

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
74 Niagara La	1023-45	\$ 300.00	Cleanup; sanitizing
74 Niagara La	1023-45	65.00	Padlock
74 Niagara La	1023-45	160.00	Extermination
74 Niagara La	1023-45	3160.00	Cleanup; sanitizing; debris removal
74 Niagara La	1023-45	500.00	Dumpster
145 Pheasant La	317-23	40.00	Cut overhanging branch; remove trash
21 Melrose La	519-25	40.00	Remove trash
26 Palfrey La	328-7	335.00	Secure property
76 Endwell La	821-21	325.00	Cut down & remove dead tree
TOTAL		\$4925.00	

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


  
 Leonard Mason  
 Director of Inspections

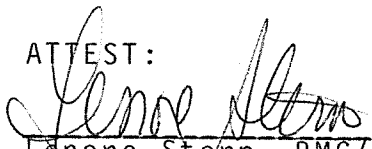
LM/ba

RESOLUTION NO. 20 - 1993

WHEREAS, Willingboro Township desires to participate in the Burlington County Shade Tree Distribution Program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 1993, that the Mayor and Clerk are hereby authorized to execute the attached agreement to participate in the Burlington County Shade Tree Distribution Program.

  
\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
Lenore Stern, RMC/CMC  
Township Clerk

township  
of **Willingboro**

February, 3, 1993

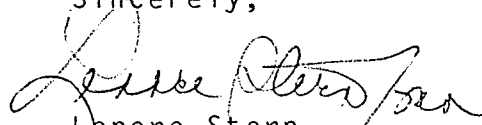
Frederick Galdo  
Clerk/Administrator  
Board of Chosen Freeholders  
49 Rancocas Road  
Mt. Holly, New Jersey 08060

Dear Mr. Galdo:

Attached is a copy of Resolution No. 20, 1993 along with two signed copies of the Agreement relating to the Burlington County Shade Tree Distribution Program.

It would be appreciated if you would send us a fully executed copy of the agreement when available. Thank you.

Sincerely,



Lenore Stern  
Township Clerk

/ma  
Att.

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of February, 1993 by and between the BOARD OF  
CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body politic  
and corporate with offices at 49 Rancocas Road, Mount Holly, New  
Jersey 08060 (hereinafter, "County") and the Township of Willingboro  
Willingboro, New Jersey 08046  
New Jersey \_\_\_\_\_ (hereinafter "Municipality");

WITNESS:

WHEREAS, the County through the Burlington County Shade Tree  
Commission has available for distribution specific trees which shall  
be made available to municipalities for planting within the  
jurisdiction confines of that municipality; and

WHEREAS, the County has received a request form the Municipality  
to receive six (6) trees for planting in accordance with that  
program; and

WHEREAS, the parties having authorized and approved this  
Agreement, the County by Resolution and the Municipality by Ordinance  
Res #20,1993 duly adopted pursuant to the Interlocal Services Act,  
N.J.S.A. 40:8A-1 et seq.;

NOW, THEREFORE, in consideration of the premises and promises  
contained herein the parties hereto agree:

1. The County, through the Burlington County Shade Tree  
Commission shall provide and distribute to the Municipality six (6)  
trees which shall be planted within the jurisdictional confines of  
that Municipality.

2. The Municipality specifically agrees that the trees  
distributed under this Agreement shall not be planted along any  
County road/right-of-way or upon County property.

3. The Municipality shall be solely responsible for the  
placement/location, planting, care and maintenance of all such trees  
given under this Agreement and shall be solely responsible for any  
and all claims, demands, suits, actions, recoveries, judgements and  
costs and expenses in connection therewith on the account of the loss  
of life, personal injury or damage to property of any person, agency  
corporation or governmental entity which shall arise in connection  
with the placement/location, planting, care and maintenance of such

trees or which shall arise out of omissions or tortious acts or omissions on the part of the Municipality, its employees, agents or subcontractors with respect to the placement/location, planting, care and maintenance of the trees distributed to the Municipality under this Agreement.

4. The Municipality shall be solely responsible for and shall keep, save and hold harmless and indemnify the County and its employees from and against any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewithin on account of the loss of life, personal injury or damage to property of any person, agency, corporation or governmental entity which shall arise out of or in consequence of any of the negligent acts, omissions, or tortious acts or omissions on the part of the Municipality, its employees agents, or subcontractors in the placement/location, planting, care and maintenance of the trees distributed to the Municipality under this Agreement.

5. The waiver of a breach of any provision of this Agreement by the County shall not operate or be construed as a waiver of any subsequent breach.

6. If any provision of this Agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized Clerk/Administrator, attested to and its corporate seal to be affixed the day and year first above written; and

IN FURTHER WITNESS WHEREOF, and intending to be legally bound the Municipality has caused this Agreement to be executed by its duly authorized representative on the date indicated.

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

(SEAL)

Attest: \_\_\_\_\_ By: Frederick Galdo  
Clerk/Administrator

TOWNSHIP OF WILLINGBORO

(SEAL)

Attest: [Signature] By: [Signature]

TOWNSHIP of WILLINGBORO, N. J.

