

TOWNSHIP OF WILLINGBORO

Resolution No. 1996-93

A Resolution of the Township Council of the Township of Willingboro Authorizing the Township Manager and the Township Solicitor to Proceed with the Negotiation and Preparation of the Necessary Documents to Enable the Township of Willingboro to Enter into Various Agreements with the New Jersey Department of Environmental Protection, the Burlington County Board of Chosen Freeholders and Matrix Development Corporation for the Acquisition of Block 13, Lots 2.01, 3 and 5, known as the Olympia Lakes Parcel

Whereas, the New Jersey Green Acres and Recreation Opportunities Act provides for the making of loans and grants by the Commissioner of Environmental Protection to local units of government for assistance in the acquisition and development of lands for outdoor recreation/conservation purposes; and

Whereas, the Commissioner of Environmental Protection has approved a Green Trust offering to the Township of Willingboro in the amount of \$ 1,000,000.00 (loan) and \$1,000,000.00 (grant) for the acquisition of Block 13, Lots 2.01, 3 and 5, known as the Olympia Lakes parcel, and

Whereas, the Willingboro Township Environmental Commission has recommended the acquisition of the Olympia Lakes parcel and its preservation as open space through the Green Acres program, and

Whereas, the Willingboro Township Council recognizes the value in the preservation of open space, provided that the preservation can be accomplished without placing an undue financial burden on the taxpayers of the Township, and

Whereas, it is not in the interest of the Township of Willingboro for the Olympia Lakes parcel to be developed for residential uses and there does not appear to be any reasonable potential for the development of the parcel for commercial purposes, and

Whereas, the Burlington County Board of Chosen Freeholders has expressed an interest in seeing the Olympia Lakes parcel preserved from development and has offered to provide financial assistance for the acquisition of the parcel by the Township of Willingboro under the Green Acres program, and

Whereas, the specific nature and extent of the financial assistance from Burlington County has been the subject of negotiations between the Burlington County Board of Chosen Freeholders and the Willingboro Township Council, and

Whereas, a tentative agreement has been reached which provides for the participation of the Burlington County Board of Chosen Freeholders and the owner of the property, Matrix Development Corporation, which, together with the Green Trust Grant will enable the parcel to be acquired by the Township of Willingboro without the costs of acquisition being borne by the Township of Willingboro and without the imposition of improvement or development requirements on the Township of Willingboro,

Now, therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of July, 1996, that the Township Manager and the Township Solicitor are hereby authorized to proceed with the negotiation and preparation of the necessary Agreements and documents to enable the Township of Willingboro to proceed with the acquisition of the Olympia Lakes parcel on the following basis:


1. the funding of the acquisition of Block 13, Lots 2.01, 3 and 5, known as the Olympia Lakes parcel, through the Green Trust offering to the Township of Willingboro in the amount of \$ 1,000,000.00 (loan) and \$1,000,000.00 (grant) in accordance with the Fair Market Value as certified by the Green Acres Appraisal Section, Department of Environmental Protection, for the property known as Olympia Lakes and identified as Project No. 0338-93-50;
2. the execution of a formal Agreement between the Township of Willingboro and the County of Burlington whereby
 - a. the County of Burlington, in cooperation with Matrix Development Corporation, will assume full responsibility for the repayment of the \$1,000,000.00 loan portion of the Green Trust offering to the Township of Willingboro,
 - b. the County of Burlington imposes no development or improvement requirements on the Township of Willingboro,
 - c. the County of Burlington imposes no restrictions on the use of the premises beyond those set forth in the Green Trust offering, and

- d. the County of Burlington provides that there shall be no charge to the Township of Willingboro for the disposal of any debris from the removal of the existing structures on the premises at the Burlington County Landfill;
3. the negotiation and execution of a formal Agreement between the Township of Willingboro and the New Jersey Department of Environmental Protection providing for the funding of the acquisition through the Green Trust offering to the Township of Willingboro in the amount of \$ 1,000,000.00 (loan) and \$1,000,000.00 (grant) in accordance with the Fair Market Value as certified by the Green Acres Appraisal Section, Department of Environmental Protection, for the property known as Olympia Lakes and identified as Project No. 0338-93-50;
4. the negotiation and execution of a formal Agreement between the Township of Willingboro and Matrix Development Corporation providing for the conveyance of the Olympia Lakes parcel to the Township of Willingboro and providing for the removal by of all existing structures from the premises by Matrix Development Corporation.

Be It Further Resolved, that a certified copy of this Resolution shall be provided to the Burlington County Board of Chosen Freeholders, to Matrix Development Corporation, and to the members of the Willingboro Environmental Commission for their information and attention.


JEFFREY E. RAMSEY
Mayor

Certified to be a true copy of Resolution 1996-93,
adopted by the Township Council of the
Township of Willingboro on July 23, 1996.


Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046

609-877-2200

Fax 609-835-0782

JEFFREY E. RAMSEY
Mayor
PAUL L. STEPHENSON
Deputy Mayor
JAMES E. AYRER
Councilman
DOREATHA D. CAMPBELL
Councilwoman
LAVONNE BEBER JOHNSON
Councilman

NORTON N. BONAPARTE, JR.
Township Manager

RHODA LICHTENSTADTER, RMC
Township Clerk

WILLIAM JOHN KEARNS, JR.
Township Solicitor

For Immediate Release

July 23, 1996

Statement of Mayor Jeffrey E. Ramsey

I am delighted to be able to announce that the Willingboro Township Council, after very fruitful discussions with the Burlington County Board of Chosen Freeholders has decided to accept the Green Acres funding in order to acquire the Olympia Lakes property and to preserve it for the future.

Our agreement with the County will mean that Willingboro will be able to add the Olympia Lakes property to its park system at no cost to the taxpayers of Willingboro. Our residents will gain a valuable recreational asset that will serve generations of future residents.

There are no plans to develop the property or to expend municipal funds for any facilities at Olympia Lakes. The Olympia Lakes parcel will remain, for the foreseeable future, as a passive recreation area, thereby requiring minimal maintenance.

Plans which were brought to the attention of the Council by a potential purchaser of the property to develop over 200 homes were not in the best interest of

the community. While some tax revenue would have been received, the impact of additional housing on the school system and on the demand for municipal services would have exceeded the revenues that the residential ratables would have provided.

