

RESOLUTION NO. 1998-1
 A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
 WILLINGBORO PROVIDING FOR TEMPORARY BUDGET
 APPROPRIATIONS FOR 1998.

WHEREAS, the Revised Statute 40A:4-19 provides that temporary appropriations should be made for the purpose and amounts required as hereinafter provided;

WHEREAS, this temporary budget must be adopted prior to January 31, 1997, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 1996 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 1997 budget is the sum of :

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 3rd day of January, 1998, at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of this Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

TEMPORARY BUDGET APPROPRIATIONS FOR 1998

Township Council	SW	7,750
Township Council	OE	3,700
Township Manager	SW	40,500
Township Manager	OE	8,500
Township Clerk	SW	25,500
Township Clerk	OE	5,500
Receptionist/comm	OE	28,400
Finance	SW	45,500
Finance	OE	16,000
Tax Collection	SW	37,000
Tax Collection	OE	1,000
Tax Assessment	SW	22,000
Tax Assessment	OE	5,400
Employee Group Insurance	OE	197,000
Other Insurance	OE	200,000
Legal Services	SW	25,000
Legal Services	OE	34,650
Municipal Court	SW	25,000
Municipal Court	OE	3,900
Planning Board	SW	250
Zoning Board	SW	350
Zoning Board	OE	25,000
Construction Official	SW	15,000
Construction Official	OE	1,500

Uniform Fire Safety Act	SW	9,000
Uniform Fire Safety Act	OE	200
Housing Inspection	SW	47,000
Housing	OE	1,500
Fire Marshall	SW	3,000
Fire Marshall	OE	450
Electric & Plumbing Insp.	SW	24,000
Electric & Plumbing Insp.	OE	27,400
Advisory Board	OE	6,500
Fire Company	SW	45,000
Fire Company	OE	69,000
Emergency Squad	OE	8,750
Emergency Management	OE	1,700
Police	SW	1,350,000
Police	OE	150,000
Public Works Admin.	SW	20,000
Roads and Streets	SW	235,000
Roads and Streets	OE	52,250
Snow Removal	SW	52,250
Snow Removal	OE	35,000
Public Buildings & Grs.	SW	18,000
Public Buildings & Grs.	OE	66,400
Street Lighting	OE	101,000
Refuse Collection	OE	397,000
Recycling	SW	10,000
Recycling	OE	1,600
Township Engineer	OE	4,000
Clinical Services	SW	15,000
Clinical Services	OE	4,900
Public Assistance	SW	13,500*
Public Assistance	OE	2,000
Library	SW	240,000
Library	OE	200,000
Recreation	SW	88,000
Recreation	OE	63,000
Public Events	OE	3,850
Clean Communities	SW	5,000
Clean Communities	OE	2,250
Debt Service	OE	3,262,680
Capital Improvement	OE	150,000
Social Security	OE	<u>150,000</u>
TOTAL OPERATIONS		7,690,180


Page 3

LESS: Debt Service	3,262,680
Capital Improvements	150,000
Public Assistance	<u>15,500</u>
	3,428,180

TOTAL TEMPORARY BUDGET 4,262,000


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 2

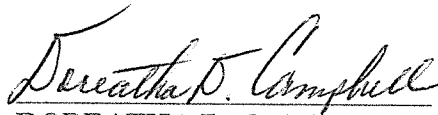
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF SOLICITOR, MUNICIPAL PROSECUTOR/ASSISTANT TOWNSHIP SOLICITOR; SUBSTITUTE PROSECUTOR; PUBLIC DEFENDER; SUBSTITUTE PUBLIC DEFENDER, AUDITOR AND BOND COUNSEL.

WHEREAS, the terms of the Office of the Solicitor, Municipal Prosecutor/Assistant Township Solicitor; Public Defender; Substitute Public Defender; Substitute Prosecutor; Auditor and Bond Counsel have expired; and


WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 3rd of January, 1998, that WILLIAM JOHN KEARNS, JR., is appointed as Township Solicitor, for a two year terms expiring 12-21-99, JOHN E. COLLINS, is appointed as MUNICIPAL PROSECUTOR, pursuant to N.J.S.A.-2B:12-27, and shall also serve as ASSISTANT TOWNSHIP SOLICITOR; CINDI S. COLLINS, is appointed as PUBLIC DEFENDER; MICHAEL A. ARMSTRONG is appointed as SUBSTITUTE PUBLIC DEFENDER; DENISE A. KUESTNER, ESQ., SUBSTITUTE PROSECUTOR; STEPHEN E. RYAN, Acting for Edmund D. Bowman is appointed as TOWNSHIP AUDITOR and EDWARD J. MCMANIMON, III, BOND COUNSEL, for a terms expiring 12/31/98

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance or by agreement.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 3

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH WILLIAM J. KEARNS, JR., JOHN E. COLLINS, ESQ., CINDI S. COLLINS, ESQ., MICHAEL A. ARMSTRONG, ESQ., DENISE A. KUESTNER, ESQ; STEPHEN E. RYAN, and EDWARD McMANIMON III.

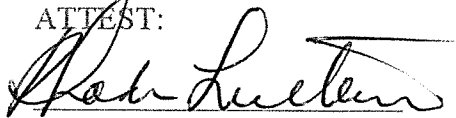
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 3rd day of January, 1998, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:
 - A. WILLIAM J. KEARNS, JR., Township Solicitor
 - B. JOHN E. COLLINS, Muncipal Prosecutor/Asst. Township Solicitor
 - C. CINDI S. COLLINS, Public Defender
 - D. MICHAEL A. ARMSTRONG, Assistant Public Defender
 - E. DENISE A. KUESTNER, Assistant . Prosecutor
 - F. STEPHEN E. RYAN, Acting for Edmund D. Bowman, Auditor
 - G. EDWARD J. MCMANIMON, III - Bond Counsel
2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A: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 printed once in the Burlington County Times.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 4

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF AUTHORIZED DEPOSITORIES, OFFICIAL NEWSPAPERS, MEETING TIMES AND OTHER PROCEDURAL REQUIREMENTS.

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3th day of January, 1998 as follows:

1. New Jersey National/Core States Bank; First Union Bank NA South Jersey; Summit Bank; Farmers & Mechanics; Midlantic National Bank; National Westminster Bank; New Jersey State Cash Management Fund, are designated as depositories for any and all funds of the Township for the calendar year 1998. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.

3. The first Tuesday of each month, at 7:30 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

4. The rate of interest to be charged for the non-payment of taxes or added assessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be either percent (8%) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars (\$1,500), which shall be computed and charged to the principal sum due.

Taxpayers with a delinquency in excess of \$10,000 who fails to pay the delinquency prior to the end of the calendar year, shall be charged a penalty of 6% of the delinquency.

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed.

Resolution No. 1998 - 4 cont'd.

The custodian of such funds shall be Bonnie Chehames, and the fund shall be closed out prior to December 31, 1998, in accordance with existing law.

6. A petty cash fund in the amount of fifty dollars (\$50) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 1998, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 1998, in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 1998, in accordance with existing law.

9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insect permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.

10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

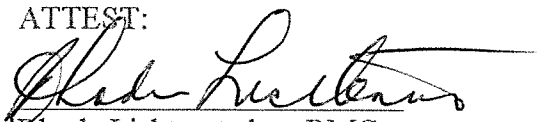
11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation:

EDITH BALDWIN and CARMELA SPYCH and MARIE ANNESE is hereby designated as DEPUTY TOWNSHIP CLERK, to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

BE IT FURTHER RESOLVED, that copies of this Resolution be submitted to appropriate Township officials for their information, attention and compliance.


DOREATHA D. CAMPBELL
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.

January 6, 1998

Dean Witter Trust Company
State of NJ Cash Management Fund
Harborside Financial Center-Plaza Two
Jersey City, New Jersey 07311-3977

Dear Sir/Madam:

Enclosed please find Resolution No. 4-1998 adopted by Willingboro Township Council at the Reorganizational meeting of January 3, 1998.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

Encl.

/eb

c: Summit Bank
First Union Bank/NA South Jersey
Farmer's & Mechanics
Midlantic National Bank
New Jersey National/Core States Bank

RESOLUTION NO. 1998- 5

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS TOWNSHIP BOARDS.

WHEREAS, vacancies exist on various Township Boards and Comissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembleld in Reorganizational session this 3RD day of January, 1998, that the following are appointed to the positions and for the terms designated:

1. CONSTABLES, 1 year term expiring 12/31/98
Frank Cuspilich
2. HERITAGE COMMISSION, 3 year term expiring 12/31/2000
Clyde Zarkos - Jerry Zarkos - Betty Gernant
3. HUMAN RELTIONS COMMISSION - 3 year term expiring 12/31/2000
Marion Pardlo - term exp. 12-31-2000 - Tom Carroll - unexpired term 12-31-99 - Rev. Ladell Mayers - 12-31-2000 - vacancies (2)
4. PLANNING BOARD - 4 year term expiring 12/31/2001
Kenneth Garrett - 12-31-2001 - Shelly Pollon - Alt. 12-31-98
5. PUBLIC COMMUNICATIONS - 2 year term expiring 12/31/99
William Hall - 12-31-99 - (Vacancy)
6. ADVISORY BOARD/SHELTER FOR ABUSED WOMEN - 3 year term ending 12/31/2000
Wilma Stephenson 12-31-2000 - James Campbell - 12-31-2000
Thelma Allen - 12-31-2000 (vacancy)

Page 2.

. 5 -1 1997 Cont'd.

ENVIRONMENTAL COMMISSION - 3 year term expiring 12-31-2000
Martha Hall -12-31-2000 - Stephenie Schrader - 12-31-2000
Marion Huddleston unexpired term 12-31-98

ZONING BOARD OF ADJUSTMENT - 4 year term expiring 12/31/2001
George Deuber - 12-31-2001
Alt. #1 - Robert Griech - 1-3-98 -12-31-99
Alt. #2 - Linda Taylor - 1-3-98 to 12-31-98

TOWNSHIP PHOTOGRAPHER
George Bussey - 12-31-98


SPECIAL EVENTS - One year term
James Gray - 12-31-98

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the above appointees and to the Chairpersons of their respective Boards, for their information and attention.



DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

MAYOR'S APPOINTMENTS -1998

BURLINGTON COUNTY COMMITTEE OF FIFTY (one year)

Mildred Gama 12/31/98

ENVIRONMENTAL COMMISSION

Martha Hall - 12-31-2000

Stephanie Schrader - 12-31-2000

Marion Huddleston - unexpired term to 12-31-98

#1 Alternate - vacancy

#2 Alternate - vacancy

LIBRARY BOARD OF TRUSTEES (5 year term expiring 12/31/2002)

Wilma Stephenson - 12-31-98 to 12-31-2002

YOUTH ACHIEVEMENT COMMITTEE - 1 year term expiring 12/31/98

Thelma Allen - Sandra Solomon - Gigila Moore - Ida Peace - Patricia Toatley

Sherrie Morris - Anne Lubeck - Demetrius Tilley - Lizzie Morris - John E. Collins

MANAGER'S APPOINTMENTS

HUMAN RELATIONS COMMISSION (3 year term)

Ida Peace	12-31-2000
Robert Thwaites	12-31-2000
Sgt. Jose Ortiz	12-31-98
Lt. James Evans (Ad Hoc Member)	12-31-98

ECONOMIC DEVELOPMENT COMMITTEE (2 year Term)

Michael Armstrong	12-31-99
Millie Gama	12-31-99

LOCAL ASSISTANCE BOARD (4 year term)

Sally Alexander - 1-3-98 to 12-31- 2001

SHELTER BOARD

1. Manager to appoint a member of Police Department - Donna Dimitri - 12-31-98

RESOLUTION NO. 1998 - 6

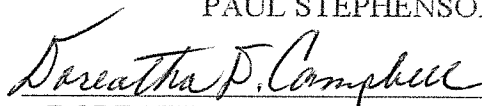
A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF THE TOWNSHIP COUNCIL MEMBERS TO SERVE AS LIAISONS ON TOWNSHIP BOARDS.