MEMO

DATE 1-21-93

TO \_\_\_\_\_

FROM \_\_\_\_\_

SUBJECT \_\_\_\_\_

Sadie -

We'll take

SIX trees -

*Samuel*



file 53  
1992

Copy  
Council  
Solic  
mng.  
M.  
Meredith

BURLINGTON COUNTY  
SHADE TREE COMMISSION  
49 RANOCAS ROAD  
MOUNT HOLLY, N.J. 08060  
PHONE: (609) 265-5050

**BOARD OF CHOSEN FREEHOLDERS**

OF THE COUNTY OF BURLINGTON  
MOUNT HOLLY, NEW JERSEY  
08060



RECEIVED

JAN 20 1993

*[Faint, illegible stamp]*

JANUARY 8, 1993

TO ALL TOWNSHIP CLERKS,

ONCE AGAIN THE BURLINGTON COUNTY SHADE TREE COMMISSION  
PLANS TO HAVE A TREE DISTRIBUTION PROGRAM FOR 1993.

IF YOUR MUNICIPALITY WOULD LIKE TO PARTICIPATE IN THIS  
PROGRAM, PLEASE REVIEW THE ATTACHED AGREEMENT AND HAVE THE  
APPROPRIATE OFFICIALS SIGN.

ALSO WITH THE RETURN OF THIS AGREEMENT, PLEASE SEND A  
COPY OF THE RESOLUTION OR ORDINANCE NUMBER BY THE TOWNSHIP  
INDICATING AUTHORITY TO EXECUTE THE CONTRACT.

RESPECTFULLY,

DONALD E. NEIDICH  
SECRETARY

CC: FILE


RESOLUTION NO. 21 - 1993

WHEREAS, a request has been received from Zurbrugg Memorial Hospital (Brachfeld Medical Office), for a reduction in the performance guarantee; and

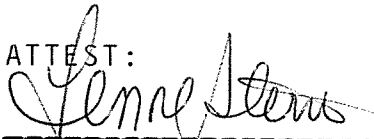
WHEREAS, the Engineer inspected the property and by letter dated January 28, 1993, recommended that the guarantee be reduced,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 1993, that the performance bond be reduced in compliance with the conditions set forth in the Engineer's letter to the amount of \$43,500 in accordance with the Engineer's breakdown; and

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

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
Lenore Stern, RMC/CMC  
Township Clerk

**LORD  
ANDERSON  
WORRELL  
& BARNETT**

CIVIL ENGINEERING AND SURVEYING  
PLANNING, PARKS AND RECREATION

RECEIVED

FEB 1 1993

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

James E. Thorpe, PLS  
L. Gary Zube, LS  
Donald J. Bamford, PE  
Ashvin G. Patel, PE

January 28, 1993

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

RE: Performance Guarantee  
Brachfeld Medical Office Bldg.  
(Zurbrugg Hospital)

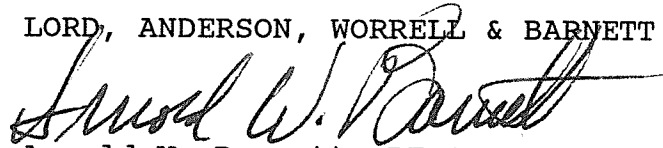
Dear Mrs. Stern:

At the request of representatives of Zurbrugg Hospital, we have performed a bond reduction inspection for the above referenced site. As a result of that inspection, we have determined that a substantial portion of the project is complete. Council may therefore, reduce the guarantee to an amount of \$43,500 in accordance with the attached breakdown.

If you have any questions, please call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT



Arnold W. Barnett, PE & LS

AWB:lt

cc: Philip Haines, Esq.

**Performance Guarantee Estimate**  
 for  
**Zurbrugg Hospital**  
**Brachfield M.O.B.**  
**Willingboro Township, NJ**  
**LAWB NO. 91-39-85**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Clearing/Grubbing	0.25 AC	6,200.00	\$1,550.00
2	Stripping	340 CY	2.00	\$680.00
3	Unclassified Excavation	4230 CY	2.00	\$8,460.00
4	Fine Grading	LS LS	LS	\$1,400.00
5	8" PVC	120 LF	18.00	\$2,160.00
6	8" RCP	28 LF	10.00	\$280.00
7	12" RCP	140 LF	12.00	\$1,680.00
8	15" RCP	595 LF	22.00	\$13,090.00
9	15" CMP	105 LF	16.00	\$1,680.00
10	15" Slotted Drain	20 LF	55.00	\$1,100.00
11	36" RCP	360 LF	45.00	\$16,200.00
12	Manhole	3 EA	1,500.00	\$4,500.00
13	Modified Inlet	2 EA	4,500.00	\$9,000.00
14	Type 'B' Inlet	1 EA	1,500.00	\$1,500.00
15	Double Type 'E' Inlet	1 EA	2,000.00	\$2,000.00
16	Outlet Control Structure	1 EA	1,300.00	\$1,300.00
17	Flared End Sections	3 EA	350.00	\$1,050.00
18	Concrete Swale	220 LF	6.00	\$1,320.00
19	Remove Pipe	210 LF	10.00	\$2,100.00
20	8" DIP	250 LF	25.00	\$6,250.00
21	Remove 8" DIP	210 LF	10.00	\$2,100.00
22	Wall Mounted Flood Light	1 EA	1,000.00	\$1,000.00
23	Relocate Lights	LS LS	LS	\$6,000.00
24	2" FABC	600 SY	8.50	\$5,100.00
25	4" Bituminous Stabilized Base	600 SY	12.00	\$7,200.00
26	3" Compacted Stone	600 SY	4.00	\$2,400.00
27	Concrete Sidewalk, 4" Thick	230 LF	9.00	\$2,070.00
28	6" X 8" X 18" Concrete Curb	1115 LF	15.00	\$16,725.00
29	Bituminous Pavement Cut	1200 LF	3.00	\$3,600.00
30	Pavement Striping	LS LS	LS	\$2,000.00
31	Temporary Seeding	3000 SY	1.00	\$3,000.00
32	Silt Fence	780 LF	2.00	\$1,560.00
33	Inlet Protection	9 EA	50.00	\$450.00
34	Landscaping	1 LS	21,000.00	\$21,000.00