While we would welcome commercial development of the property, there has been no interest shown in the property for commercial enterprises. Our focus for commercial or office development must be on the remainder of the Route 130 corridor, where the vacant parcels are available and can be developed.

We welcome the willingness of the County to modify its initial expression of interest in the Olympia Lakes parcel to meet the concerns that the Township Council raised over the costs of acquisition.

We look forward to continuing to work with the County on the high priority effort to revitalize the Route 130 corridor. That effort is of critical importance to us.

I do want to express the appreciation of the Township Council for the extraordinary efforts put forth by the members of the Environmental Commission on the Olympia Lakes project. Their efforts, under the leadership of former Chairperson Kathleen Hill and current Chairperson Martha Hall, resulted in the green acres funding for this project.



TOWNSHIP OF WILLINGBORO

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

COUNCIL MEMBERS

James E. Ayrer
Doreatha D. Campbell
Lavonne B. Johnson
Jeffrey E. Ramsey
Paul L. Stephenson

July 24, 1996

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

Mr. Kenneth A. Griffin
Senior Vice President
Matrix Development Group, Inc.
Forsgate Drive
CN - 4000
Cranbury, New Jersey 08512

Dear Mr. Griffin:

Enclosed please find a copy of Res. No. 93-1996 adopted by Willingboro Township Council meeting of July 23, 1996.

Sincerely,

Rhoda Lichtenstadter
Township Clerk

/eb

Encl.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
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Paul L. Stephenson

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

July 24, 1996

Mrs. Constancia House
53 Holyoke Lane
Willingboro, New Jersey 08046

Dear Mrs. House:

Enclosed please find a copy of Res. No. 93-1996 adopted by Willingboro Township Council meeting of July 23, 1996.

Sincerely,

Rhoda Lichtenstadter
Township Clerk

/eb

Encl.



TOWNSHIP OF WILLINGBORO

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

COUNCIL MEMBERS

James E. Ayer
Doreatha D. Campbell
Lavonne B. Johnson
Jeffrey E. Ramsey
Paul L. Stephenson

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

July 24, 1996

Mrs. Martha Hall
18 Hancock Lane
Willingboro, New Jersey 08046

Dear Mrs. Hall:

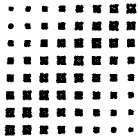
Enclosed please find a copy of Res. No. 93-1996 adopted by Willingboro Township Council meeting of July 23, 1996.

Sincerely,

Rhoda Lichtenstadter
Township Clerk

/eb

Encl.



MATRIX

December 15, 1995

Mr. Norton Bonaparte
Township Manager
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Olympia Lakes

Dear Mr. Bonaparte:

I read in yesterday's Philadelphia Inquirer that you are reviewing the proposed "shared financing" for the preservation of Olympia Lakes as a Green Acres park. I also read in several papers that the Township is concerned about the loss of between \$40,000 and \$50,000 per year currently paid in property taxes on Olympia Lakes. As a point of clarification, please be aware that the 1995 total property tax for Olympia Lakes was \$39,465, of which \$7,665 was paid to the county. Of the \$31,800 paid to Willingboro Township, \$16,995 went to the district school's tax and \$14,805 was applied to the local purpose tax.

Also, it is our opinion that if Olympia Lakes is developed with the residential units that have been approved, the increased tax payable to Willingboro due to the residential ratables will be more than offset by the cost of the additional municipal services that will be required to serve the families that purchase the homes.

Should you have any further questions regarding ANJ's proposed participation in the shared financing proposal, please feel free to contact me.

Very truly yours,

Kenneth A. Griffin
Senior Vice President

cc: Kathy Hill/Environmental Commission

Matrix
Development
Group, Inc.
908-521-2900
FAX: 609-395-8289

Forsgate Drive,
CN 4000
Cranbury,
New Jersey
08512

*To
Council
Kurt
...*

RESOLUTION NO. 94 1996

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

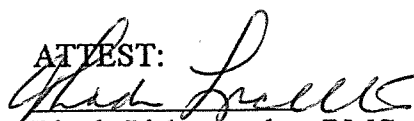
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 23, 1996 that an Executive Session closed to the public shall be held on July 23, 1996, at 8:50 p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 95 - 1996

AWARD OF BID FOR NEW ROOF AT FIRE
STATION NO. 163

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a New Roof on Fire Station No. 163; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of McAllister Roofing Inc., Pittsgrove, New Jersey; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of July, 1996, that the bid be accepted as per the attached recommendation; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST;

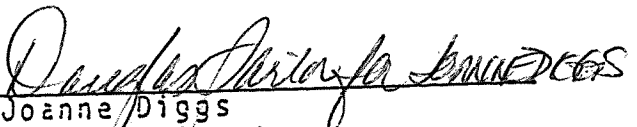


Marie Annese
Deputy Township Clerk
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CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

The money necessary to fund said contract is in the amount of \$36,715.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number PENDING ADOPTION OF BOND ORD 4-96 Introduced 7/30/96. These funds are not being certified as being available for more than one pending contract.


Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

New Roof on Firestation 163

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BID TABULATION SHEET				McAllister Roofing, Inc. Pittsgrove, NJ (609)358-6670		D.A. Nolt, Inc. Marlton, NJ (609)953-1666	
NEW ROOF AT FIRE STATION # 163 TOWNSHIP OF WILLINGBORO LAWB FILE NO. 95-39-15E							
#	DESCRIPTION	QUANT.	UT	PRICE	AMOUNT	PRICE	AMOUNT
1	Removal of solar panels, existing membrane, and existing roof insulation	1	LS		12963.27		18336.00
2	Reconstruction of the Plywood Deck (LAWD)		SF	7.40		2.75	
3	Roofing Insulation	223	SY		8,159	4274	9531.00
4	Roofing Membrane	223	SY	69.92	15,592	6406	14,285.00
					36,715		42,152.00


RESOLUTION NO. 96 - 1996

WHEREAS, the need exists for Engineering and Inspection services relative to two projects at Fire Station 163; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 30th day of July, 1996, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Arnold W. Barnett, of the firm of Lord, Anderson, Worrell and Barnett, in an amount not to exceed \$18,000.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.


JEFFREY E. RAMSEY
MAYOR

ATTEST:



Marie Annese
Deputy Township Clerk
resoluti-PS-AWB.doc

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Donald Barnett
TANK Removal #163 - Increase

The money necessary to fund said contract is in the amount of 18,100 - and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0296 4000 (PRELIMINARY). These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

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

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

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

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

I. APPOINTMENT. Arnold W. Barnett, P.E. & L.S., is hereby appointed and retained as Engineer and Inspector relative to removal of tank at #163

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

III. SERVICE. During the terms of this Agreement, the Engineer agrees to provide engineering and inspection services.

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. ~~#~~ 96-1996.

V. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

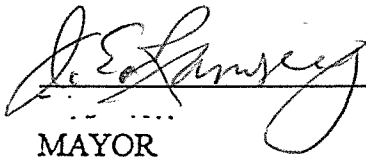
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other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


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

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

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

TOWNSHIP OF WILLINGBORO


MAYOR


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

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

7/30/96
DATE



More than a Civil Engineering Firm

To Council for Action

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

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

Robert W. Lord, PE & LS, PP

C. Kenneth Anderson, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP

Arnold W. Barnett, PE & LS

July 25, 1996

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

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

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

**RE: Status of Projects
Firestation #163
LAWB File No. 95-39-15D,E**

Re #38-96

Dear Mr. Bonaparte:

The purpose of this letter is to summarize the status of the above two referenced project and indicate the financial constraints relating thereto.

Roof

Bids were received for the second time to replace the roof on Firestation #163. The low bid was submitted by McAllister Roofing, Inc. and amounted to \$36,715.00. If funding can be certified, I recommend an award to this contractor.

Removal of underground tanks

The existing amended contract with T. Slack, Inc. amounts currently to \$30,847.00. The three below ground storage tanks were removed last Wednesday. Tanks were found to contain petroleum product and needed to be pumped out. The soil in the vicinity of the bottom of the tanks appeared to be contaminated and a stock pile has been created. We have not yet received the results of the tests on soil contamination. Based on the above, the followings extras are foreseen for this current Contract:

- Removal and disposal of contaminated soil - \$12,500.00
- Removal and disposal of liquid which remain in the tank - \$11,500.00
- Cost to sample along buried pipeing - \$1,400.00
- Fill to replace contaminated soil - \$7,900.00

It appears that the contract with T. Slack will approximate \$64,000.00

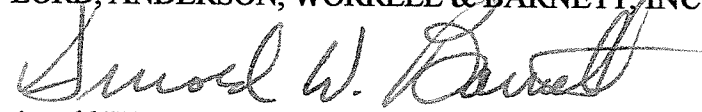
Mr. Norton N. Bonaparte, Jr.
July 25, 1996
Page 2

Discovery of the contaminated soil and groundwater in the area of the tanks will require the installation of an observation well. Subsequent sampling of groundwater may require the initiation of a groundwater remediation project. The estimated cost of the observation well is \$2,000.00. The estimated cost of the remediation program is unknown at the current time.

The tank removal project has grown in scope since it was initiated. Engineering fees have already exceeded those initially estimated. To account for the unforeseen past problems and the now increased scope of work, I request that the Professional Services Agreement be modified from the current one of \$9,000.00 to \$18,000.00.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.



Arnold W. Barnett. PE & LS

AWB:mc

ARNOLD\JUL\BONAPART.L23 (96)

RESOLUTION NO. 97 - 1996

WHEREAS, the need exists for the renovation of the Emergency Services Building for the use of Emergency Management, Phase II; and

WHEREAS, there is a need for an Architect to prepare the necessary plans;
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 30th day of July, 1996, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Horace A. Reeves in an amount not to exceed \$ 11,230.00 ; 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.


JEFFREY E. RAMSEY
MAYOR

ATTEST:



Marie Annese
Deputy Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

Emergency Mgt Center (Phase II)

The money necessary to fund said contract is in the amount of \$ 11,230.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-05-94 I.

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

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

HORACE ALBERT REEVES, JR. • ARCHITECT • ENGINEER • CONSTRUCTIONMANAGER

July 29, 1996

John Carroll, Emergency Management Coordinator
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, New Jersey 08046

Re: Proposal for Phase Two of the new Willingboro Emergency Operating Center.

The following is our proposal to prepare construction documents for Phase Two, which is for the alterations required to complete the interior work of the Emergency Operation Center (E.O.C.) at the Emergency Squad Building, Charleston Road and J.F. Kennedy Way, Willingboro.

The following is an summary outline of both the Phase One work, which is in progress, and the Phase Two work, which is the subject of this proposal:

A. Phase One - Define the Project and Prepare Construction Documents:

1. HAR has, in concert with the Emergency Management staff, prepared a drawing incorporating the recommendations of FEMA and the Township, and has prepared a cost budget for the completed project.
2. HAR has also prepared construction documents for the construction of the Phase One portion of the project which, in general, includes the following:
 - a) Design a new enclosed concrete stairway in the rear of the Emergency Squad Building accessing the basement area, which will contain the future Emergency Operations Center.
 - b) Design the rehabilitation of the front stairway, which will access the basement from the front of the building.
 - c) The intended construction under Phase One will include only the entry enclosure, stairway and doors into the basement area that will contain the future E.O.C.

B. Phase Two - Prepare Construction Documents for Balance of the Project.

1. An outline of the work included in the Phase Two portion of this project is attached to this proposal and is entitled "Outline Specification".
2. Generally, the work includes the interior finishing of the basement space to create the Emergency Operations Center. The work includes walls, finished floors, doors, acoustical ceilings, Kitchen, Office space, an Operations Room, Storage, a Mechanical Room and a Communications Room. The spaces shall be finished and operational as described in the Outline Specifications attached.
3. HAR shall prepare a full set of construction documents for the work described above and shall add it to the construction drawings and written project manual already underway under the Phase One professional services agreement. The combined documents shall then be used to solicit public bids from contractors. This shall include all trades required to complete the work of Phase One and Two.
4. HAR shall then supervise the receipt of bids and make recommendations to the

Township Council for the award of contracts.

5. The cost of preparing the construction documents and supervising the bidding shall be as follows:

- a) For preparation of the construction documents. \$10,330.00
- b) For reproduction costs. 300.00
- c) Total for Construction Documents. \$10,630.00

C. Inspect the Construction of the Facilities.

- 1. Upon award of the construction contract to the lowest responsible bidder, HAR will inspect progress, conduct job site meetings as required and shall approve the contractor's invoices.
- 2. At substantial completion, HAR shall prepare a final inspection report incorporating items requiring the attention of the Contractor.
- 3. At the completion of the work, HAR shall perform a final inspection and shall certify the work for acceptance and final payment.
- 4. The costs for inspecting the progress of the work shall be \$300.00 per job meeting and inspection as set forth above. It is estimated that the construction work shall last 4 months, which is one more than are included in Phase One. The inspections shall be made biweekly. The total additional cost shall be \$600.00 or less.