WHEREAS, all members of Township Council are ex-officio members of all Township Boards, plus specific liaison members of Boards; and


WHEREAS, Township Council is empowered to appoint its members to various positions on official boards and offices in the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 3rd day of January, 1998, that the following Council members are appointed to the following positions for the year 1998

Class III Member, Planning Board	LAVONNE JOHNSON
Advisory Board, Shelter for Abused Women	JEFFREY RAMSEY
Environmental Commission Liaison	LAVONNE JOHNSON
Heritage Commission Liaison	PAUL STEPHENSON
Human Relations Commission Liaison	LAVONNE JOHNSON
Local Assistance Board Liaison	JAMES AYRER
Public Communications Committee	JAMES AYRER
Youth Achievement Committee	DOREATHA CAMPBELL
N.J. Motion Picture TV Council	PAUL STEPHENSON


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 7

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND
PLACES OF THE TOWNSHIP COUNCIL MEETINGS.

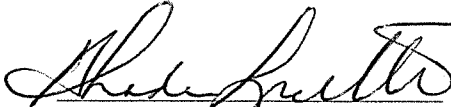
WHEREAS, the Open Public Meetings Act requires Township Council to
adopt a Resolution establishing dates, times and places for their meetings and to give
notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in Reorganizational Session, this 3rd day of
January, 1998, that the Willingboro Township Council shall meet at the Municipal
Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times
set forth on the attached schedule; and

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

COUNCIL MEETINGS - 1998

THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:30 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT, SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL. THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES - 1998(BUDGET - THURSDAY)

JANUARY 3(reorg), 13, 20, (Thur-15), (Thur-22), (Sat. 24), 27, (Thur. 29.)

FEBRUARY 3, (Thur-5), (Thur-12), 17, (Thurs-19th) (Sat. 21st), 24, (Thur-26)

MARCH 3, 17, (Sat. 28th), 31st

APRIL 7, 21, (Sat. 25th), 28

MAY 5, 19, 26 (Sat. 23rd)

JUNE 16th, ~~23rd~~, 30th (Sat. 27th)

JULY 7th, 28th

AUGUST 4th, 25th

SEPTEMBER 1, 15th 29th, (Sat. 26th)

OCTOBER 6, 20, 27, (Sat. 17th)

NOVEMBER 10, 24 (3rd week League of Mun.)

DECEMBER 1, 15, 29

TENTATIVE

1998 HOLIDAY SCHEDULE

1. Thursday, January 1, 1998 - Observance of New Year's Day
2. Monday, January 19, 1998 - Martin Luther King Day
3. Monday, February 16, 1998 - President's Day
4. Friday, April 10, 1998 - Good Friday
5. Monday, May 25, 1998 - Memorial Day
6. Friday, July 3, 1998 - Fourth of July
7. Monday, September 7, 1998 - Labor Day
8. Monday, October 12, 1998 - Columbus Day
9. Wednesday, November 11, 1998 - Veteran's Day
10. Thursday, November 26, 1998 - Thanksgiving Day
11. Friday, November 27, 1998 - Day after Thanksgiving
12. Friday, December 25, 1998 - Christmas Day Observance

1998 OTHER DATES OF INTEREST

- Zon. Bd. Reorg. Wed. Jan. 7th & Planning Bd. Reorg. Monday Jan. 12th
Tuesday, Jan. 6th School Board Referendum Election
Monday, April 10th - First Night of Passover
- Sunday, April 12th - Easter Sunday
- Tuesday, April 21 - School Board Election
- Wednesday, April 15th - Rabies Clinic
- Wednesday, May 13th - Rabies Clinic
- Tuesday, June 2nd - Primary Day
- Sun. Sept. 20th - First night of Rosh Hashana, first day Sept. 21st
Tues. nite Sept. 29th - Yom Kippur begins, Sept. 30th Yom Kippur Day
- Tuesday, November 3rd - Election Day.

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

01-05-98 11:35AM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
30	01-05 11:26AM	MEMORY-S		TO :663-2831	02		0036

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	035:663-2831		GOOD				

township of Willingboro

TELEFAX COVER SHEET

TO: BCT, TRENTON TIMES, COURIER POST
 COMPANY: Phila., INQ
 DATE: 1/5/98
 TO FAX NO. _____

FROM: Rhoda LICHTENSTADTER EXT. 6202

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: W'BORO Twp. Council meeting
DATES: For the 1998
YEAR.

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

01-05-98 11:28AM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
11	01-05 11:24AM	MEMORY-S		TO :BCT (NEWSROOM)	02		0033

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	005:BCT (NEWSROOM)		GOOD				

township of Willingboro

TELEFAX COVER SHEET

TO: BCT, TRENTON TIMES, COURIER POST

COMPANY: Phila., INQ

DATE: 1/5/98

TO FAX NO. _____

FROM: Rhoda LICHTENSTADTER EXT. 6207

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: W'BORO Twp. Council meeting
DATES - For The 1998
YEAR.

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

01-05-98 11:31AM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
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NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	015:779-3221		GOOD				

township of Willingboro

TELEFAX COVER SHEET

TO: BCT, TRENTON TIMES, COURIER POST
 COMPANY: Phila, INQ
 DATE: 1/5/98
 TO FAX NO. _____

FROM: Rhoda Lichtenstater EXT. 6207

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: W'BORO Twp. Council meeting
DATES - For the 1998
YEAR.

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

01-05-98 11:32AM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
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NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	025:267-7146		GOOD				

township of Willingboro

TELEFAX COVER SHEET

TO: BCT, TRENTON TIMES, COURIER POST
 COMPANY: Phila., INQ
 DATE: 1/5/98
 TO FAX NO. _____

FROM: Rhoda LICHTENSTADTER EXT. 6202

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: W'BORO Twp. Council meeting
DATES - For the 1998
YEAR.

RESOLUTION NO. 1998 - 8

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING PROCEDURES ON THE FILING, DEFENSE AND SETTLEMENT OF TAX APPEALS.

WHEREAS, statutory provision exists for review and correction of errors prior to certification of an assessment list; and

WHEREAS, provisions also allow for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, responsibility for maintenance of the assessment list rests with the local assessor subject to applicable laws and regulations; and

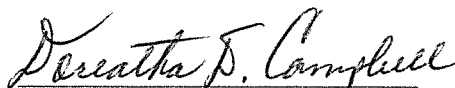
WHEREAS, there are other appeals that may be filed with the Burlington County Board of Taxation or the New Jersey Tax Court on behalf of the Township of Willingboro or in which the Township of Willingboro has an interest;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 3rd day of January, 1998, that the Willingboro Township Assessor, in fulfillment of her duties and the requirements of her office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

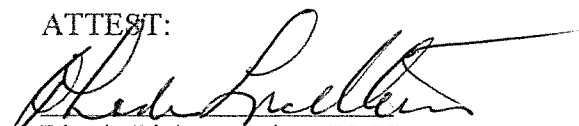
BE IT FURTHER RESOLVED, that the Assessor and the Solicitor of the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and they are each authorized to execute stipulations or settlements on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution accompany any appeal filed by the Assessor with the Burlington County Board of Taxation; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the Assessor and the solicitor of the Township of Willingboro and to the Burlington County Board of Taxation for their information and attention.


DOREATHA D. CAMPBELL
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.

January 7, 1998

John L. Aloï, County Tax Administrator
County Board of Taxation
Courts Facility
Mt. Holly, New Jersey 08060

Dear Sir:

Enclosed please find a copy of Res. No. 1998 - 8 adopted by Willingboro Township Council establishing procedures on the filing, defense and settlement of tax appeals.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

rl
Enc.

RESOLUTION NO. 1998 - 9

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO APPOINTING A COMMISSIONER AND ALTERNATE COMMISSIONER WITH REGARD TO THE MUNICIPAL JOINT INSURANCE FUND.

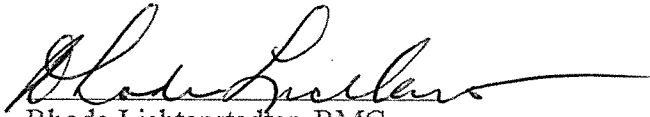
WHEREAS, Willingboro Township is a member of the Professional Municipal Management Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, N.J.S.A. 40:10-36 et seq. provides for the appointment and term of an Insurance Fund Commissioner:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 3rd day of January, 1998, that Norton N. Bonaparte, Jr. is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro for a term expiring December 31, 1998, and Denise Rose is hereby appointed as the alternate Insurance Fund Commissioner for a term expiring December 31, 1998, to represent the Township of Willingboro whenever Norton N. Bonaparte, Jr. is unable to attend a meeting.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998- 10

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF THE SCHEDULE OF PROFESSIONAL REVIEW FEES.

WHEREAS, Willingboro Township Council on May 20, 1974, did adopt Resolution No. 51, which established a schedule for professional fees in accordance with Section 20-5.5(d) of the Revised General Ordinances of the Township of Willingboro; and

WHEREAS, Willingboro Township Council on March 21, 1977, did adopt Resolution No. 33, which established a schedule for professional review for the Planning Board and Zoning Board of Adjustment; and

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 1998:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 3rd day of January, 1998, that the following fee schedule is hereby established for professional fees:

Principal Engineer	-----	\$110/hr.
Associate Engineer	-----	95/hr
Professional Engineer	-----	87/hr
Project Engineer	-----	83/hr
Engineer/technician	-----	62/hr
Project Coordinator	-----	50/hr
Survey Coordinator	-----	84/hr
Survey Analyst	-----	42/hr
Party Chief	-----	60/hr
Transitman	-----	44/hr
Rodman	-----	28/hr
Environmental Scientist	-----	78/hr
Environmental Technician	-----	50/hr
Sanitarian	-----	58/hr
Sanitarian Technician	-----	27/hr
Chief Drafter	-----	67/hr
CAD Drafter	-----	65/hr
Drafter	-----	49/hr
GIS/Mapping Specialist	-----	66/hr
Planner	-----	62/hr
Cert. Landscape Architect	-----	68/hr
Landscape Architect	-----	45/hr
Recreational Designer	-----	41/hr
Technical Aide	-----	20/hr
Chief Inspector	-----	69/hr
Project Inspector	-----	64/hr
Inspector	-----	48/hr
Mileage	-----	0.30/mile

BE IT FURTHER RESOLVED, that all applicants before the Planning Board and Zoning Board of Adjustment be provided with copies of this Resolution; and


Page 2

RESOLUTION NO. 10 - 1998cont'd.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Planning Board, Zoning Board of Adjustment and any other municipal authorities for their information, attention and compliance.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

**LORD, ANDERSON, WORRELL & BARNETT, INC.
1998 SCHEDULE OF HOURLY FEES**

TITLE	HOURLY FEE
Principal	\$110.00
Associate Principal	95.00
Professional Engineer	87.00
Project Engineer	83.00
Engineer/Technician	62.00
Project Coordinator	50.00
Survey Coordinator	84.00
Survey Analyst	42.00
Party Chief	60.00
Transitman	44.00
Rodman	28.00
Environmental Scientist	78.00
Environmental Technician	50.00
Sanitarian	58.00
Sanitarian Technician	27.00
Chief Drafter	67.00
CAD Drafter	65.00
Drafter	49.00
GIS/Mapping Specialist	66.00
Planner	62.00
Certified Landscape Architect	68.00
Landscape Architect	45.00
Recreational Designer	41.00
Technical Aide	20.00
Chief Inspector	69.00
Project Inspector	64.00
Inspector	48.00
Meeting Attendance (Per Meeting)	100.00
Mileage (Per Mile)	0.30

Fees for administrative services (secretarial, accounting, etc.) are included in the above rates.