Percent Complete	Adjusted Amount
100%	
100%	
100%	
	1,400.00
100%	
100%	
100%	
100%	
100%	
100%	
100%	
100%	
100%	
100%	
100%	
100%	
	1,320.00
100%	
100%	
100%	
	1,000.00
	6,000.00
	5,100.00
100%	
100%	
	2,070.00
100%	
	3,600.00
	2,000.00
100%	
100%	
100%	
	21,000.00

<b>SUBTOTAL</b>	<b>\$151,500.00</b>
120%	<b>\$181,800.00</b>


Remaining **\$43,500.00**

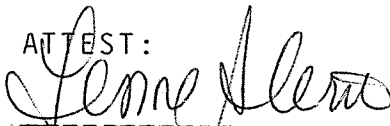
RESOLUTION NO. 22 - 1993

WHEREAS, Willingboro Township desires to participate with the County in centerline and edgeline markings throughout the Township of Willingboro in order to promote and provide for the safety and convenience of the public;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 1993, that the Mayor and Clerk are hereby authorized to execute the attached agreement with Burlington County; and

BE IT FURTHER RESOLVED, that copies of this Resolution be transmitted to the Engineer, Superintendent of Public Works and to the Burlington County Engineer.

  
\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
Lenore Stern, RMC/CMC  
Township Clerk

Board of Chosen Freeholders  
Of The County of Burlington

MOUNT HOLLY, NEW JERSEY  
08060



Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 110  
Mt. Holly, New Jersey 08060  
Phone: (609) 265-5289  
FAX: (609) 265-5933

STEPHEN J. MUSHINSKI  
County Solicitor

March 4, 1993

RECEIVED

MAR 5 1993

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

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

Dear Ms. Stern:

Enclosed please find a copy of a fully executed  
Agreement for your files.

Very truly yours,

STEPHEN J. MUSHINSKI  
BURLINGTON COUNTY SOLICITOR

SJM/cle

Enclosure

## AGREEMENT

THIS AGREEMENT, made this 3rd day of February, 1993, between the Municipality of Willingboro, a municipal corporation of the State of New Jersey with offices located at Salem Road, Willingboro, New Jersey, 08046, hereinafter referred to as "Municipality", and the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, a body politic and corporate offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060, hereinafter referred to as "County"; and

WHEREAS, the Municipality and County recognize the need for centerline and edgeline markings on various municipal streets in order to promote and provide for the safety and convenience of the public; and

WHEREAS, N.J.S.A. 40:23-14 et seq. authorized joint County and Municipal action regarding such public improvements;

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution and the Municipality by Ordinance, duly adopted pursuant to the Interlocal Services Act, N.J.S.A. 40:8A et seq.;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, the Municipality and County agree as follows:

### MUNICIPAL DUTIES AND RESPONSIBILITIES

1. The Municipality will obtain the required State authorization for No Passing Zone lines and will symbol the road in accordance with the State authorized plan.
2. The Municipality will provide a representative to ride with the County's paint crew during the entire time that the County's paint crew is striping the roads.
3. The Municipality will reimburse the County for placing the traffic lines at \$.064 per lineal foot of 4" wide reflectorized traffic line. For reimbursement purposes, the County's traffic foreman will determine the total linear footage of traffic line to the nearest 100 feet. The reimbursement shall be paid to the County within three months after completion of the striping.
4. The Municipality is and shall be solely liable for the placement/location of the No Passing Zone lines and all signs and symbols appurtenant thereto in accordance with the State authorized plan and shall be solely responsible for any and all claims for personal injury and/or property damage or any other claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on the account of the loss of life, personal injury or damage to the property of any person, agency, corporation or governmental entity which shall arise in connection with the placement/location, painting

and condition of such No Passing Zone lines and connected symbols and signs or which shall arise out of the course of or in the consequence of any negligent acts or omissions or tortious acts or omissions on the part of the Municipality, its employees, agents or subcontractors with respect to these No Passing Zone lines.

5. The Municipality shall be solely responsible for and shall keep, save and hold harmless and indemnify the County and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on the account of loss of life, personal injury or damage to property of any person, agency, corporation or governmental entity which shall arise out of or in the consequence of any negligent acts, omissions, or tortious acts or omissions on the part of the Municipality, its employees, agents, or subcontractors with respect to the placement/location, painting and condition of the No Passing Zone lines and the symbols and signs appurtenant thereto.