D. Summary of Costs of Phase Two only.

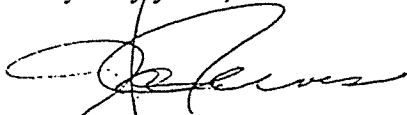
- 1. Prepare Construction Documents - Phase Two. \$10,630.00
- 2. Inspect the Construction - Phase Two. 600.00
- 3. Total Phase Two Agreement Cost. \$11,230.00

Attached is a budget cost estimate calculated to reflect the total project costs including Phase One and Two, but not including the design costs. These costs are only for preliminary budgeting and are not to be taken as a projection of actual construction costs, either in part or overall.

If this proposal for Phase Two is acceptable, we shall submit an Addendum to the Phase One professional services agreement for your approval and acceptance.

Thank you for this opportunity to be of service again.

Very truly/yours,



Horace Albert Reeves Jr., P.E. R.A.

Encl: Outline Specifications, dated 7/30/96
Square Foot Estimate for Willingboro Township

OUTLINE SPECIFICATIONS

I. GENERAL NOTES:

1. All work to be in accordance with NJ Uniform Construction Code, latest edition.
2. Construction Type: 2-C: Use Group B - Business.
3. Design loads:
 - a) Roof live load - 30 psf.
 - b) Stairs live load - 100 psf.
4. Design criteria:
 - a) The Emergency Operating Center is presumed not to be designed as a blast hardened facility with added radiation resisting features.
 - b) The facility also does not conform to the accessibility standards for barrier free access as suggested by FEMA. However, the facility, which is only 2400 square feet in area, will conform to the New Jersey Uniform Construction Code requirements for accessibility.
5. Details noted "typical" imply all conditions treated similarly. Modifications can be made by the builder to accommodate minor variations.
6. All contractors shall examine all drawings, specifications or other documents of the contract, and the site before submitting a bid. Any doubt as to the meaning or scope of the drawings and other documents, or any portions of the contract, may be clarified by submitting a request in writing for interpretation to the Architect. Any work not indicated in the drawings nor mentioned in the specifications, but obviously necessary to the proper conclusion of the work, shall be included in the contract. The contractor shall be fully responsible for including such items in his bid and for completing construction on such items in the customary manner based upon standard and commonly accepted construction trade practices, whether or not specific details, materials and/or methods are included in the contract documents.
7. Colors, textures and styles shall match existing work predominate in other parts of the building except where otherwise specified.
8. Shop drawings: Submit for approval and coordination with other trades. Typical for all trades.

II. EXCAVATION:

1. All backfill to be mechanically compacted to 95% of maximum density of the soil at optimum moisture content. Brace walls prior to compaction.
2. Slope finished grade a minimum of 1/4" per foot away from the foundation walls.

III. CONCRETE:

1. All concrete work shall be in accordance with "Building Code Requirements for Reinforced Concrete" - ACI Document 318, latest edition.
2. Materials:
 - a) Cement: Portland cement, ASTM C-150, Type I. Exterior concrete shall use air entrained cement, ASTM C-175, Type I.
 - b) Concrete: Central mixed, certified as per ASTM C-94, of minimum 28 day strength of 3500 psi for all concrete
 - c) Reinforcing rods: ASTM A-615, Grade 60.

- d) Welded wire mesh: ASTM A-185 in sizes as indicated.
- 3. Exterior exposed concrete slabs to be broom finished, free from depressions and defects, smooth and even texture.
- 4. Interior concrete slabs to be hard steel trowel finished. Stair treads: steel pan concrete filled stairs with vinyl treads.
- 5. Damp proofing: Parget from foundation to top of wall with minimum 3/8" Portland cement mortar, coved at base, coated with a bituminous material below grade, 3 pounds per sq. yd of acrylic modified bituminous cement .

IV. STRUCTURAL STEEL:

- 1. Steel: ASTM A-36, detail and fabricated as per AISC and local codes.
- 2. Workmanship: AISC Specification, "Design, Fabrication and Erection of Structural Steel Buildings", latest edition. Clean all steel members before erection and touch up damaged shop prime coat.

V. CARPENTRY:

- 1. Framing: Steel studs throughout
- 2. Wood in contact with masonry or concrete shall be treated. Moisture content less than 19%. All lumber in accordance with American Lumber Standard for Softwood Framing Lumber.
- 3. Blocking: All blocking, securely fastened or anchored to complete the wood framing shown or indicated on the drawings.
- 4. Treated lumber: Pressure treatment to be Pentachlorophenol to retention of 8 pounds per cubic foot of wood.
- 5. Millwork:
 - a) Closet: shelves, 3/4" A/C plywood with hardwood edges, painted.
 - b) Coat Closet, walk-in closets: Hat shelf, 3/4" A/C plywood with hardwood edges with clothes hanger rod below, painted.
 - c) Kitchen counter tops: Plastic laminate in color and texture to be selected by the Owner, 3/4" thick with 1-1/2" edge, particle board core.
 - d) Kitchen cabinets: Plastic laminate, inside and out, .050 thickness, hinges self closing, silencing bumpers, pulls to be selected by Owner. See drawings for locations.

VI. MOISTURE PROTECTION:

- 1. Wall flashing: "Nervastral", 20 mil, or equal around all window openings, door heads, etc as required for water tightness.
- 2. Caulking: Urethane foam backing joint filler to fill open joints prior to caulking. Caulk exterior with Mono-lasto-meric by Tremco, or equal.
- 3. Vapor Barrier: 6 mil polyethylene film under all concrete slabs, turned up at walls, lapped minimum of 12 inches.
- 4. Roofing: Cut and patch through roofing openings in accordance with manufacturer's recommendations.
- 5. Insulation: For Basement walls, polyisocyanurate 2# per cf, 2 inches thick, R=14.29, with vapor barrier, applied with mastic to concrete walls.