RESOLUTION NO. 11 - 1998

A RESOLUTION REQUIRING THE ADOPTION OF
A CASH MANAGEMENT PLAN .

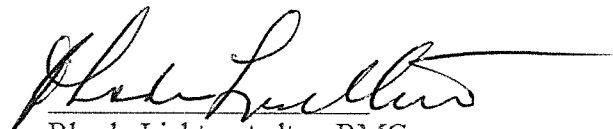
WHEREAS, N.J.S.A. 40A:5-14 requires that Municipalities adopt a
Cash Management Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in reorganizational session this 3rd day of
January, 1998, that the Township Council has entered into a Cash Management Plan, as
per the attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

**CASH MANAGEMENT PLAN OF THE TOWNSHIP OF WILLINGBORO
IN THE COUNTY OF BURLINGTON, NEW JERSEY**

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township:

Current Account, Capital Account, Trust Other Account, Tax Redemption Trust Account, Payroll Account, Agency Account and Public Assistance Account.

- B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township, specifically:

N/A

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Township is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORYES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which, are not otherwise invested in Permitted Investments as provided for in this Plan:

Summit Bank, First Union Bank, Farmers and Mechanics, New Jersey Cash Management Fund, Andrews Federal Credit Union.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the Township referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and

- (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940, 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940, 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows: None.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the or by a third party custodian prior to or upon the release of the Is funds.

To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

VIII. REPORTING REOUIREMENTS.

On the first Council meeting of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Township a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, to December 31, 1998. Attached to this Plan is a resolution of the governing body of the Township approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to

supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

1

RESOLUTION NO. 1998 - 12
A RESOLUTION PERMITTING THE AUTHORIZATION OF
PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

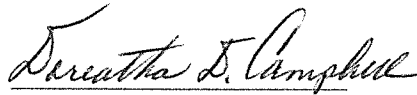
WHEREAS, the provisions of N.J.S.A. 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment of advances to officers and employees of the local unit toward their expenses for authorized official travel; and

WHEREAS, any such resolution shall provide for the verification and adjustment of such expenses and advances and the repayment of any excess advanced, by means of a detailed bill of items or demand; and

WHEREAS, the Willingboro Township travel expense report, certified by the Department Head and approved by the Township Manager, shall be submitted within (10) days after the completion of the travel for which an advance was made;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 3rd day of January, 1998, that this resolution covers all such expenditures from the 1997 budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Township Department Heads and the Township Finance Director for their information and compliance.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter RMC
Township Clerk

RESOLUTION NO. 1998-13
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 reorganizational session this 3rd day of January, 1998, 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.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Jaw

BENZINA MALONEY 36 PINETREE LANE BLOCK 323 LOT 34 36 PINETREE LANE DISABLE DEDUCTION	250.00
HAROLD WEIGLE 10 PATRIOT LANE BLOCK 332 LOT 3 10 PATRIOT LANE VETERAN DEDUCTION	50.00
EDITH M. WEISS 21 BEECHNUT LANE BLOCK 18 LOT 3.05 21 BEECHNUT LANE SENIOR CITIZEN DEDUCTION	250.00
JOHN SIMMONS 45 CLUB HOUSE DRIVE BLOCK 408 LOT 24 45 CLUB HOUSE DRIVE VETERAN DEDUCTION	50.00
KIKUE FRANCE 46 BALLAD LANE BLOCK 235 LOT 14 46 BALLAD LANE SENIOR CITIZEN DEDUCTION	249.90
ROSEMARIE WOLAN 34 NORWICK LANE BLOCK 1009 LOT 51 34 NORWICK LANE SENIOR CITIZEN DEDUCTION	250.00
RONALD & LINDA MCDONALD 49 BENDIX LANE BLOCK 224 LOT 19 49 BENDIX LANE OVERPAYMENT TAXES	685.35

SOURCE ONE MTG. 27555 FARMINGTON ROAD FARMINGTON HILLS, MI. 48334-3357 BLOCK 421 LOT 17 255 CLUB HOUSE DRIVE OVERPAYMENT TAXES	1009.45
STEPHEN J. MCCOY 21 PARSON LANE BLOCK 325 LOT 24 21 PARSON LANE VETERAN DEDUCTION	50.00
FIRST UNION MTG. PO BOX 900001 RALEIGH, N.C. 27690-7550 BLOCK 737 LOT 23 170 GLENVIEW LANE OVERPAYMENT TAXES	145.33
TRANSAMERICA REAL ESTATE TAX SERVICE 172 EAB PLAZA W. TOWER 15 FLR. UNIONDALE NEW YORK 11556-0172 BLOCK 611 LOT 9 28 HEPBURN LANE 100% EXEMPT	1359.56
COUNTRYWIDE HOME LOANS PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 320 LOT 1 6 PINETREE LANE OVERPAYMENT TAXES	495.94

VIVIAN J. BROWN 250.00
10 GAFFNEY LANE
BLOCK 702
LOT 27
10 GAFFNEY LANE
SENIOR CITIZENS DEDUCTION

CARLTON HAMILTON 250.00
1 HARWICK LANE
BLOCK 642
LOT 16
1 HARWICK LANE
SENIOR CITIZEN DEDUCTION

JAMES C. BROWN, SR. 50.00
55 ELDERBERRY LANE
BLOCK 838
LOT 3
55 ELDERBERRY LANE
VETERAN DEDUCTION

BREEN CAPITAL GROUP 4266.65
101 FARNSWORTH AVENUE
BORDENTOWN, NEW JERSEY 08505
BLOCK 818
LOT 71
66 EAST STOKES ROAD
OVERPAYMENT TAXES

RESOLUTION NO. 1998 - 14

A RESOLUTION AWARDING PRINTING BID FOR
1998

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 1998 Printing Bid; and

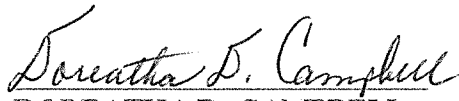
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of HALPRINT, MGL, HERMITAGE AND JORDAN'S MINUTE PRESS; 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 13th day of January, 1998 that the bid be accepted as per the attached bid return sheet; and

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Page 2

Schedule of award of printing bid December 22, 1997

HALPRINT

3,4,5,11,19,20,22,25,26,27,28,29,30,36,37,39,41,42,54,70,71,72,74,75,80,81,84,85,87,9
6,97,98,99,100,101,103,105,107,110,111,112,116.

MGL

17, 18, 24,35,77,78,79.

HERMITAGE

120

JORDAN'S MINUTE PRESS

1,2,6,7,8,9,10,12,13,14,15,16,21,23,31,32,33,34,38,40,43,44,45,46,47,48,49,50,51,52,53
,55,56,57,58,59,60,61,62,62,63,64,65,66,67,68,69,76,82,83,86,88,89,90,91,92,93,94,95,
102,106,108,109,117,118.

NO BID

73, 104,113,114,115,119,121.

Halprint, Incorporated
825 Route 38
Mt. Holly, New Jersey 08060
261-1120 FAX 261-2625

MGL Forms - Systems
17 Commerce Street
Chatham, N. J. 07928
973-635-6073 FAX 973-635-4549

Hermitage Press, Inc.
1595 Fifth Street
Trenton, New Jersey 08638
882-3600 FAX 882-1137 - Terry Flynn

Jordan's Minute Press
7300 Industrial Center
Bldg. #11 7300 N. Crescent Blvd.
Pennsauken, N.J. 08110
663-1001 FAX 663-2869
Frank or Michael Jordan

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

Printing Bid - 1998 -
HOLPRINT, - MCL, - Hermitage, - JORDANS -

The money necessary to fund said contract is in the amount of \$ *Pending Budget 1998* and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number _____ . These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

Halpant

3, 4, 5, 11, 19, 20, 22, 25, 26, 27, 28, 29, 30, 36, 37, 39,
41, 42, 54, 70, 71, 72, 74, 75, ~~76~~ 80, 81, 84, 85, 87,
96, 97, 98, 99, 100, 101, 103, 105, 107, 110, 111, 112, 116,

m/L

16, 18, 24, 35, 77, 78, 79,

Hermitage-1

720

Jordan!

1, 2, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 21, 23, 31, 32, 33, 34, 38,
40, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56,
57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 76, 82,
83, 86, 88, 89, 90, 91, 92, 93, 94, 95, 102, 106, 108, 109,
117, 118

N/B

73, 104, 113, 114, 115, 119, 121

1997-98 PRINTING BID - MONDAY, DECEMBER 22, 1997 - 10:30 AM
 8 BIDS WERE SENT OUT - 4 BIDS RECEIVED - NO BIDDERS PRESENT AT OPENING
 BIDS OPENED BY EDITH BALDWIN AND MARIE ANNESE, TOWNSHIP CLERK'S OFFICE

Sheela

BID RETURN

HALPRINT, INC.

M.G.L.

HERITAGE

JORDAN'S

GENERAL ITEMS:	APPROXIMATE QUANTITIES	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000
		BID PRICE	BID PRICE	BID PRICE	BID PRICE
1. Business Cards (General - All Depts.)	1,000	\$39.95/M	\$ N/B	\$ N/B	\$ 36.00
2. Business Cards //(Gold Seal - Dept. Heads)	1,000	50.00/M	N/B	N/B	40.00
3. Letterhead 8 1/2 X 11 (w/names)	12,000	54.95/M	N/B	57.50/M	59.56/M
4. Letterhead 8 1/2 X 11 - first page (no names)	5,000	58.00/M	N/B	N/B	59.56/M
5. Letterhead (2nd Sheet 8 1/2 X 11)	5,000	17.50/M	N/B	N/B	29.33/M
6. Memo Pads 5 1/2 X 8 1/2 (50 to pad)	1,000 (pads)	N/B	N/B	N/B	480.89/L
7. Envelope #10 (Cream/Cambrie Writing)	40,000	N/B	N/B	67.00/M	64.50/M
8. Window Envelope / Do Not Forward #10	40,000	N/B	N/B	29.00/M	28.00/M
BID GUARANTEE		X	X	X	X
DISCLOSURE STATEMENT		X	X	X	X
NON-CONCLUSION AFFIDAVIT		X	X	X	X
BID CERTIFICATION		X	X	X	X

GENERAL ITEMS cont'd.