#### COUNTY DUTIES AND RESPONSIBILITIES

1. The County will furnish the equipment, manpower, traffic paint, and reflectorized beads and will place the markings in accordance with the symbols placed by Municipal officials.

#### GENERAL PROVISIONS

1. The waiver of a breach of any provision of this Agreement by the County shall not operate or be construed as a waiver of any subsequent breach.

2. If any provision of this Agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized Clerk/Administrator, attested to and its corporate seal to be affixed the day and year first above written; and

IN FURTHER WITNESS WHEREOF, and intending to be legally bound, the Municipality has caused this Agreement to be executed by its duly authorized representative on the date indicated.

Attest:

*Jenny Steen*, Clerk

Attest:

*Cindy C. Haley*

THE MUNICIPALITY OF WILLINGBORO  
IN THE COUNTY OF BURLINGTON

*Paul J. Stevenson*, Mayor

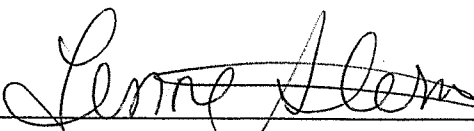
THE COUNTY OF BURLINGTON

*Fredrick J. Galdo*  
Board of Chosen Freeholders



STATE OF NEW JERSEY        )  
TOWNSHIP OF WILLINGBORO    )  
COUNTY OF BURLINGTON      )

BE IT REMEMBERED, that on this 3rd day of February 1993, before me the subscriber, personally appeared Lenore Stern, being by me duly sworn on her oath doth depose and make proof to my satisfaction, that she is the Clerk of the Township of Willingboro, in the County of Burlington, the Township named in the within instrument; that Paul L. Stephenson is the Mayor of said Township; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Township; that deponent well knows the official seal of said Township; and the official seal affixed to said instrument is such official seal and was thereto affixed and said instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in presence of deponent, who thereupon subscribed her name thereto as witness.

  
\_\_\_\_\_  
Clerk

Sworn to and subscribed this

3 day of Feb 1993

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1993,  
before me a Notary Public of the State of New Jersey,  
personally appeared \_\_\_\_\_ who being by me duly  
sworn on her oath said that she is a Secretary in the Office  
of the Board of Chosen Freeholders of the County of Burlington,  
the Party of the second part within named, and that Frederick  
Galdo is the Clerk/Administrator- ; that deponent knows the  
common or corporate seal of said corporation, and that the seal  
annexed to the within agreement is such common or corporate  
seal; that- the said agreement was signed by the said  
Clerk/Administrator and the seal of said Corporation affixed  
thereto in the presence of the deponent; that said agreement  
was signed, sealed and delivered as and for the voluntary act  
and deed of said corporation for the uses and purposes therein  
expressed, pursuant to a resolution of the Board of Chosen  
Freeholders of said corporation; and at the execution thereof  
this deponent subscribed her name thereto as witness.

*Cindy B. Halsey*  
*Frederick Galdo*

Clerk

CAREN L. CAPLAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN 20, 1995

Sworn to and subscribed this \_\_\_\_\_  
24<sup>th</sup> day of February, 1993

SJK

**KEARNS, VASSALLO & KEARNS**  
ATTORNEYS **KVK** AT LAW

---

SUNSET PROFESSIONAL BUILDING • 215 SUNSET ROAD • WILLINGBORO, NJ 08046-1195

---

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
ELLEN B. KEARNS

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel

\*Admitted in NJ, NY, PA

609-877-6550  
FAX 609-835-4646

PENNSYLVANIA OFFICE  
528 Nottingham Drive  
Yardley PA 19067  
215-736-2879

January 28, 1993

Sadie L. Johnson  
Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

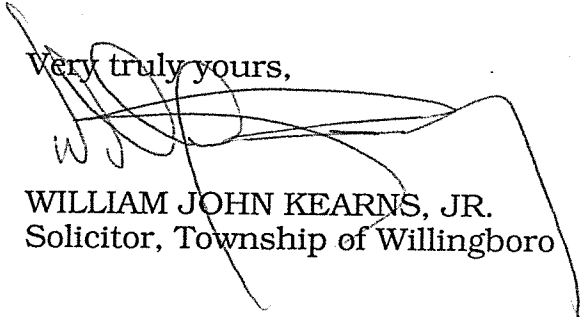
RE: Proposed Road Striping Agreement  
with the County of Burlington

Dear Mrs. Johnson:

I have reviewed the copy of the proposed agreement with Burlington County for road striping.

The Agreement appears to be in proper form and the Township can proceed to adopt the necessary Resolution authorizing the Mayor and Clerk to sign the agreement, assuming that the Council wishes to proceed with the Agreement.

Very truly yours,



WILLIAM JOHN KEARNS, JR.  
Solicitor, Township of Willingboro

WJK:mm

township  
of **Willingboro**

1-15-93

Lenore -

I requested attached,  
Sadie is aware.