VII. FINISHES:

- 1. Drywall: 5/8" with tapered edges, taped and spackled with 3 coat system, sand between coats and finish ready for painting. Drywall in wet areas around shower

- shall be water resistant, Type WR .
2. Windows:
 - a) Interior frames: Hollow Metal, galvanized and prime painted.
 - b) Interior glass: Single pane. 1/4 inch polished plate, tempered safety glass.
 3. Doors and hardware:
 - a) General:
 - (1) All doors and finished hardware shall be designed to barrier free standards.
 - b) Interior:
 - (1) Wood solid core flush doors with birch stain grade finish, 22" by 36" tempered safety glass panels (except in Closets, Bathroom & Utility), 1 1/2 pair ball bearing butts, closers, lock sets keyed separately and mastered into existing system. Hardware style: heavy duty, style and finishes to match existing hardware in other parts of the building.
 - (2) Hollow metal frames: 18 gauge, reinforced for hardware.
 4. Floors:
 - a) Kitchen, Corridor, Operations & Storage: Vinyl composition tile, backed, .080" thick, non-slip surface texture, 4 inch high vinyl cove base.
 - b) Bathroom: Existing.
 - c) Office and Communications: Carpeting, nylon, level loop, 32 oz. for medium to heavy duty traffic, with bonded urethane pad. 4 inch high vinyl straight base, standard colors selected by Owner - typical.
 5. Walls:
 - a) Bathroom: Existing.
 - b) All other rooms: Paint, latex, primer plus two finish coats on drywall substrate, semi-gloss on steel doors, windows and trim, flat on walls. Wood doors: Stain and polyurethane sealer.
 6. Painting: Use MAB, Sherwin-Williams or equal paint. All workmanship shall be in accordance with manufacturer's recommendations. Exterior painting: Primer and two finish coats, latex on wood substrate.
 7. Ceilings: Acoustical fissured tile, fire rated, 5/8 inches thick, in exposed tee bar suspension system, Bathroom: drywall, WR, painted.
 8. Accessories:
 - a) Kitchen: Paper towel dispenser, fire extinguisher on bracket.
 - b) General: All accessories brushed stainless steel. Fire extinguishers on brackets at each exit from the facility.

VIII. PLUMBING:

1. Piping: New drain, waste and vent lines are ABS Schedule 40 black pipe or PVC Schedule 40 white pipe. Plastic DWV lines supported every 4 feet horizontally and vertically. Drain line to slope min. 1/4" per foot of run. For garbage disposer, drain and vent lines are 2" dia. Water supply lines: type "L" copper, supported every 6 feet horizontally and at each story height not to exceed 10 feet vertically. Insulate both hot and cold water piping. Vacuum breakers installed at all hose bibs. All solder shall be lead free. (.2% max.)
2. Fixtures: American Standard, Kohler, or equal. Flow rates to meet requirements

of National Plumbing Code with max. output 3 gallons per minute at 80 psi. Hot water heater to meet prevailing energy code.

3. Sprinkler system: Wet pipe limited area sprinkler system, for light hazard occupancy, designed and installed in accordance with NFPA 13 and all other codes by agencies having jurisdiction.

IX. HEATING:

1. Heating equipment: New heating system using tempered air from over a hot water coil in air handler supplied by existing boiler. All duct work shall be metal, internally insulated with 1 inch rigid insulation. Provide ducted return air system. Diffusers to be provided with dampers. System shall be balanced for both winter and summer at completion of installation.
2. Air cooling: Electric split system with condenser mounted on the roof of the existing building.
3. Fresh air: Provide filtered fresh air with replaceable filters mounted in racks located at the point of the air intake from the outside. Fresh air percentage shall be controllable manually from inside the facility with the controls marked in percentage of opening. Maximum fresh air intake: 6 air changes per hour (10 minutes per air change). Minimum fresh air intake: System shall be capable of manually blocking the entry of fresh air to the facility.
4. General requirements: System shall be designed to provide 70 degree inside temperature in 0 degree weather with a 15 mile per hour wind. Summer conditions: 78 degree inside temperature in 100 degree weather with a 15 mile per hour wind. Design and installation in accordance with the BOCA National Mechanical Code, latest Edition. Loudness level for every part of the air distribution system of the HVAC installation shall not exceed 1 sone.
5. Exhaust fans: One in Bathroom with lighting and fan. One exhaust hood in Kitchen. Exhaust both to the exterior.

X. ELECTRICAL:

1. Provide 150 amp., 110/220 volt sub panel in the Utility Room interconnected to the emergency generator and utility company power with automatic conversion to emergency power upon loss of utility power.
2. Generator: Capacity of the generator will be checked against the power requirements needed to operate the Facility fully on emergency power. The cost of a new generator is not included.
3. Provide circuits, properly noting circuits on the panel directory.
4. Electric service to be grounded. All work shall be in accordance with the National Electric Code, latest addition.
5. All electric conductors, devices and equipment shall be labeled and/or listed by a nationally approved testing agency and installed in accordance with that agency, manufacturer's instructions and any applicable codes.
6. Wire support shall be provided 6" to 8" from receptacle boxes without clamps.
7. Switches and counter top receptacles are located 44" above finished floor to bottom of box, receptacles are located 18" above finished floor.
8. Toilet room receptacles shall all be G.F.I. protected.
9. Receptacles within 6 feet of the Kitchen sink shall be G.F.I. protected.

10. Smoke detectors: Install in accordance with current code throughout space, both hard-wired and with battery backup, in locations required, wired in series.
11. Security system: By Owner. Provide electrical outlet and empty signal conduit for future video surveillance of two entries.
12. Lighting fixtures:
 - a) Provide lighting fixtures 4 tube fluorescent lighting fixtures, cool white, switch controlled within the lighted spaces.
 - b) Provide emergency lighting and exits lights as required by Code.