APPROXIMATE QUANTITIES

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

PER 100 OR 1000 BID PRICE

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9. Window Envelope #10 (General)

10,000

\$ N/B

\$ N/B

\$ 33.00/M

\$ 31.65/M

10. Envelope #10 (White)

30,000

N/B

N/B

29.50/M

24.90/M

11. Employment Application - 2 sided copy

2,000

38.95/M

N/B

N/B

41.45/M

12. Employment Status Form, 3 color, NCR

1,000

N/B

N/B

N/B

108.00

13. Map of Willingboro, 2 sided, 22 1/2 X 17 1/2

3,000

N/B

N/B

179.00/M

156.00/M

14. Employee Identification Card (Blk & Wh) (Heavy Card Stock)

500

N/B

N/B

N/B

42.50

15. Self-Adhesive Mailing Label

2,000

N/B

N/B

N/B

79.00/M

TOWNSHIP CLERK'S OFFICE:

16. Solicitor/Peddler Licenses

100

N/B

N/B

N/B

26.00

17. Application for Raffle License

500

N/B

99.00/500

N/B

273.36

18. Application for Bingo License

500

N/B

99.00/500

N/B

273.36

19. Findings and Determinations

500

34.00/L

99.00/500

N/B

273.36

20. Licenses for Bingo & Raffle

500

34.00/L

99.00/500

N/B

273.36

- TOWNSHIP CLERK'S OFFICE cont'd.
21. Municipal Improvement Searches
Numbered, 2 part, NCR
 22. Certificate (buff & bl w/township seal)
 23. Dog Licenses, 3 color, 3 part, NCR
Numbered & Perforated 3 parts per page
 24. Dog Tags & Links
 25. Dog Info Hangers for Dog Census
 26. Dog Information Brochure
 27. Oath of Office
 28. Certificate of Marriage
 29. Proclamation Forms
 30. Taxi Operator - Green Card
 31. Taxi Cab - Vehicle Inspection Card
 32. Taxi Cab License,
Numbered books of 50,
bound & perforated at stub

2 (Bks)

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
21. Municipal Improvement Searches Numbered, 2 part, NCR	1,000	\$ N/B	\$ N/B	\$ N/B	\$ 130.00	
22. Certificate (buff & bl w/township seal)	500	46.50/L	N/B	N/B	60.00	
23. Dog Licenses, 3 color, 3 part, NCR Numbered & Perforated 3 parts per page	5,000	N/B	395.00/L	N/B	75.00/M	
24. Dog Tags & Links	5,000	N/B	149.00/1000	N/B	N/B	
25. Dog Info Hangers for Dog Census	10,000	31.75/M	N/B	N/B	36.85/M	
26. Dog Information Brochure	5,000	43.00/M	N/B	45.00/M	50.00/M	
27. Oath of Office	500	43.95/L	45.00/L	N/B	48.00	
28. Certificate of Marriage	100	94.25/L	N/B	N/B	N/B	
29. Proclamation Forms	200	43.25/L	N/B	N/B	N/B	
30. Taxi Operator - Green Card	500	58.95/L	N/B	N/B	80.00	
31. Taxi Cab - Vehicle Inspection Card	500	N/B	N/B	N/B	80.00	
32. Taxi Cab License, Numbered books of 50, bound & perforated at stub		N/B	N/B	N/B	150.00/Lot	

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TOWNSHIP CLERK'S OFFICE cont'd.

APPROXIMATE QUANTITIES

PER 100 OR 1000
BID PRICE

PER 100 OR 1000
BID PRICE

PER 100 OR 1000
BID PRICE

PER 100 OR 100
BID PRICE

33. Food Establishment License,
Numbered books of 50,
bound & perforated at stub

2 (Bks)

\$ N/B

\$195.00/L

\$ N/B

\$150.00/Lot

34. Vending License, 14 1/2 X 5 1/2,
Numbered books of 50,
bound & perforated at stub

2 (Bks)

N/B

195.00/L

N/B

150.00/Lot

35. Minute Paper, 8 1/2 X 11
White- 3 Rectangle Shaped Holes

500

N/B

75.00/L

N/B

N/B

FINANCE DEPARTMENT:

36. Birth Registration Certificates 8 1/2 X 11

3,000

48.95/M

N/B

N/B

54.00/M

37. Marriage Registration Certificates

300

44.55/L

N/B

N/B

45.00/Lot

38. 6 X 9 Envelopes for Certificates

1,500

N/B

N/B

N/B

47.50/M

39. Birth Certificate 8 1/2 X 5 1/2

4,000

49.00/M

N/B

N/B

50.00/M

LOCAL ASSISTANCE:

40. Pharmaceutical I.D. Card

250

N/B

N/B

N/B

80.00/Lot

41. GA-1 (Appl./Affidavit for General Assistance)

10 (Pads)

108.00/L

N/B

N/B

143.50/Lot

INSPECTIONS DEPARTMENT:

APPROXIMATE QUANTITIES

- 42. Notice of Violation & Order/Order of Penalty 500
- 43. Certificate of House Code Compliance Numbered /3 color/ 3 page NCR 750
- 44. Trash Ticket - 4" X 11"/Red paper 1,000
- 45. Inspection Dept. Receipt, 3 pg./NCR, Numbered 250
- 46. Trash Notice, 2 sided 1,000
- 47. Landscape Notice, 2 sided 1,000
- 48. Home Repair Notice, 2 sided 1,000
- 49. Paint Notice, 2 sided 1,000
- 50. Repair Notice, 2 sided 1,000
- 51. Fence Notice, 2 sided 1,000
- 52. Fence Permit, 2 pg NCR, Numbered 500
- 53. Uniform Inspection Report, 3 pg/color/NCR 1,000

	<u>HALPRINT, INC.</u>	<u>M.G.L.</u>	<u>HERMITAGE</u>	<u>JORDAN'S</u>	
	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
	<u>\$86.15/L</u>	\$ N/B	\$ N/B	<u>\$ 95.00/Lot</u>	
	123.85/L	N/B	N/B	120.00/Lot	
	N/B	N/B	N/B	95.00/Lot	
	N/B	N/B	N/B	75.00/Lot	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	72.00	
	N/B	N/B	N/B	90.00/Lot	
	N/B	N/B	N/B	142.50	

INSPECTIONS DEPARTMENT: cont'd.

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
54. Cross File Cards	3,000	<u>\$ 24.00/M</u>	\$ N/B	\$ N/B	\$ 26.00/M	
55. Artisan License	200	N/B	N/B	N/B	<u>45.00/Lot</u>	
56. Door Knob Notice	500	N/B	N/B	N/B	<u>45.00/Lot</u>	
57. Grass Door Knob Notice	2,000	N/B	N/B	N/B	<u>75.00/M</u>	
58. Invoice for Grass Cutting 3 pg/color/NCR, Numbered	1,000	N/B	N/B	N/B	<u>175.00/Lot</u>	
59. Sign Permit, 2 pg/NCR, Numbered	200	N/B	N/B	N/B	<u>58.00/Lot</u>	
60. Building Dept. Permit Notice	500	N/B	N/B	N/B	<u>42.00/Lot</u>	
61. Zoning Permit, 3pg/NCR/Numbered	200	N/B	N/B	N/B	<u>75.00/Lot</u>	
62. Certificate of Rental Inspection, 2pg/NCR	1,000	N/B	N/B	N/B	<u>95.00/M</u>	
63. Swimming Pool Permit 3pg/NCR	1,000	N/B	N/B	N/B	<u>142.00/M</u>	
64. Grass Notice, 2pg/NCR (25 to a pad)	40 (Pads)	N/B	N/B	N/B	<u>144.00</u>	
65. Grass Letter to Mortgage Co., 2pg/NCR	200	N/B	N/B	N/B	<u>40.00/Lot</u>	
66. Grass Letter to Homeowner, 2pg/NCR	100	N/B	N/B	N/B	<u>28.50/Lot</u>	

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INSPECTIONS DEPARTMENT: cont'd.

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
67. No Smoking Sign	100	\$ N/B	\$ N/B	\$ N/B	\$ 50.00/Lot	PER 100 100 BID PRICE
68. Annual Bill, 3pg/NCR, Numbered	500	N/B	N/B	N/B	110.00/Lot	
69. Notice of Property Maintenance Order 8 1/2 X 11 White & Red (Sample)	300	N/B	N/B	N/B	120.00	
70. Thank You Notices & Envelopes	500	174.00/L	N/B	N/B	175.00	
71. Building Occupancy Sign	200	30.00/L	N/B	N/B	175.00	
72. Grass Notice - Post Card	500	27.25/L	N/B	N/B	35.00/Lot	
73. Fire Inspection Receipt	250	N/B	N/B	N/B	N/B	

MUNICIPAL COURT:

74. Notice to Appear, 5pg/color/NCR	2,000	195.00/M	N/B	N/B	285.00/M	
75. Subpoena to Testify, 3pg/color/NCR	1,000	93.95/M	N/B	N/B	118.84	
76. Order Payment of Fines, (Criminal) 2pg/color/NCR	1,000	N/B	N/B	N/B	105.00	
77. Non-Indictable Summons, 25 per book	200 (Bks)	N/B	N/B	N/B	1,550.00/L	

MUNICIPAL COURT: cont'd.

	APPROXIMATE QUANTITIES	PER 100 OR 1000			
		BID PRICE	BID PRICE	BID PRICE	BID PRICE
78. Traffic Summons, 10 per book	500 (Bks)	\$ N/B	\$1,550.00/L	\$ N/B	\$ N/B
79. Receipt Books, 3pg/color/NCR, 25 per book	200 (Bks)	N/B	4.75/Bk	N/B	N/B
✓ 80. Notice to Officer, 3pg/color/NCR	1,000	94.50/M	N/B	N/B	118.00
81. Recognizance - Bail	1,000	47.05/M	N/B	N/B	66.35
82. Affidavit of Income & Assets, 2pg/NCR	1,000	N/B	N/B	N/B	66.35
83. Order-Payment of Fines & Costs (Traffic) 2 pg /2 color NCR	1,000	N/B	N/B	N/B	98.00
84. Affidavit of Defense - Traffic	1,000	46.25/M	N/B	N/B	58.44
85. Court Letterhead (Erasable Bond)	1,000	64.95/M	N/B	N/B	75.00
86. Notice in Lieu of Complaint, 3 pg/color/NCR	1,000	N/B	N/B	N/B	128.84
87. Municipal Court Procedures, 2 sided	1,000	55.00/M	N/B	N/B	72.50
89. Intoxicated Driver Penalty Provisions 4 pg/color, NCR	1,000	N/B	N/B	N/B	166.28
90. Notice to Defendant following Conviction 2 pg/color, NCR	1,000	N/B	N/B	N/B	102.75

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MUNICIPAL COURT: cont'd.

APPROXIMATE QUANTITIES	PER 100 OR 1000		PER 100 OR 1000		PER 100 OR 1000		PER 100 1000
	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
91. Commitment, 3 pg/color/NCR	1,000	\$ N/B	\$ N/B	\$ N/B	\$ N/B	\$128.90	

RECREATION/PUBLIC WORKS DEPARTMENT:

92. Program Registration Form NCR-Numbered 150 Per Pad	10 (pads)	N/B	N/B	N/B	N/B	110.00/Lot	
93. Surrey Bus Pass, NCR, Numbered	500	N/B	N/B	N/B	N/B	70.00/Lot	
94. Surrey Reservation Log, Page 1 50 NCR sets	10 (pads)	N/B	N/B	N/B	N/B	102.00/Lot	
95. Surrey Reservation Log, Page 2 50 NCR sets	10 (pads)	N/B	N/B	N/B	N/B	102.00/Lot	
96. Stationary-Business Cards Cream/Buf/Heavy Stock	500	(Per Name) 41.95	N/B	N/B	N/B	42.00	
97. Stationary-Envelopes (Cream/Buf) Certificate Bond Paper	5,000	104.95/M	N/B	N/B	N/B	105.00	
98. Stationary-Cream/Buf/ 8 1/2" X 11" Certificate Bond - 3 color	5,000	87.15/M	N/B	N/B	N/B	87.20/M	
99. Stationary-Second Sheet - Certificate Bond Cream/Buf 8 1/2" X 11" - 2 color	5,000	78.95/M	N/B	N/B	N/B	87.20/M	

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RECREATION/PUBLIC WORKS DEPT. cont'd.