*Nancy*

municipal complex

an equal opportunity employer  
saalem road  
willingboro, new jersey 08046

(609) 877-2200

Board of Chosen Freeholders  
Of The County of Burlington

MOUNT HOLLY, NEW JERSEY

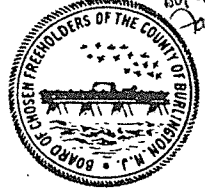
08060

RECEIVED

JAN 15 1993

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

*Copy Solicitor  
Mr.  
Engineer  
J.M.  
Paulik*



OFFICE OF:  
COUNTY ENGINEER  
49 RANCOCAS ROAD  
MOUNT HOLLY, NJ 08060

TELEPHONE 609-265-5067

January 12, 1993

Lenore Stern, Clerk  
Willingboro Township  
Salem Rd.  
Willingboro, N.J. 08046

Re: Agreement for Municipal Road Striping

Dear Ms. Stern:

In response to your request for striping of various municipal roads, we are forwarding five (5) copies of an agreement for Willingboro Township to execute and return. Please sign, but do not date, the agreement at this time.

Upon receipt of this agreement, we will request the Board of Chosen Freeholders to execute the agreement. A copy of the fully executed agreement will be returned to your office.

If you have any questions, call me at 265-5377.

Very truly yours,

*Joseph M. Pavlik, Jr.*

Joseph M. Pavlik, Jr.  
Traffic Engineer

JMP/da  
Encl.

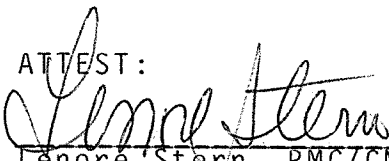
RESOLUTION NO. 23 - 1993

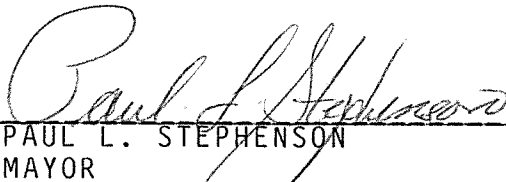
WHEREAS, Willingboro Township desires to enter into an agreement with Burlington County with respect to the maintenance and electrical power for the traffic signal at John F. Kennedy Way (CR633) and Van Sciver Parkway;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February, 1993, that the Mayor and Clerk are hereby authorized to execute the attached agreement relative to the traffic signal listed above; and

BE IT FURTHER RESOLVED, that copies of this Resolution be transmitted to the Burlington County Engineer

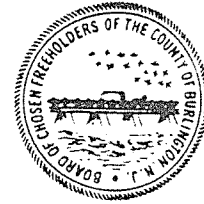
ATTEST:

  
\_\_\_\_\_  
Lenore Stern, RMC/CMC  
Township Clerk

  
\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

Board of Chosen Freeholders  
Of The County of Burlington

MOUNT HOLLY, NEW JERSEY  
08060



Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 110  
Mt. Holly, New Jersey 08060  
Phone: (609) 265-5289  
FAX: (609) 265-5933

STEPHEN J. MUSHINSKI  
County Solicitor

March 4, 1993

RECEIVED

MAR 5 1993

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

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

Dear Ms. Stern:

Enclosed please find a copy of a fully executed  
Agreement for your files.

Very truly yours,

STEPHEN J. MUSHINSKI  
BURLINGTON COUNTY SOLICITOR

SJM/cle

Enclosure

AGREEMENT

THIS AGREEMENT, made this 3rd day of February, 1993, between the TOWNSHIP OF WILLINGBORO, in the County of Burlington, a municipal corporation of the State of New Jersey with offices located at Salem Road, Willingboro, New Jersey 08046, (hereinafter referred to as "Township") and the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body politic and corporate, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter referred to as "County");

WITNESSETH

WHEREAS, the Township and County recognize the need for a traffic signal at the intersection of John F. Kennedy Way (County Route 633) and vanSciver Parkway, located in Willingboro Township in order to promote and provide for the safety and convenience of the public; and

WHEREAS, a traffic signal presently is operating at this location being maintained by the Township of Willingboro; and

WHEREAS, this being the intersection of a County road, specifically County Route 633, commonly known as John F. Kennedy Way, the County wishes to take over jurisdiction of this traffic signal; and

WHEREAS, by Resolution #572 adopted September 26, 1990 the County adopted certain procedures and policies regarding the installation, operation and maintenance of traffic signals; and

WHEREAS, N.J.S.A. 40:23-14 et seq. authorizes joint County and Municipal action regarding such public improvements;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, the Township and the County agree as follows:



### COUNTY RESPONSIBILITIES

1. The County, at its own cost and expense, will obtain the required State Approvals.
2. The County will provide all maintenance service for the traffic signal installation and will also cause the signal to be insured against loss or damage from any cause.
3. The County will pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal or related detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made by the County, i.e., excavations, resurfacing, widening, corner radius changes, etc.

### TOWNSHIP RESPONSIBILITIES

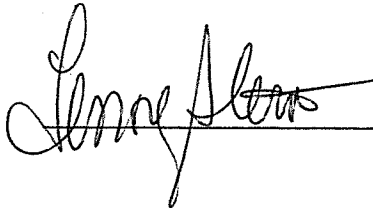
1. The Township will provide, at no cost to the County, police officers or traffic directors when needed for construction activities and for emergency maintenance service for the traffic signal.
2. The Township will provide, at its own expense and cost, all electrical power necessary to operate the signal.
3. The Township will pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal or related detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made by the Township, i.e., excavations, resurfacing, widening, corner radius changes, etc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed, executed and sealed by their respective proper officials the day and year first written above.