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Square Foot Estimate
 For
 Willingboro Township

7/30/96 print
 7/30/96 revised

New Emergency Operating Center Building sq. ft. = 2400
 Willingboro, NJ 08046 Adjustment # = 1

PFS:\windowworks\spreadsh\leoc 0329.est

#	COMPONENT	SPECIFICATION	CALCULATION	UNIT	\$ / UNIT	\$ / S.F	COST*ADJ
1.1	Footings & Foun	Poured 12 " foundations walls		l.s.	3000	1.25	3000
1.4	Demol & Remov.	Foundation wall, slab & paving		l.s.	1000	0.42	1008
1.9	Excavation & B.F	Site prep. for foundation		l.s.	1910	0.8	1920
2.1	Slab on Grade	5" reinf. concrete w/ vapor barrier		s.f. ground	1100	0.46	1104
2.2	Special Constr.	N/A					0
3.1	Columns/Beams	N/A					0
3.4	Cornice	Overhang stucco soffit & wd fascia		l.f. cornice	70	1.03	2472
3.5	Exterior wall finis	Stucco on concrete block		s.f. wall	8.88	1.3	3120
3.7	Roof	Joists & steel deck		s.f. roof	4	0.6	1440
3.9	Stairs	Concrete filled metal pan		per flight	4610	1.85	4440
4.1	Walls	Concrete block masonry insulated		s.f. wall	8	1.2	2880
4.5	Windows & doors	Aluminum & glass		s.f. windows	27	2.34	5616
4.6	Doors	H.M. doors & frames		ea.	1000	1.25	3000
4.7	Subfloor	3/4" plywood on sleepers w/ v.b.		s.f. floor	3.04	3.04	7296
5.1	Roof coverings	EPDM		s.f. roof	2.5	0.42	1008
5.7	Insulation	Block fill - rigid on roof & walls		s.f. wall & rf.	1	1.02	2448
5.8	Inter face walls	Drywall on 2" hi-hats	2240 s.f.	s.f. wall	2.01	1.88	4512
6.1	Partitions	Drywall on metal studs - 260 l.f.	2080 s.f.	s.f. partition	2.8	2.43	5832
6.4	Interior Doors	Single leaf wood w/ HM frms	13 ea.	each	402	2.18	5232
6.5	Wall Finishes	Paint - walls & doors	5800 s.f.	s.f. surface	0.81	2.6	6240
6.6	Floor Finishes	VAT & Carpeting		s.f. floor	3.68	3.68	8832
6.7	Ceiling Finishes	Acoustical tile w/ susp. system		s.f. surface	2.56	2.56	6144
6.9	Inter Face of Wal	N/A					0
7.1	Crane Rails	N/A					0
7.2	Special Conveyor	N/A					0
8.1	Plumbing	Water closet, shower	2 fixtures	each	*00.00	0.83	1992
8.2	Fire Protection	Limited area wet pipe system		s.f. floor	2.00	2.00	4800
8.3	Heating & vent.	Hot water coil & elect cooling		s.f. floor	8.00	8.00	19200
8.4	Cooling	Incl in 8.3 above					0
8.5	Special systems	N/A					0
9.1	Elect Serv & Dist	150 amp service, panel & feeders		s.f. floor	0.82	0.82	1968
9.2	Lighting & Power	Flourescent fixt., recept., switches.	1800 s.f.	s.f. floor	4.25	4.25	10200
9.4	Special Electric	Smoke alarm syst., emer. lighting		s.f. floor	0.87	0.87	2088
11.1	Site Drainage	N/A					0
12.1	Site Developmen	N/A					0
12.3							0
12.5	Contingency		10%	s.f. floor		5.15	12354
12.7	Special serv	N/A					0
SUBTOTAL - COST						54.23	130146
CONTRACTOR'S FEE			15.00 %			9.56	22950
SUBTOTAL - BUILDING						63.79	153095
ARCHITECT/ENGINEER DESIGN			0.00 %			0.00	0
						63.79	153095

SPECIAL DESIGN SERVICES

RESOLUTION NO. 98 1996

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

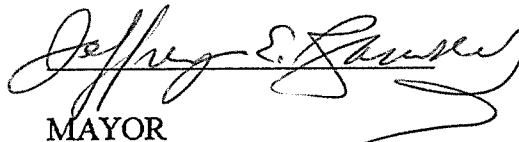
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 ands 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 30, 1996, that an Executive Session closed to the public shall be held on July 30, 96 at 9:00 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.


MAYOR

ATTEST:

Marie Annese, Deputy

RESOLUTION NO. 99, 1996

A RESOLUTION AUTHORIZING LIENS AGAINST
REAL PROPERTY FOR THE ABATEMENT OF
CERTAIN CONDITIONS IN ACCORDANCE WITH
THE PROPERTY MAINTENANCE CODE OF THE
TOWNSHIP OF WILLINGBORO.

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; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of August, 1996, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


JEFFREY E. RAMSEY
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO: Rhoda Lichtenstadter
 FROM: Leonard Mason
 DATE: August 6, 1996
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

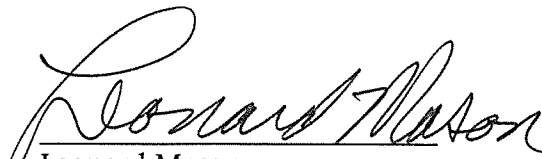
Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$7850.00 for the time period of July 2, 1996 thru August 6, 1996.

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

ADDRESS	BLOCK & LOT	AMOUNT	WORK DONE
<u>GRASS CUTTING</u>			
2 Henderson	621-1	\$ 40.00	
6 Pebble	317-2	\$ 40.00	
18 Parkside	326-6	\$ 40.00	
30 Pennypacker	327-20	\$ 40.00	
37 Sheffield	107-36	\$ 40.00	
225 Somerset	131-15	\$ 40.00	
144 Somerset	125-11	\$ 40.00	
58 Somerset	123-32	\$ 40.00	
34 Somerset	123-25	\$ 40.00	
29 Stirrup	121-15	\$ 40.00	
47 Spiralwood	137-2	\$ 40.00	
7 Sudberry	102-13	\$ 40.00	
35 Snowflower	111-11	\$ 40.00	
11 Snowden	112-8	\$ 40.00	
1 Sylvan	134-1	\$ 40.00	Grass & rem tr&debris
18 Pastoral	323-5	\$ 40.00	
11 Parson	325-28	\$ 40.00	
4266 Rt. 130	5.02-6	\$ 40.00	
59 Hadley	602-11	\$ 220.00	Grass & rem trash
56 Hamilton	602-3	\$ 75.00	Grass & rem trash
47 Bloomfield	209-18	\$ 40.00	
47 Bloomfield	209-18	\$ 160.00	Remove trash
22 Ember	833-69	\$ 40.00	
6 Hewlet	619-2	\$ 40.00	
100 Pennypacker	327-35	\$ 40.00	
18 Parkside	326-6	\$ 40.00	
59 Edison	842-12	\$ 40.00	
21 Excell	840-29	\$ 40.00	
46 Pensdale	301-15	\$ 60.00	Grass & rem trash
4276 Rt 130		\$ 40.00	
18 Pastoral	323-5	\$ 40.00	
21 Excell	840-29	\$ 40.00	
8 Exton	814-59	\$ 40.00	
59 Echohill	803-13	\$ 40.00	