	<u>APPROXIMATE QUANTITIES</u>	<u>PER 100 OR 1000 PER 100 OR 1000 BID PRICE</u>	<u>BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>
100. Stationary-Cream/Buf 8 1/2" X 11" (20 lb. Premium Grade Copy Paper)	5,000	\$ 75.05/M	\$ N/B	\$ N/B	\$ 97.50/M
101. Stationary - Second Sheet - Cream/Buf 8 1/2" X 11" (20lb Premium Grade Copy)	5,000	45.05/M	N/B	N/B	87.50
102. Door Hanger - White (Heavy Stock) Darkgreen 11' X 4 1/2"	6,000	60.00/M	N/B	N/B	52.00/M

POLICE DEPARTMENT:

103. Incident Report/2 sided	10,000	33.25/M	N/B	N/B	36.00/M
104. Polaroid ID File Sticker	2,000	N/B	N/B	N/B	N/B
105. Miranda Warning	2,000	27.50/M	N/B	N/B	28.00/M
106. Vehicle Repair Tag	3,000	N/B	N/B	N/B	85.00/M
107. Tow Sticker	2,000	118.00/M	N/B	N/B	192.60
108. Certification of Registration 2 sided (perforated in thirds)	500	N/B	N/B	N/B	115.00/Lot
109. Juvenile Complaint Report 4 part NCR (perforated at top)	1,000	N/B	N/B	N/B	170.00

NB

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JORDAN'S

POLICE DEPARTMENT, cont'd.

	<u>APPROXIMATE QUANTITIES</u>	<u>PER 100 OR 1000 BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>	<u>PER 100 OR 1000 BID PRICE</u>
110. Crime Watch Letterhead 2 sided	2,000	\$ 71.70/M	\$ N/B	\$ N/B	\$ 95.00/M	
111. Calibration Certification	1,000	N/B	N/B	N/B	105.00/M	
112. Burglary Prevention Guide (Home)	1,000	N/B	N/B	N/B	125.00	
*113. Operation Identification (Home)	200	N/B	N/B	N/B	N/B	
*114. Operation Identification (Vehicle)	200	N/B	N/B	N/B	N/B	
*115. Warning Notice, 2 pg/color NCR Numbered in pads of 50	100 (pads)	N/B	N/B	N/B	N/B	
116. Curfew Ordinance Violation Custody Card 3 pg/color NCR	500	87.50/L	N/B	N/B	N/B	
117. Uniform Arrest Report 4 pg/color NCR (Perforated tops)	5,000	N/B	N/B	N/B	170.00/M	
118. Neighborhood Watch Brochure	1,000	75.25/M	N/B	N/B	105.00	
*119. Violation Notice - 3 page/2 color with carbons 20 sets per pad (Last page is the hard copy)	1,000	N/B	N/B	N/B	N/B	

GENERAL ITEMS:

120. Willingboro Newsletter
As per the attached sample

N/B
* 121. Personnel Policies
Spiral type with plastic rib on left side
White/Bond with Black Ink - 8 1/2" x 11"
Township Seal on front page
Front & Back page cover - heavier paper
Pale Blue with White Rib

Appropriate
Quantity

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

52,000

\$ N/B

\$ N/B

\$ N/B

8 pg. \$2,800/M
4 pg. 1,758/M

350

N/B

N/B

N/B

N/B

* \$12.00 Per
halftone

* \$2,448.00/Issue
4 Issues/
Total \$9,792.00

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AN ADDENDUM: Item No. 88 was omitted in error

Appropriate
Quantity

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

Per 100 OR 1000
Bid Price

Per 100 OR
Bid Price

SS. Resinding Order

NR
3000/3 Page

1,000

N/B

N/B

N/B

\$118.84

Per 100 OR
Bid Price

RESOLUTION NO. 15 - 1998

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

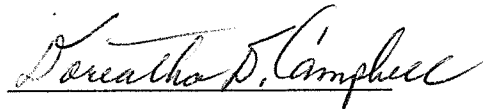
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 January 13, , 1998, that an Executive Session closed to the public shall be held on January 13, 1998, at 7:50 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. 1998 - 16

A RESOLUTION OF THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WILLINGBORO ESTABLISHING
CERTAIN FEES.

WHEREAS, it is necessary that certain fees be established by the Township of
Willingboro,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 13th day of January, 1998,
that the following fees are hereby established.


Housing Inspections includes one re-inspection	\$85.00
Housing Re-Inspection	\$30.00
Returned Check charge in addition to any bank charges	\$15.00

and

BE IT FURTHER RESOLVED, that a certified copy of this resolution
shall be provided to the Chief Financial Officer and to the Director of the Department of
Inspections for their information and attention.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 17

AWARD OF BID - PUBLIC WORKS - STREET
SWEEPER.

WHEREAS, the Township Council of the Township of Willingboro has requested bids be submitted for a STREET SWEEPER; 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 H.A. DEHART, Thorofare, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council, of the Township of Willingboro, assembled in public session this 20th day of January, 1998, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

DOREATHA D. CAMPBELL
MAYOR

ATTEST:

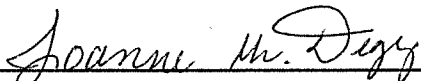
Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

H.A. DEHART & SON STREET SWEEPER

The money necessary to fund said contract is in the amount of \$ 116,889.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number ^{04-0296 APW} 04-0297-A2. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

WILLINGBORO RECREATION DEPARTMENT

To Council for Award
[Signature]

December 29, 1997

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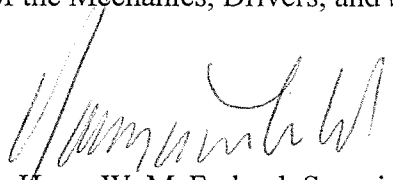
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TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. MCFARLAND
SUBJECT: RECOMMENDATION FOR AWARD OF SWEEPER BID

I have reviewed the bid material submitted by H. A. Dehart & Son, and recommend the sweeper award in the amount of \$116,889.00

I would like to bring to your attention that this machine is quite different from the three-wheel unit we have used in the past. This is a four-wheel sweeper with a greater capacity. We will have a greater over-the-road speed and will make less trips to dispose of the collected materials.

Our Department has researched many types, has seen many demonstrations, and it was the unanimous decision of the Mechanics, Drivers, and Supervisors that this unit be selected.



Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/pm
C: Rhoda Lichtenstadter

John F. Kennedy Building 429 J. F. Kennedy Way Willingboro, NJ 08046

Phone: 609-871-5700

Fax: 609-871-6990

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BID OPENING - STREET SWEEPER

BIDS OPENED BY: Rhoda Lichtenstadter, Township Clerk

PRESENT: Harry McFarland, Jim Foussadier, and a rep. from H.A. Dehart

DECEMBER 22, 1997 - 10:30 a.m.

H.A.DEHART

- 1. Bid Guarantee _____ X _____
- 2. Certificate of Cons. of Surety _____ X _____
- 3. Disclosure Statement _____ X _____
- 4. Non-collusion Affidavit _____ X _____
- 5. Affirmative Action _____ X _____
- 6. Any other documents required. _____
- 7. BID PRICE: \$\$116,889.00

ALL NECESSARY DOCUMENTS WERE PROVIDED

EXCEPTIONS: NONE

RESOLUTION NO. 1998 - 18

A RESOLUTION APPROVING THE BYLAWS OF THE
MUNICIPAL EXCESS LIABILITY JOINT INSURANCE
FUND.

WHEREAS, the Township of Willingboro is a member of the Municipal
Excess Liability Joint Insurance Fund, hereinafter the "MEL" and;

WHEREAS, recent changes in the state regulations require the MEL's bylaws
to be revised; and

WHEREAS, after a public hearing conducted on November 19, 1997, the
Executive Committee of the MEL recommended revised by laws to the membership;
and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 20th day of January, 1998,
that the revised bylaws are hereby ratified.


DOREATHA D. CAMPBELL
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.

January 14, 1998

Mr. David Grubb
Executive Director
Municipal Excess Liability Joint Insurance Fund
Park 80 West, Plaza One
Saddle Brook, New Jersey 07663

Dear Mr. Grubb:

Enclosed please find a copy of Resolution No. 18-1998 adopted at the Willingboro Township Council meeting of January 20, 1998 approving the bylaws of the Municipal Excess Liability Joint Insurance Fund.

Sincerely,


Rhoda Lichtenstadter, RMC
Township Clerk

Enclosure

/eb

**APPROVING THE BYLAWS
OF THE
MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND**

WHEREAS, The (borough, township, etc.) of (municipal name) is a member of the Municipal Excess Liability Joint Insurance Fund, hereinafter the "MEL" and;

WHEREAS, Recent changes in the state regulations require the MEL's bylaws to be revised; and

WHEREAS, After a public hearing conducted on November 19, 1997 the Executive Committee of the MEL recommend revised bylaws to the membership; and

WHEREAS, these revised bylaws must be ratified by at least three fourths of the members before they can become effective.

NOW, THEREFORE BE IT RESOLVED, by the governing body of (municipal name) that the revised bylaws are hereby ratified.

MUNICIPALITY

DATED



Municipal Excess Liability Joint Insurance Fund

Park 80 West, Plaza One
Saddle Brook, New Jersey 07663
Tel. (201) 587-0555
Fax (201) 587-8662

*To Council
Be
Action
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COUNCIL ACTION NEEDED

Date: December, 1997

To: Governing Body
Members of the Municipal Excess Liability Joint Insurance Fund

From: David Grubb, Executive Director

Re: Bylaws

Recent changes in the Department of Banking and Insurance regulations require all joint insurance funds including the MEL to adopt new bylaws. Attached are the revised bylaws which the MEL's Executive Committee recommends to the membership. These revised bylaws must be ratified by resolution of three fourths of the members before they can be effective.

Also attached is a sample ratification resolution. **PLEASE PLACE THIS RESOLUTION ON YOUR AGENDAS FOR ADOPTION AS SOON AS POSSIBLE.**

The proposed changes to the bylaws have been annotated for your convenience. Most of the changes are required by state regulation (see drafting notes). The only substantial change concerns the definition of "member". Under the new definition, the MEL's members will be the 15 local JIFs instead of the individual municipalities. With over 250 members, the current system is simply too cumbersome. See drafting note on page 5 for a complete explanation of this change.

The Fund's staff is prepared to answer any questions you may have concerning these revised bylaws. Since state regulations require the MEL to adopt new bylaws, and because ratification

requires a resolution from three fourths of the membership, it is essential that this matter be considered by the governing body of each member community during the next month.

Once your resolution has been adopted, please forward it onto our office.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "D. N. Grubb", with a long horizontal line extending to the right.

David N. Grubb
Executive Director

cc: Fund Commissioners
Fund Professionals
Risk Managers

/jt

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

BYLAWS

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

**Park 80 West, Plaza One
Saddle Brook, New Jersey 07662**

**Organized January 1, 1987
Draft dated November 17, 1997**

Bylaws

Drafting Note: Whereas clauses reworded to reflect that the Fund has been in existence for 10 years.

~~WHEREAS: Municipalities, either individually or as members of the several local area Municipal Joint Insurance Funds (JIFS) have found that excess insurance or reinsurance is either unavailable or unaffordable; and~~

WHEREAS: N.J.S.A. 40A:10-36 et seq. permits local units to join together to form a joint insurance fund; and,

~~WHEREAS: These area JIFS individually are not large enough to provide adequate limits for their member municipalities; and~~

WHEREAS: Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles; and,

~~WHEREAS: It is of extreme importance that these municipalities be able to obtain the necessary protection, and further, that they be permanently extricated from chaotic cycles that occur in the insurance industry; and~~

WHEREAS: The Municipal Excess Liability Joint Insurance Fund, hereinafter the Fund, was established effective January 1, 1987 pursuant to said statute, and,

~~WHEREAS: Public Law 1983, c.372 (40A:10-36 et seq) as presently written does not permit "Funds" to join other "Funds", it does permit individual municipalities to join more than one Fund and certainly the fostering of cooperation between and among "Funds" would appear to be within the spirit and intent of legislation; and~~

WHEREAS: Revisions to said statute and the regulations promulgated by the Department of Banking and Insurance pursuant thereto require the Fund to revise its existing bylaws.