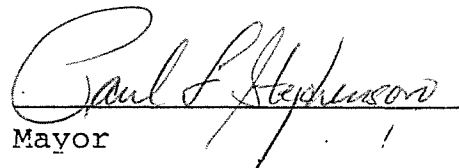
(SEAL)

THE TOWNSHIP OF WILLINGBORO  
IN THE COUNTY OF BURLINGTON

Attest:



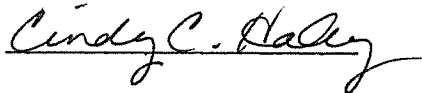
By:

  
Mayor

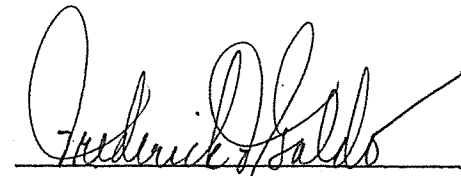
(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

Attest:

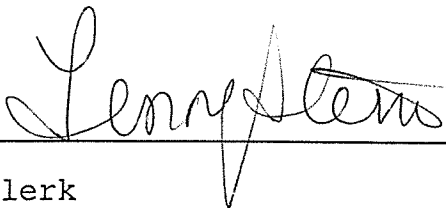


By:

  
Frederick Galdo,  
Clerk/Administrator

STATE OF NEW JERSEY        )  
TOWNSHIP OF WILLINGBORO    )  
COUNTY OF BURLINGTON      )

BE IT REMEMBERED, that on this 3rd day of February 1993, before me the subscriber, personally appeared Lenore Stern, being by me duly sworn on her oath doth depose and make proof to my satisfaction, that she is the Clerk of the Township of Willingboro, in the County of Burlington, the Township named in the within instrument; that Paul L. Stephenson is the Mayor of said Township; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Township; that deponent well knows the official seal of said Township; and the official seal affixed to said instrument is such official seal and was thereto affixed and said instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in presence of deponent, who thereupon subscribed her name thereto as witness.

  
Clerk

Sworn to and subscribed this  
3 day of Feb. 1993

STATE OF NEW JERSEY )

COUNTY OF BURLINGTON )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1993, before me a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ who being by me duly sworn on her oath said that she is a Secretary in the Office of the Board of Chosen Freeholders of the County of Burlington, the Party of the second part within named, and that Frederick Galdo is the Clerk/Administrator ; that deponent knows the common or corporate seal of said corporation, and that the seal annexed to the within agreement is such common or corporate seal; that the said agreement was signed by the said Clerk/Administrator and the seal of said Corporation affixed thereto in the presence of the deponent; that said agreement was signed, sealed and delivered as and for the voluntary act and deed of said corporation for the uses and purposes therein expressed, pursuant to a resolution of the Board of Chosen Freeholders of said corporation; and at the execution thereof this deponent subscribed her name thereto as witness.

*Cindy C. [Signature]*  
*Frederick Galdo*

Clerk


Sworn to and subscribed this

24<sup>th</sup> day of February 1993

CAREN L. CAPLAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN. 25, 1998

Board of Chosen Freeholders  
Of The County of Burlington  
MOUNT HOLLY, NEW JERSEY  
08060

*Copy letter to Council, Salem, Mon agreement to*



OFFICE OF:  
COUNTY ENGINEER  
49 RANCOCAS ROAD  
MOUNT HOLLY, NJ 08060

RECEIVED

DEC 30 1992

TELEPHONE 609-265-5067

December 28, 1992

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

Lenore Stern, Clerk  
Willingboro Township  
Salem Road  
Willingboro, N.J. 08046

Re: Traffic Signal Agreement  
John F. Kennedy Way (CR633) & vanSciver Pkwy.

Dear Ms. Stern:

Enclosed please find an original and four(4) copies of the proposed Agreement between Willingboro Township and Burlington County with respect to the maintenance and electrical power for the above captioned traffic signal.

If this greement is acceptable to the Township, please have the same adopted by ordinance, executed and returned to this office so that it may be presented to the Board of Chosen Freeholders for adoption and execution. Do not date the agreement at this time.

If you have any questions, please call me at 265-5377,

Very truly yours,

*Joseph M. Pavlik, Jr.*

Joseph M. Pavlik, Jr.  
Traffic Engineer

JMP/da  
Encl.