37 Parkside	327-10	\$	40.00	
38 Poplar	322-11	\$	40.00	
135 Hazelwood	630-15	\$	40.00	
527 Charleston	609-19	\$	40.00	
550 Charleston	608-27	\$	40.00	
2 Henderson	621-1	\$	40.00	
100 Pennypacker	327-35	\$	40.00	
60 Pembroke	306-19	\$	40.00	
68 Pembroke	306-21	\$	40.00	
21 Pembroke	307-32	\$	40.00	
19 Enderly	814-65	\$	40.00	
61 Mosshill	507-11	\$	40.00	
126 Millbrook	523-13	\$	40.00	
21 Poplar	323-28	\$	40.00	
51 Perennial	334-24	\$	40.00	
21 Tinker	1135-21	\$	40.00	
34 Somerset	123-25	\$	40.00	
47 Spiralwood	137-2	\$	40.00	
29 Stirrup	121-15	\$	40.00	
5 Garrett	713-18	\$	80.00	
49 Tweedstone	1129-9	\$	40.00	
49 Elsin	808-6	\$	40.00	
27 Parish	306-35	\$	80.00	
37 Sheffield	107-36	\$	40.00	
30 Blueberry	206-9	\$	80.00	
32 Bradford	209-3	\$	40.00	
20 Blueberry	206-6	\$	80.00	
57 Bayberry	234-32	\$	80.00	
74 Niagara	1023-45	\$	285.00	
20 Meadowlark	504-7	\$	40.00	
16 Weldon	405-4	\$	40.00	
21 Excell	840-29	\$	40.00	
18 Pastoral	323-5	\$	40.00	
Sidney La (lot)	1-4	\$	110.00	
Sunset Rd (2 lots)	24-1.02	\$	115.00	
Sidney La (lot)	1-4	\$	110.00	
28 Raleigh	901-74	\$	325.00	Clean up & rem trash;rem graffiti
140 Sheffield	110-13	\$	40.00	Clean up & rem trash
28 Raleigh	901-74	\$	2130.00	Reroof; rem & replace fence
88 Rittenhouse Dr	904-51	\$	1290.00	Reroof; rem & replace fence
6 Hewlett	619-2	\$	250.00	Rental of dumpster for removal of trash
	TOTAL	\$	7850.00	

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



Leonard Mason
Director of Inspections

LM/ba
Copy: C. Hill

RESOLUTION NO. 100 199 6

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 ands 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.

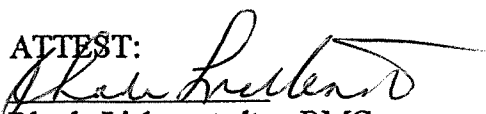
(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer 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 August 6, 1996, that an Executive Session closed to the public shall be held on August 6, 1996, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 101 - 1996
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of August, 1996, that refunds be made as per the attached schedule; and

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


JEFFREY E. RAMSEY
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

To
Council
for Action
[Signature]

WILLINGBORO TOWNSHIP
INTEROFFICE MEMO

DATE: JULY 26, 1996
TO: MR. BONAPARTE
FROM: JOANNE G. DIGGS *[Signature]*
SUBJECT: ITEM FOR COUNCIL

Attached is a list of Tax Overpayments for cancellation by Council Resolution.

c. Rhoda Lichtenstadter

Township of Willingboro
1 Salem Road
Will., N.J. 08046
Block 901
Lot 246
Cathedral of Love Church
Overpayment Taxes

\$277.00

Margaret C. Showell
Burlington Manor Apt #424
255 E. Pearl Blvd.
Burlington, N.J. 08016
Block 1007
Lot 17
109 Nottingham Drive
Overpayment Taxes

632.00

First Union Mtg. Corp.
PO Box 29544
Raleigh, N.C. 27690-2624
Block 308
Lot 14
136 Pageant Lane
Overpayment Taxes

273.00

Robert & Maryellen Flynn
38 Echohill Lane
Willingboro, N.J. 08046
Block 801
Lot 36
38 Echohill Lane
Overpayment Taxes

1359.04

Won Gateward
11 Eden Rock Lane
Block 843
Lot 8
11 Eden Rock Lane
Veteran Deduction

50.00

Curtis L. Gooding
32 Galton Lane
Block 705
Lot 10
32 Galton Lane
Overpayment Taxes

602.54

Bertha M. Graham
5303 Adelaide Drive
Mt. Laurel, N.J. 08054
Block 805
Lot 31
142 Eastbrook Lane
Overpayment Taxes

122.60

TOWNSHIP OF WILLINGBORO

Resolution No. 102 - 1996

A Resolution of the Township Council of the Township of Willingboro Providing for the Appointment of a Planning Consultant and Authorizing the Execution of a Professional Services Agreement with Carl E. Hintz.

Whereas, the Township Council of the Township of Willingboro requires the services of a Professional Planner to serve as Planning Consultant for the purpose of advising the Township of Willingboro on matters relating to the Master Plan and related ordinances and other matters referred to him by the Township Council, the Planning Board or the Zoning Board of Adjustment, and

Whereas, Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C. is a licensed Professional Planner and Certified Landscape Architect, authorized by law to practice those professions and qualified to serve as the Planning Consultant for the Township of Willingboro and has been recommended for appointment to that position by the Planning Board, and

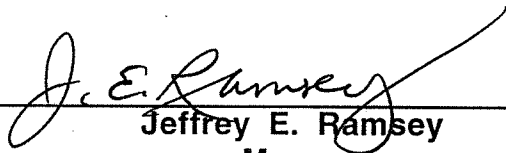
Whereas, the Local Public Contracts Law, *N.J.S.A. 40A:11-1*, et seq., requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection.

Now, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session on August 6, 1996, that Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C., be and hereby is appointed as Planning Consultant for the Township of Willingboro for a term commencing on April 1, 1996, and ending on March 31, 1997, for the purpose of advising the Township of Willingboro on matters relating to the Master Plan and related ordinances, and other matters referred to him by the Township Council, the Planning Board or the Zoning Board of Adjustment, and

Be It Further Resolved, that the Mayor and Township Clerk are hereby authorized to execute the attached Professional Services Agreement with Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C., and

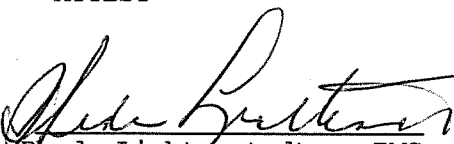
Be It Further Resolved, that notice of this appointment and Professional Services Agreement shall be published as required by law, and

Be It Further Resolved, that certified copies of this Resolution shall be provided to the Township Manager, the Treasurer, the Planning Board and the Zoning Board of Adjustment of the Township of Willingboro and to Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C., for their information and attention.