~~WHEREAS: It has been determined that the creation of the Municipal Excess Liability Joint Insurance Fund will result in significant savings and stability for its member municipalities.~~

"COMMISSIONER" means the Commissioner of Banking and Insurance where the context so indicates. Elsewhere in these bylaws, the term commissioner refers to a member's representative known as a commissioner or Fund Commissioner.

"DEPARTMENT" means the Department of Banking and Insurance.

"EMPLOYER'S LIABILITY" means the legal liability of an employer to pay damages because of bodily injury or death by accident or disease at any time resulting *therefrom* sustained by an employee arising out of and in the course of his employment by the *public* employer, which is not covered by a workers' compensation law. The exact definition of "Employer's Liability" or similar terms shall be the definition used in the ~~excess~~-insurance or reinsurance policy *issued* ~~purchased~~ by the ~~Excess~~-Fund.

"EXCESS INSURANCE" means insurance purchased from an insurance company authorized or admitted in the State of New Jersey or deemed eligible by the Commissioner of Insurance as a surplus lines insurer, or from any other entity authorized to provide said coverage in this state pursuant to law, covering losses in excess of an amount established ~~between the Excess Fund and the insurer up to the limits of coverage set forth in the insurance contracts on a specific occurrence, or per accident or annual aggregate basis.~~

"EXCESS FUND" means the Municipal Excess Liability Joint Insurance Fund. (*Hereinafter referred to as the Fund.*)

~~"JIF" means any Municipal Joint Insurance Fund approved by the Commissioner of Insurance and which meets the criteria and agrees to the requirements as outlined elsewhere in these Bylaws or as may be adopted by the commissioners/executive committee of the Municipal Excess Liability Joint Insurance Fund.~~

"FUND YEAR" means the ~~Excess~~-Fund's fiscal year of January 1st through December 31st.

"GENERAL LIABILITY" means any and all liability which may be insured under the laws of the State of New Jersey, excluding workers' compensation, *and* employer's liability. ~~motor vehicular and equipment liability.~~ The exact definition of a "General Liability" or similar terms is the definition used in the ~~excess~~-insurance policy *issued* ~~purchased~~ by the ~~Excess~~-Fund.

"INCURRED CLAIMS" means claims which occur and are reported during a Fund year, including claims reported or paid during a later period. The exact definition of "Incurred Claims" or any similar term is the definition used in the ~~excess~~-insurance policy *issued* ~~purchased~~ by the ~~Excess~~-Fund.

"OCCURRENCE" means a single event. The exact definition of "occurrence" or any similar term shall be the definition used in the excess-insurance policy *issued* purchased by the Excess-Fund.

"PROBABLE NET COST" means the estimated ultimate cost of claims incurred during a Fund year plus the cost of allocated claims expense and other costs of operating the Excess Fund until all claims incurred during the Fund year are settled. For purposes of computing the probable net cost, losses within the deductible of participating municipalities and future investment income on outstanding loss reserves held by the Excess Fund shall not be taken into consideration.

"PROBABLE TOTAL COST" means the probable net cost plus the estimated ultimate cost of losses incurred within the deductible of the participating utility municipalities.

"PRODUCER" means any person engaged in the business of an insurance agent, insurance broker, or insurance consultant as defined in N.J.S.A. 17:22 A-1 *et seq.*

"PROPERTY DAMAGE" means any loss or damage, however caused, on property or apparatus owned by the participating municipality or owned by or under the control of any of its departments, boards or agency. The exact definition of "Property Damage" or similar terms shall be the definition in the excess insurance policy purchased by the Excess Fund.

"PROPERTY DAMAGE" means any loss or damage, however caused, to property including monies and securities, motor vehicles, equipment or apparatus owned by the member or owned by or under the control of any of its departments, boards, agencies, commissions, or other entities which the membership may provide coverage for. The exact definition of "property damage" or similar terms shall be the definition in the insurance policy issued by the Fund.

"SERVICING ORGANIZATION" means an individual, partnership or corporation which provides services to the Fund not provided by the Administrator, including but not limited to:

- Claims adjusting
- Safety engineering
- Compilation of statistics and the preparation of assessment, loss and expense reports.
- Preparation of reports required pursuant to PL 1983 c.372 or any regulations and/or rules of the New Jersey Department of Insurance including but not limited to N.J.A.C. 11:15-2.
- Development of members assessments and fees
- Claims administration

- a. ~~The resolution or ordinance shall provide for execution of a written agreement specifically providing for acceptance of the Excess Fund's bylaws as approved and adopted pursuant to Section 4 of the Act.~~
 - b. ~~The Agreement shall specify the extent of the municipality's participation in the Excess Fund with respect to the types of insurance coverage to be provided by the Excess Fund and shall include the duration of Excess Fund membership, which in no event shall exceed three years pursuant to N.J.S.A. 40A:11-15 (6).~~
2. ~~The agreement shall include an executed Indemnity and Trust Agreement.~~
 3. ~~All applicants to the Excess Fund must also include a letter certifying that the municipality has never defaulted on claims if self insured, and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the application.~~
1. *Pursuant to N.J.S.A. 40A:10-36, et seq. a qualified joint insurance fund shall by resolution, agree to join the Fund. The resolution shall provide for execution of a written agreement specifically providing for acceptance of the Fund's bylaws as approved and adopted pursuant to N.J.S.A. 40A:10-39. The resolution shall also provide for the execution of an Indemnity and Trust agreement as defined in Article I.*

Initial Membership:

~~Any area municipality which participated in the initial feasibility study may be a part of the Excess Fund's initial application of approval by the Commissioner of Insurance and the Department of Community Affairs.~~

Subsequent membership:

1. ~~Any municipality seeking membership after the Excess Fund's initial approval by the Commissioner of Insurance and the Department of Community Affairs shall submit an application for membership to the Excess Fund on a form approved by the Commissioner of Insurance. The application shall include an executed Indemnity and Trust Agreement and other documentation required under Section A above.~~
2. *Any joint insurance fund seeking membership shall also submit an application for membership to the Fund on a form acceptable to the Commissioner. The application*

~~otherwise divest itself of any of its obligations under its self insured retention without a minimum sixty (60) days prior written notice to the Excess Fund.~~

~~b. The applicant's five (5) year claims history shows safety performance consistent with the Excess Fund's objectives.~~

~~3. An application may be approved by a majority vote of the Fund Commissioners or two-thirds vote of the full authorized membership of the Executive Committee based on the following criteria:~~

~~a. The applicant's claims history shows safety performance consistent with the Fund's objectives and the applicant's physical location and makeup indicates a prospective likelihood of satisfactory future claim performance.~~

~~b. The Fund has the administrative capability to absorb additional memberships without undue inconvenience or strain.~~

~~3. The authority to approve membership applications between meetings of the Excess Fund commissioners/executive committee may be delegated to the Executive Director/Administrator of the Excess Fund providing, however, that the Executive Director/Administrator shall not approve an application for membership without first polling the Excess Fund commissioners/executive committee by telephone and receiving authorization to approve from at least a majority of the Excess Fund commissioners/executive committee, which said approval shall be confirmed in writing.~~

~~Approval shall be in accordance with these Bylaws, the Excess Fund's Risk Management Plan, Public Law 1983, c.372 (40A:10-36), N.J.A.C. 11:25-2.2 and any other applicable regulations and statutes pertaining thereto. All such applications for membership so approved by the Executive Director/Administrator shall be presented at the next meeting of the Excess Fund commissioners/executive committee to be approved by them.~~

Conditions Of Membership:

~~As a condition of membership, each municipality shall:~~

~~1. Remain a member in good standing of the local JIF declared on its application for admittance into the Excess Fund or maintain the primary insurance or self insurance program as approved by the Excess Fund commissioners/executive committee and/or submit any proposed changes in said program to the Excess Fund~~

- d. ~~The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker who has demonstrated prior experience in the management of public insurance risks.~~
- e. ~~A member municipality may elect to perform all or any portion of the duties normally assigned to the Risk Management Consultant provided the municipality notifies the Excess Fund in writing prior to the effective or renewal date of its coverage for the ensuing Excess Fund year; and further provided that the municipality agrees to indemnify and hold harmless the Excess Fund, Excess Fund commissioners, appointed officials and other Excess Fund servants, agents and employees from any and all claims arising from its decision to assume part or all of the duties normally assigned to a professional Risk Management Consultant. If a member municipality so elects, the six percent (6%) fee shall be returned to said municipality.~~

3. ~~Participate in all the major lines of coverage offered by the Excess Fund.~~

Drafting Note: This new subsection establishes requirements for local JIFs to join the MEL and incorporates the requirements approved for the Residual Claims Fund.

4. *Each member shall agree to:*

- a. *Engage a qualified Executive Director/Administrator to act as liaison between the Fund and the member.*
- b. *Engage a qualified attorney to coordinate the legal defense of the member's claims with the Fund.*
- c. *Maintain in full force and effect a contract with a qualified adjusting service company to adjust the member's claims.*
- d. *In the event a member is not in compliance with the section, or the individuals or firms engaged do not meet the Fund's written criteria, the Fund may contract to provide these services and assess the cost of these engagements to the member.*

5. *Within 15 days of its approval by the Fund, the executed Indemnity and Trust Agreement and the resolution required under Subsection I above shall be concurrently filed with the Department and the Department of Community Affairs and shall be accompanied by such amendments to the Fund's Budget and Plan of Risk Management as well as any other documents required pursuant to N.J.A.C. 11:15-2 et. seq.*

- b. Like notice shall be filed with the Department of Insurance and Department of Community Affairs, together with a certified statement that the notice provided for above has been given; and

Drafting Note: The termination period has been increased to 30 days in conformance with the new state regulations.

- c. ~~Ten (10) days~~ *Thirty (30) days* have elapsed after the filing required by "b" above.
2. *Notwithstanding number 1 above, within ninety (90) days after the effective date of any amendment to these bylaws, a member which did not approve the amendment may withdraw from the Fund.*
- 2.3. A member of the ~~Excess Fund~~ that does not desire to continue as a member after the expiration of its membership term shall give written notice *to the Fund* of its intent ninety (90) days before the expiration of the term period. The ~~Excess Fund~~ shall immediately notify the Department of Insurance and the Department of Community Affairs that the member has given notice to leave the ~~Excess Fund~~.
- 3.4. A member that has been terminated or does not continue as a member of the Fund shall remain jointly and severally liable for claims incurred by the ~~Excess Fund~~ and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments.
- 4.5. The ~~Excess Fund~~ shall immediately notify the Department of Insurance and the Department of Community Affairs if the termination or withdrawal of a member causes the ~~Excess Fund~~ to fail to meet any of the requirements of P.L. 1983, c.372-*N.J.S.A. 40A 10-36 et. seq.* or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the ~~Excess Fund~~ shall advise the Department of Insurance and the Department of Community Affairs of its plan to bring the ~~Excess Fund~~ into compliance.
5. ~~An Excess Fund member is not relieved of the claims incurred during its period of membership except through payment by the Excess Fund or member of those claims.~~

~~the pleasure of the appointing authority~~ *at the pleasure of the member joint insurance fund and can be removed by the member at any time without cause.*

- c. The unexpired term of a commissioner *other than the special commissioner* shall be filled by the appointing ~~municipality~~ *member* in the manner generally prescribed by law ~~or as provided in its Bylaws.~~
- d. *In the event of a vacancy of the Special Commissioner caused by reason other than the expiration of the term of office, the member which appointed the commissioner shall appoint the replacement for the unexpired term.*
- ~~d.e.~~ Any ~~Excess-Fund~~ commissioner can be removed from office for cause by two-thirds vote of the full membership of the Fund commissioners/*Executive Committee*. Upon such a vote, it shall be incumbent upon the member ~~municipality~~ to replace the commissioner.
- f. Commissioners shall serve without compensation.