*Approved -  
1-28-93  
WJK*

RESOLUTION NO. 24 - 1993  
A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE  
PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW  
JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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

RESOLUTION NO. 25 - 1993

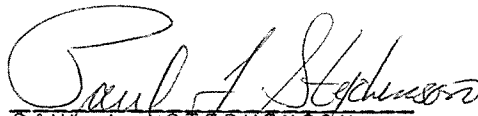
WHEREAS, by Resolution No. 7, 1993, Willingboro Township Council established meeting dates, times and places; and

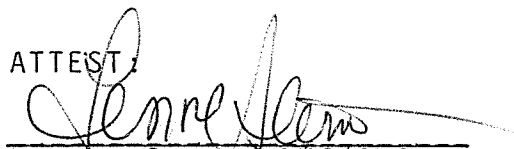
WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of February 1993, that the list of meeting dates be amended as follows:

Cancel February 4 and 9, 1993

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

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:  
  
Lenore Stern, RMC/CMC  
Township Clerk

RESOLUTION NO. 26 - 1993

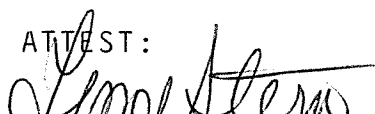
WHEREAS, a request has been received from Alpha Baptist Church for the reduction of the performance bond with the Township of Willingboro, and

WHEREAS, the Engineer inspected the property and by letter dated February 8, 1993, has recommended that the bond be reduced,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of February, 1993, that the performance bond be reduced in compliance with the letter and estimate submitted by the Township Engineer, by the amount of \$62,040.00, and

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

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:  
  
Lenore Stern, RMC/CMC  
Township Clerk



**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 & PP

James E. Thorpe, PLS  
L. Gary Zube, LS  
Donald J. Bamford, PE  
Ashvin G. Patel, PE

February 8, 1993

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

RE: Alpha Baptist Church  
Performance Guarantee  
Reduction Number One  
Block 8, Lot 5.01  
Willingboro Township  
LAWB File No. 92-39-8

Dear Council Members:

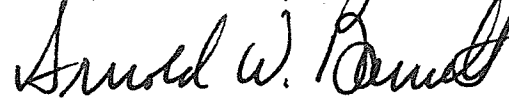
At the request of the applicant, we have made an inspection of the referenced site.

Based on this inspection, Council may reduce the Performance Bond by the amount of Sixty Two Thousand Forty Dollars (\$62,040.00) in accordance with the attached estimate.

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT



Arnold W. Barnett, PE & LS

AWB:CJB:lt

COUNCIL.WIL

**Performance Guarantee  
Estimate  
for  
Alpha Baptist Church Site Plan  
Block 8, Lot 5.01  
Willingboro Township, NJ**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Topsoil, Stockpile & Grade	1	LS		\$8,000.00
2	STORMWATER MANAGEMENT:				
	Type "B" Inlet	6	EA	\$1,200.00	\$7,200.00
	Outflow Control Structure	1	EA	\$1,500.00	\$1,500.00
	21" RCP	365	LF	\$32.00	\$11,680.00
	19" x 30" HERCP	213	LF	\$32.00	\$6,816.00
	18" RCP	375	LF	\$27.00	\$10,125.00
	15" RCP	217	LF	\$20.00	\$4,340.00
	19" X 30" Flared End	1	EA	\$600.00	\$600.00
	15" Flared End	2	EA	\$500.00	\$1,000.00
3	SOIL EROSION:				
	Silt Fence	1,590	LF	\$1.00	\$1,590.00
	Silt Traps	6	EA	\$50.00	\$300.00
	Rip Rap Apron		LS	\$1.00	\$500.00
	Stabilized Stone Entrance		LS	\$1.00	\$500.00
4	CONCRETE:				
	Concrete Sidewalk, 4" Thick	755	SY	\$15.00	\$11,325.00
	Concrete Flow Channel, 4" Thick	135	SY	\$15.00	\$2,025.00
	6" x 8"x 18" Curbing	2,586	LF	\$9.50	\$24,567.00
	Concrete Aprons & Sidewalk, 6" Thick	53	SY	\$20.00	\$1,060.00
5	LIGHTING:				
	Light Standard/Fixture (By PSE&G)	8	EA		
6	Trash Enclosure	1	EA	\$1,000.00	\$1,000.00
7	Parking Striping		LS	\$1.00	\$500.00
8	SIGNAGE:				
	Handicapped Signs & Striping	5	EA	\$80.00	\$400.00
	Traffic Signs	5	EA	\$80.00	\$400.00
9	LANDSCAPING:				
	Trees	147	EA	\$50.00	\$7,350.00
	Shrubs	39	EA	\$20.00	\$780.00
10	2" FABC-1	1,140	Ton	\$28.00	\$31,920.00
11	4" Bituminous Stab. Base	570	Ton	\$25.50	\$14,535.00

Percent	
Complete	To Be Done
100%	
67%	2,376.00
	1,500.00
100%	
100%	
62%	3,847.50
65%	1,519.00
100%	
	1,000.00
60%	636.00
	300.00
	500.00
100%	
8%	10,419.00
	2,025.00
34%	16,214.22
	1,060.00
	1,000.00
	500.00
	400.00
	400.00
	7,350.00
	780.00
	31,920.00
	14,535.00

SUBTOTAL	\$150,000.00
120%	\$180,000.00
INSPECTION ESCROW	\$3,600.00
TOTAL	\$183,600.00

Remaining	\$98,300.00
120%	\$117,960.00
Guarantee Release	\$62,040.00

*Copy  
Open*



ALPHA BAPTIST CHURCH

JOSEPH O. BASS, PH.D., PASTOR

175 SOMERSET DRIVE  
WILLINGBORO, NEW JERSEY 08046  
TELEPHONE (609) 877-6500

FEB 4 1993

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY.