Jeffrey E. Ramsey
Mayor

ATTEST



Rhoda Lichtenstadter, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

COUNCIL MEMBERS

James E. Ayer
Doreatha D. Campbell
Lavonne B. Johnson
Jeffrey E. Ramsey
Paul L. Stephenson

TOWNSHIP MANAGER
Norton N. Bonaparte, Jr.

August 9, 1996

Mr. Carl Hintz
Clarke, Caton & Hintz, P.C.
400 Sullivan Way
Trenton, New Jersey 08628

Dear Mr. Hintz:

Enclosed please find a copy of Res. No. 102 - 1996 adopted by Willingboro Township Council at their meeting of August 6, 1996 along with an original copy of the agreement. Please sign and return the agreement and then a copy of a fully executed agreement will be sent back to you.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Encs.

PROFESSIONAL SERVICES AGREEMENT

between the
Township of Willingboro
and
Carl E. Hintz

Whereas, the Township of Willingboro requires the services of a Professional Planner to serve as a consultant to the Township Council and the Planning Board for the review of the Master Plan and the ordinances implementing the Master Plan as is required by the Municipal Land Use Law, and

Whereas, the Township of Willingboro requires the services of a Professional Planner to serve as a consultant to the Planning Board for on development applications submitted to the Planning Board and to serve as a consultant to the Zoning Board of Adjustment on the occasions when site plans and other significant development plans are considered by the Zoning Board of Adjustment, and

Whereas, the Planning Board has recommended that Carl E. Hintz, a licensed Professional Planner and Certified Landscape Architect be appointed as the Planning Consultant, and

Whereas, Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C. is a licensed Professional Planner and Certified Landscape Architect qualified to serve as the Planning Consultant for the Planning Board,

Now, Therefore, It is Agreed by and between the Township of Willingboro and Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C. as follows:

I. Appointment. Carl E. Hintz, PP, AICP, CLA, ASLA, of Clarke • Caton • Hintz, P.C. is hereby appointed and retained as Planning Consultant for the Township

of Willingboro.

II. Term. The term of this appointment shall commence on April 1, 1966, and shall continue until March 31, 1997, in accordance with the terms of this Agreement.

III. Service. During the term of this Agreement, the Planning Consultant agrees to provide the following services:

1. To provide advice to the Township Council and the Planning Board on the update and revision of the Master Plan and related ordinances to meet the requirements of the Municipal Land Use Law, including the updating of statistical data, a statement of objectives, principles, assumptions, policies and standards, and a specific statement indicating the relationship of the proposed further development of the Township to the master plans of contiguous municipalities, the county master plan and any other plans appropriate for consideration. The Planning Consultant shall prepare a written report with recommendations indicating where the zoning map and the land use plan are not significantly in agreement and recommendations to bring them into agreement and recommendations relating to any land in the Township remaining available for development.
2. To provide advice to the Township Council and the Planning Board on the State Development Plan and the cross-acceptance process relating thereto.
3. To provide advice to the Township Council, the Planning Board and, where required, to the Zoning Board of Adjustment on development applications submitted to the Planning Board and, where appropriate, to the Zoning Board of Adjustment.
4. Such other services as may be requested and authorized by the Township Council, the Planning Board or the Zoning Board of Adjustment.
5. Provide all qualified personnel reasonably required in performing the services required herein. The responsibility for all services, however, shall be that of the Planning Consultant and all personnel provided by him shall be under his supervision and responsibility.

IV. Compensation.

1. During the term of this Agreement, the Planning Consultant shall be

compensated at the rate of \$180.00 for each meeting of the Township Council, Planning Board or Zoning Board of Adjustment that he is required to attend and in accordance with the following rate schedule for all other services:

Principals [Carl E. Hintz]	\$ 100.00 per hour
Court Appearances	120.00 per hour
Associate Planners	85.00 per hour
Designers	65.00 per hour
Draftspersons	45.00 per hour
Technicians	35.00 per hour
Secretarial	No Charge
Reimbursables such as [blueprints, photos, prints, travel, graphic supplies]	at cost

2. The total fee for the update of the Master Plan, including the preparation of a housing element, shall not exceed the sum of \$10,000, notwithstanding the hourly rates authorized by this Agreement..

V. Termination of the Agreement. Either party shall have the right to cancel or terminate this agreement, with or without cause, providing the party desiring to terminate or cancel gives to the other party at least thirty (30) days written notice, which notice shall be given by depositing the notice with the United States Postal Service, addressed to the party to receive notice, by certified mail, return receipt requested, with postage prepaid thereon.

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

VII. Equal Opportunity.

1. In consideration of the execution of this Agreement, the Professional shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Professional shall comply with the *New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.* and all other applicable Federal and New Jersey statutes of a similar nature.
2. The attention of the Professional is particularly drawn to the affirmative action provisions of the *New Jersey Law Against Discrimination* as set forth in *N.J.S.A. 10:5-31* and the applicable

regulations thereunder. The Professional shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

VIII. 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 Professional 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 employee 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.

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)*.

IX. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Planning Consultant and the Township of Willingboro.

X. No Assignment. This Agreement shall not be assigned by the Planning Consultant without the specific written consent of the Township of Willingboro.

XI 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.


XII. 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.

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


In Witness Whereof, this Agreement has been executed by or on behalf of the parties hereto on this 6th day of August 1996, for the purposes and the term specified herein.

Township of Willingboro

Clarke • Caton • Hintz, P.C.

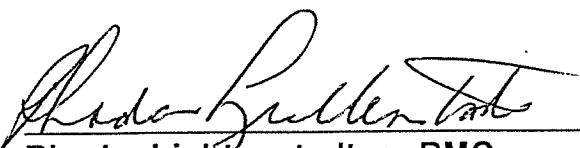


Jeffrey E. Ramsey
Mayor



Carl E. Hintz

Attest:



Rhoda Lichtenstadter, RMC
Township Clerk