3. Responsibilities:

Drafting Note: This subsection has been expanded in conformance with the current regulations.

- ~~a. The commissioners are hereby authorized and empowered to operate the Excess Fund in accordance with these Bylaws and appropriate state laws and regulations.~~
- ~~b. Each commissioner shall have one vote.~~
- a. *The Fund Commissioners are hereby required, authorized and empowered to operate the Fund in accordance with these bylaws and appropriate state laws and regulations in the interests of the total membership of the Fund.*
- b. *The Fund Commissioners shall determine and establish the Fund's budget, assessments, loss reserves, surplus, limits of coverage, limits of excess insurance or reinsurance, coverage documents, refunds and other financial and operating policies of the Fund.*
- c. *The Fund Commissioners shall invest monies held in trust in any account in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by joint insurance funds established pursuant to N.J.S.A. 40A:10-36, et seq.*

- b. ~~Secretary: The Secretary shall preside over the meetings of the commissioners—serve as Acting Chairperson in the absence of the Chairperson, maintain minutes of its meetings, retain all books, records, files and other documents of the Excess Fund, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.~~

~~“The Secretary shall have the responsibility to maintain the books and records of the Fund at the office of the Fund as from time to time designated by the Fund commissioners to which office the Secretary shall have free access.”~~

2. ~~In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the commissioners (or executive committee) shall by majority of vote fill the vacancy for the unexpired term. In the event of a vacancy of both the Chairperson and Secretary, the longest serving member of the Executive Committee, or otherwise the longest serving commissioner shall serve as Acting Chairperson until the vacancies are filled.~~
3. Any officer can be removed without cause at any time by a two-thirds vote of the full membership of the Fund commissioners. ~~In this event, the full membership of the Fund commissioners shall fill the vacancy for the unexpired term.~~
4. The Chairperson and the Secretary shall serve without compensation.

Executive Committee:

Drafting Note: State law requires the MEL to establish an Executive Committee. However, under subsection 2 (below) the Executive Committee will rarely, if ever, meet thereby establishing the Board of Fund Commissioners as the primary governing body.

1. *If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year the Fund Commissioners and special Fund Commissioner, if any, shall meet and elect five (5) of their number to serve with the Chairperson and the Secretary as the Executive Committee of the Fund. During their term of office, members of the Executive Committee shall exercise the full power and authority of the commissioners except as otherwise provided. Wherever the term “commissioners/Executive Committee” appears in these Bylaws, that term shall be interpreted to mean “Executive Committee”, except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.*

- b. ~~The Treasurer shall approve~~ *Approval of* all receipts, payments, and financial records.
- c. ~~The Treasurer shall prepare the Excess Fund's~~ *Draft the* cash management plan and shall invest all balances.
- d. *Ascertain availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.*
- d.e. The Treasurer shall perform such other duties as provided for by the Excess Fund commissioners/*Executive Committee*, these Bylaws and in the laws and regulations of the State of New Jersey.
- f. *The treasurer shall be covered by a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the commissioners/Executive Committee. Said bond to be paid for by the Fund.*

2. **Administrator:**

- a. The Administrator shall ~~be experienced in risk management matters and shall not be a commissioner of the Excess Fund.~~ *serve as Executive Director of the Fund and shall have demonstrated experience in the management and administration of joint insurance funds of New Jersey public entities.*
- b. ~~Except with the approval of the Commissioner of Insurance, and the Administrator, its employees, officers or directors shall not be an employee, officer or director of, or have either a direct or indirect financial interest in a servicing organization.~~
- e.b. The Administrator shall have the following duties and responsibilities:
 - 1)i. ~~The Administrator shall act as the executive director to~~ Carry out the policies established by the commissioners ~~or executive committee~~ and to otherwise administer and ~~provide for~~ *supervise* the day-to-day management of the Fund.
 - 2)ii. ~~The Administrator shall~~ Advise the commissioners on risk management matters and shall prepare a draft risk management plan.
 - iii). *Prepare the Fund's budget, compile and bill assessments.*

form and timeliness of said undertaking. For example, the Executive Director shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Fund, however, the Executive Director shall not be responsible for the content of the policies or the adequacy of the coverage.

- d. The Administrator shall be bonded in a form and amount acceptable to the Commissioner of Insurance. The Administrator shall also be covered by Errors and Omissions insurance as provided by N.J.A.C. 11:15-2. ~~6(e)5; and/or supplements or amendments thereto, unless said requirement is waived by the Commissioner of Insurance.~~ Said coverage to be paid for by the Excess Fund.

3. **Auditor:**

The Auditor shall be an independent certified public accountant (CPA) or a registered municipal account (RMA) ~~but shall not be a commissioner who has evidenced the ability and experience to properly examine a joint insurance fund.~~ The Auditor shall conduct the annual audit of the Excess Fund in accordance with N.J.S.A. 40A:10-36 and N.J.A.C. 11:15-2.24 and shall perform such other duties as provided for by the Excess Fund commissioners, these Bylaws and in the laws and regulations of the State of New Jersey.

4. **Attorney:**

- a. *The Fund attorney shall be admitted to the New Jersey Bar and shall provide advice to the Fund on legal matters such as advising the commissioners of their obligations and responsibilities under N.J.S.A. 40A:10-36, et seq., the regulations and other pertinent law such as the Open Public Meetings Act.*

- b. The Attorney shall have the following responsibilities:

- 1)i. The Attorney shall advise the Excess Fund on legal matters and the appropriateness of claim settlements recommended by the claims administrator.
- 2) ~~The Attorney shall advise the commissioners on the selection of counsel to represent the Excess Fund in the defense of claims. However, the Attorney or any member of the Attorney's law firm shall not defend any claim which is the responsibility of the Excess Fund.~~

- 8.7. All appointed officials shall be retained on a contractual basis which shall be approved by the *Fund* commissioners/~~executive committee~~ and submitted to the Commissioner of ~~Insurance~~ and the Commissioner of the Department of Community Affairs.
- 9.8. ~~Appointed officials~~ *Fund professionals* shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the *Fund* commissioners/~~executive committee~~. The written fee schedule shall be part of the official's contract.

Executive Committee:

Drafting note: This subsection now follows the subsection on Fund officers earlier in Article III.

1. ~~If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year they shall meet and elect five (5) commissioners to serve with the Chairperson and the Secretary as the executive committee of the Excess Fund. During their term of office, the executive committee shall exercise the full power and authority of the commissioners except as otherwise provided. Wherever the term "commissioners" appears in these Bylaws, that term shall be interpreted to mean "executive committee", consistent with this section, except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.~~
2. ~~The executive committee shall serve until January 1st of the following year, or until their successors are duly elected and qualified.~~
3. ~~Vacancies on the executive board caused by a reason other than the expiration of the term of office shall be filled by a majority vote of the full remaining membership of the Excess Fund commissioners.~~

Servicing Organizations:

1. *The Fund may contract to have the following services performed:*
 - a. *Actuarial services*
 - b. *Claims Administration*
 - c. *Cost containment services*
 - d. *Loss prevention/safety engineering services*
 - e. *Legal services*

5. *Each Servicing Organization shall provide a surety bond and Errors and Omissions coverage if required by law, in a form and amount acceptable to the Commissioner.*
6. *All officers, employees and agents, including the Administrator and Servicing Organization of the Fund, on the final day of their contract or employment shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment, or if no successor has been designated, delivery shall be made to the Administrator or Fund Chairperson.*

Indemnification Of Officers And Employees:

- ~~1. The Service Company and Administrator, unless waived per Subsection 3, below, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner of Insurance.~~
- ~~2. The executive committee, in its discretion may, but shall not be required to have the Auditor, Treasurer, Excess Fund Attorney or Defense Attorneys produce evidence of Errors and Omissions coverage, and such other coverages as they deem advisable, as a condition of employment.~~
- ~~3. In the event that as a consequence of factors generally existing within the insurance industry, the Administrator and/or Service Company is unable to procure Errors and Omissions coverage, or is only able to procure same at a cost which the commissioners/executive committee deem to be unreasonable then, and in such event, the commissioners/executive committee with the concurrence of the Commissioner of Insurance may waive the requirements for the Administrator's and/or Service Company's Errors and Omissions coverage. Any such waiver shall be effective for a period of time not to exceed one (1) year and may be reconsidered more frequently if circumstances warrant. The commissioners/executive committee shall, prior to granting any waiver, have made specific findings of fact, with regard to the availability of such Errors and Omissions insurance at a reasonable cost and cause such finding of fact to be set forth in detail in the Minutes.~~
1. *The Administrator, Claims Service Provider(s), Producer, Risk Management Consultant(s) and such others as are required by regulation to do so, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner. The Fund Commissioners/Executive Committee may also require other professionals to provide evidence of Errors and Omissions coverage, and any other coverage as a requirement of their contract.*

- 6.4. The forgoing right of indemnification shall not be exclusive of any other rights to which any Excess-Fund commissioner, official, *professional* or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Excess-Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Excess Fund may lawfully exercise with respect to the indemnification or reimbursement of any Excess-Fund commissioner, official, *professional* or employee; except that in no event shall an Excess-Fund commissioner, official, *professional* or employee receive compensation in excess of the full amount of a claim and reasonable costs and expense incurred in defending such claim.
- 7.5. Expenses incurred by any Excess-Fund commissioner, official, *professional* or employee in defending an action, suit or proceeding may be paid by the Excess Fund in advance of final determination of such action, suit or proceeding as authorized by the Excess-Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

Advisory Committees:

Drafting Note: This new subsection establishes the authority of the Fund Chairperson to appoint Advisory Committees.

From time to time, the Fund Chairperson may establish advisory committees and may appoint any individual to serve on these committees except that only Fund Commissioners may serve on a Nominations Committee, if any, established for the purpose of proposing candidates to stand for election as a Fund officer or member/alternate of the Executive Committee.

Risk Managers:

Drafting Note: Each member JIF has different procedures for the appointment of Risk Managers. Pursuant to this revised language, the MEL will now follow the procedures established by the local Fund.

1. *Pursuant to the Bylaws of each member, the Fund shall recognize producers appointed in accordance to N.J.A.C. 11:15-2.6(c) 10 who shall have the responsibilities as provided for in the Bylaws of the member.*
2. *The Fund shall pay a producer's fee of 6% of the annual assessments of the local units served by the producer except that a member may establish a different rate or method of compensation in which case the Fund shall not pay the producer and shall compute the member's assessment net of this fee.*

also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a Certified Municipal Finance Officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall quarterly report to the Fund Commissioners on investment and interest income.