February 3, 1993

Mr. Arnold Barnett  
c/o Lord, Anderson, Worrell & Barnett  
651 High Street  
Burlington, NJ 08016

Dear Mr. Barnett:

Please delay final inspection on Alpha Baptist site improvement as late as possible; perhaps, Monday February 15th. This will give us an opportunity to work through Saturday, February 13th and thus maximize the amount of the release from our escrow account.

We failed to remember that a resolution had to be passed by the Township Council prior to the release of funds.

Thank you for your assistance in this matter.

I remain,

Yours for His way of peace,

*Joseph O. Bass*  
Dr. Joseph O. Bass, Pastor

JOB/bls

cc: Mayor Paul Stephenson ✓  
William Kearns, Township Solicitor  
Sadie Johnson, Township Manager



ALPHA BAPTIST CHURCH

JOSEPH O. BASS, PH.D., PASTOR

175 SOMERSET DRIVE  
WILLINGBORO, NEW JERSEY 08046  
TELEPHONE (609) 877-6500

*Copy  
Council  
Secretary*

February 2, 1993

Mr. William Kearns, Esq.  
215 Sunset Road  
Willingboro, NJ 08046

Dear Bill:

When I appeared before the Willingboro Planning Board regarding the site plan for the Alpha Church, I had made a specific request. The request was that when it came time for the posting of a performance bond that we be allowed to put up real property as collateral. However, we subsequently posted \$183,600.00 in cash funds for the bond. We are now in a cash flow crunch. We need to raise \$120,000.00 plus fast in order to receive our construction loan from our national office. The weather has slowed the project a bit and some of the costs exceeded our expectations. We have some contractors that have a delay fee in their contract which is costing us money. We will be able to handle the entire project with our funds but not without some additional funds from our escrow account. Therefore, I am back to our original request that the property at 179 Somerset Drive be used as means of partial bond in the amount of \$40,000.00. It is lot number 2, block 131 on the township map of Willingboro. I am getting this off to you in a hurry as the cash flow problem is putting pressure on our resources that are just about depleted.

Please advise what else I need to do in order to have this request executed.

Thank you for your assistance, I remain,

Yours for His way of peace,

Joseph O. Bass, PHD

cc Mayor Paul Stepenson ✓  
Manager, Sadie Johnson



ALPHA BAPTIST CHURCH

JOSEPH O. BASS, PH.D., PASTOR

175 SOMERSET DRIVE  
WILLINGBORO, NEW JERSEY 08046  
TELEPHONE (609) 877-6500

February 2, 1993

Mr. Arnold Barnett  
c/o Lord, Anderson, Worrell & Barnett  
651 High Street  
Burlington, NJ 08016

Re: Release of Escrow Funds  
Alpha Baptist Church

Dear Mr. Barnett:

On behalf of the Alpha Baptist Church I am requesting a release of a select portion of our performance bond money for work that is completed under your inspection.

More specifically:

Topsoil, Stockpile & Grade		\$ 8,000.00
STORM MANAGEMENT		
Type "B" Inlet	1 @1, 200.00	1,200.00
21" RCP	365 LF @ 32.00 LF	11,680.00
18" RCP	182 LF @ 27.00 LF	4,914.00
Silt Fence		1,590.00
Stablized Entrance		500.00
6"X8"X18" Curbing	745 LF @ 9.50 LF	7,077.50
	Total for work performed	\$34,961.50
	Total for (120%)	6,992.30
	Total due per work completed	\$41,953.80

Mr. Barnett this is still short of the funds we need to continue with the project. We have all the remainder of pipe needed on the site or is scheduled for delivery on Wednesday & Thursday) and we will have completed most of those runs by end of the week.

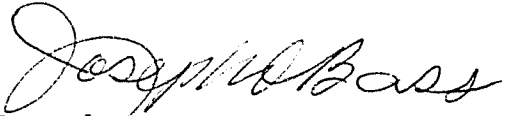
However, we face a two very severe challenges, one, we need to pay the balance on the land, approximately \$50,000.00 before we can withdraw any of our construction loan. This has to come from the funds held in escrow. Secondly, We have a bridge loan of \$70,000.00 that must be repaid to our state office by February 11, 1993. There are a few other smaller items that need to be cleared before we start construction. Thus you can see we need as large a return of these funds as possible and as soon as possible. The first check by week's end and another one by next week when large portion of the sidewalks and curbs will be completed. Your inspectors can assure you of the quality of our workmanship some of which is being done due to our promise rather than a requirement.

I am writing to the Council and Bill Kearns requesting that the

I am writing to the Council and Bill Kearns requesting that the house next door to the church be held as collateral for about \$40,000 in order that we may have additional funds released.

Thank you for your assistance in this matter, I remain,

Yours for His way of peace,

A handwritten signature in cursive script that reads "Joseph O. Bass". The signature is fluid and somewhat stylized, with the first letters of each word being capitalized and prominent.

Joseph O. Bass, PHD

cc Mrs. Sadie Johnson  
Bill Kearns  
Uri Taenzer