7. *All books, records, files, documents and equipment of the joint insurance fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-2.21(e), shall be retained by the Fund Administrator at the discretion of the Fund Commissioners in accordance with a record retention program adopted by the Fund. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund shall also retain claims information as per N.J.A.C. 11:15-2.4(g).*
8. *The minimum Workers' Compensation contribution of the members shall be collectively at least \$250,000 for the Fund's first year and at least \$500,000 for each subsequent year of operation unless otherwise approved by the Commissioner.*

Risk Management Plan:

1. The commissioners shall prepare or cause to be prepared, a plan of Risk Management for the ~~Excess~~ Fund including all information required in N.J.A.C. 11:15-2.6(e). The Risk Management Plan shall be adopted and approved by resolution of the Fund Commissioner/Executive Committee. ~~The plan shall include, but not be limited to:~~
 - a. ~~The perils or liability to be insured against.~~
 - b. ~~Limits of coverage, whether self insurance, direct insurance purchased from a commercial carrier or reinsurance.~~
 - c. ~~The amount of risk to be retained by the Excess Fund.~~
 - d. ~~The amount of reserves to be established.~~
 - e. ~~The proposed method of assessing contributions to be paid by each member of the Excess Fund.~~
 - f. ~~Procedures governing loss adjustment and legal fees.~~

Financial Statement And Reports:

1. The ~~Excess-Fund Commissioners~~ shall provide its members with periodic reports concerning the activities and status of the ~~Excess-Fund~~ for the reporting period. Such reports shall be made at least quarterly and may be made more frequently at the discretion of the ~~Excess-Fund-Commissioners~~ and shall include, but not be limited to, the minutes, the Administrator's report, the Treasurer's report, and a summation of Fund activity, including comments on previously reported claims and newly reported claims, and any other information required by the Commissioners. The Treasurer's report shall include budget status, account balances, claims information, investment status, earnings and the costs of making investments. These reports shall also be submitted, with a copy of the minutes of the closed session, to the Department.

- ~~2. A sworn annual report in a form prescribed by the Commissioner of Insurance shall be prepared by the Excess Fund, filed concurrently with the Department of Insurance and the Department of Community Affairs and made available to each Excess Fund member on or before June 30th of each year. The report shall be accompanied by:~~
 - ~~a. An annual audited statement of the financial condition of the Excess Fund prepared by the auditor and performed in accordance with generally accepted accounting principles and Sec. II of PL 1983, c.372.~~
 - ~~b. Reports of outstanding liabilities showing the number of claims, amounts paid to date and current reserves for losses, claims and unearned assessments as certified by an actuary.~~

Drafting Note: The following subsections detail the new reporting requirements to the Department.

2. *A sworn annual report in a form prescribed by the Commissioner shall be prepared by the Fund, filed with the Department and be made available to each Fund member not later than one hundred eighty (180) days after the end of each Fund year. The report shall be accompanied by an annual audited statement of the financial condition of the Fund prepared by the Auditor, and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-36. and these bylaws.*

3. *For the initial two fiscal years of the Fund, the Fund shall file with the Department unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days of the end of each calendar quarter.*

ARTICLE V - MEETINGS AND RULES OF ORDER

Meetings:

1. **ANNUAL ORGANIZATION MEETING.** As soon as possible after the beginning of the year, the *Fund* commissioners shall meet to elect officers and the executive committee, if any, to appoint ~~officials~~ *professionals and servicing organizations* and conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson, and the Secretary shall send written notice to the ~~clerks of participating municipalities~~ *Fund Commissioners and each member's Executive Director* at least two (2) weeks in advance.

2. **REGULAR BUSINESS MEETINGS.** The commissioners/executive committee shall establish ~~a schedule~~ *an annual schedule* of regular meetings to conduct the business of the ~~Excess~~ *Fund*, which shall be at least quarterly. All commissioners may attend open or closed sessions of the executive committee.

3. **SPECIAL MEETINGS.** The Chairperson, or three (3) commissioners may call a special meeting by notifying the *Fund's* Secretary at least three (3) days in advance. The Secretary shall notify the *Fund* commissioners ~~(or members of the executive committee)~~ *and the Executive Director of each member* by telephone. If the Secretary is unable to reach a member as of forty-eight (48) hours before the meeting, the Secretary shall telephone another official of the ~~municipality~~ *member* using the following order: ~~Mayor, Clerk, Police Department.~~ *Member's Chairperson, Secretary.*

4. **QUORUM.** The quorum for full commissioners meeting shall be as follows:
 - a. A majority of the total commissioners unless the total number of members exceed 25.
 - b. If the total membership exceeds 25 in number, then a quorum shall be 13 plus a sum equal to 20% of the number of members in excess of 25 rounded to the next higher number.

- e.5. A quorum for executive committee meetings shall be ~~a majority of the total committee.~~ *four, including the Chairperson, Secretary and alternates.*

notice of approval from *three-fourths (3/4) of the members, each municipality*, the Secretary shall notify the members that time has expired for the adoption of the amendment.

4. If adopted, the amendment shall not take effect until approved by the Commissioner of Insurance and the Department of Community Affairs.

ARTICLE VI - BUDGETS

Budget Preparation:

- ~~1.A.~~ In November of each year, the Excess Fund shall prepare the budget for the upcoming fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self-insurance or loss retention accounts. *The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves, but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.*
- B. *A copy of the Fund's proposed budget shall be made available to each member at least two (2) weeks prior to the time scheduled for its adoption. No budget shall be adopted until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et. seq. giving all members the opportunity to present comments or objections.*
- ~~2.~~ ~~The budget shall be reviewed by an actuary who shall comment on its adequacy and shall recommend changes, as appropriate, by November 15th.~~

Budget Adoption:

- ~~1.C.~~ Not later than December 31st of each year the Excess Fund commissioners/executive committee shall adopt by majority vote the budget for the Excess Fund's operation for the coming fiscal year.
- ~~2.~~ ~~A copy of the Excess Fund's proposed budget (as changed to reflect the actuary report) shall be sent to each participating municipality at least two (2) weeks prior to the time scheduled for its adoption. No budget or amendment shall be adopted until a hearing has been held giving all participating municipalities the opportunity to present comments or objections.~~

3. *The calculation of pro rata shares shall be based on each member's manual premium by Fund year for that line of coverage. Unless otherwise approved by the Commissioner, the assessment for Worker's Compensation and Employer's Liability shall be based upon the experience rating plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner. The Fund Commissioners /Executive Committee may also adopt a capping formula which limits the increase in any member's assessment to the fundwide average increase plus a percentage established by the Fund Commissioners/Executive Committee.*
- ~~3.4.~~ The total amount of each member's annual assessment shall be certified by majority vote of the ~~Excess-Fund commissioners (or /executive committee, as applicable)~~ to the governing body of each participating ~~municipality~~ member at least one (1) month prior to the beginning of the next fiscal year.
4. ~~The annual assessment shall be paid to the Excess Fund in accordance with N.J.A.C. 11:15-2.15 including any supplements or amendments thereto.~~
5. ~~In the event the final budget passed in December necessitates changes in the annual assessment, the second installment shall be adjusted to reflect this difference.~~
5. *The annual assessment shall be paid to the Fund in installments, to be determined by the Fund Commissioners/Executive Committee which shall conform with N.J.A.C. 11:15-2.15(a).*
6. The Treasurer shall deposit each member's assessment into the appropriate accounts, including the Administrative Account and the Claim or Loss Retention Trust Fund account ~~by Excess Fund year for each type of coverage in which the member participates.~~
7. If a ~~municipality becomes a member of the Excess Fund, or~~ member elects to participate in a line of coverage after the start of the ~~Excess-Fund year~~, such participant's assessments and supplemental assessments shall be reduced in proportion to that part of the year which had elapsed.

Supplemental Assessments:

1. The ~~Excess-Fund Commissioners (or /executive committee)~~ shall by majority vote levy on the ~~participating municipalities~~ members additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Excess Fund's Claim, Loss Retention or Administrative Accounts to assure the payment of the Excess Fund's obligations.

ARTICLE VIII - REFUNDS

- A. Any monies for an ~~Excess-Fund~~ year in excess of the amount necessary to fund all obligations for that fiscal year as certified by an actuary may be declared to be refundable by the ~~Excess-Fund no less than twelve (12) months after the end of the fiscal year in accordance to N.J.A.C. 11:15-2.21. The Fund shall submit a written notification to the Department of Community Affairs at lest 30 days prior to the proposed refund.~~
- B. ~~The initial refund for any year from a Claim or Loss Retention Account shall not exceed thirty (30) percent of the surplus available for the year. The Excess Fund may, however seek annual approval for payment of refunds from a Claim or Loss Retention Trust Fund Account remaining from any year which has been completed for at least thirty (30) months or longer and may include such refund payments with initial refund payments from the preceding year.~~
- C.B. A refund for any fiscal year shall be paid only in proportion to the member's participation in the ~~Excess-Fund~~ for such year. Payment of a refund on a previous year is not contingent on the member's continued membership in the ~~Excess-Fund~~ after that year.
- D.C. ~~The Fund may apply a refund to any arrearage owed by the member to the Fund. At the option of the member, the refund may be retained by the Excess Fund and applied towards the member's next annual assessment.~~

ARTICLE IX - EXCESS INSURANCE

Drafting Note: This article has been rewritten to conform to current Department regulations.

- A. ~~Where self insured the Excess Fund will provide a plan for specific and aggregate Excess insurance and reinsurance and for retention in accordance with sound actuarial principles and the Plan of Risk Management.~~
- B. ~~If due to conditions in the commercial insurance market specific and/or aggregate excess insurance or reinsurance is either not available or the pricing is such that, or for other valid reasons, in the judgment of the Insurance Fund commissioners/executive committee it would be in the best interest of the Excess Fund not to carry such specific and/or aggregate insurance or reinsurance and if the Excess Fund's actuary certifies that the retention is in accordance with sound actuary principles the Excess Fund Commissioners/executive committee may apply to the Commissioner of Insurance for a waiver of the requirements of N.J.A.C. 11:15-2.6(b)5.~~

2. *The Fund is not required to maintain aggregate excess insurance if its accumulated budgeted losses pursuant to N.J.A.C. 11:15-2.23(g) qualify the Fund for an exemption pursuant to N.J.A.C. 11:15-2.23 (f), or the Fund maintains an excess loss contingency balance in the Claims Account in conformance with N.J.A.C. 11:15-2.23(f).*

ARTICLE X - TRUST FUND ACCOUNTS, INVESTMENTS AND DISBURSEMENTS

Establishment Of Trust Fund Accounts

1. By resolution, the ~~Excess~~-Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. *The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law.*
2. *Consistent with N.J.A.C. 11:15-2.13, the ~~Excess~~-Fund shall establish a separate Trust Fund Account from which monies shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance premiums for each line of coverage by ~~Excess Fund year~~. Such accounts shall be designated as Claims or Loss Retention Fund Accounts.*
 - a. Other than for claims, allocated claims expense, or excess insurance premiums, no transfers or withdrawals may be made from a Claim or Loss Retention Account without the prior written approval of the Commissioner ~~of Insurance~~. *except refunds must be in accordance with N.J.A.C. 11:15-2.21*
 - b. *The Fund shall maintain accounting records allocating all income, disbursements, and assets in the Claims account by line of coverage and by Fund year. Accounting records for closed Fund year(s) shall be allocated by member. Accounting records for loss fund contingency or excess loss contingency shall also be allocated by member.*
3. The ~~Excess~~-Fund shall also establish an Administrative Account which shall be utilized for payment of the ~~Excess~~-Fund's general operating expenses, loss prevention activities, data processing services, and general legal expenses. *The fund shall maintain accounting records for the administrative ~~administrative~~ account per 2(b) above.*

scheduled meeting. If any payment is not approved, appropriate action shall be taken.

6. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and must carry the certification of some officer or duly designated agent or employee of the Excess Fund having knowledge of the facts that the goods have been received by, or the services rendered to the Excess-Fund. In the case of claims or losses to be charged against any loss fund, the Excess-Fund's claims administrator shall certify as to the claims correctness and validity.
7. All claims shall be paid by check. The checks shall be signed by two persons so designated by the Excess-Fund commissioners ~~/or~~ executive committee. Payment of claims may be made by wire transfer.
8. All claims or other disbursements approved for payment by the Excess-Fund shall be recorded in a claims register maintained by the custodian of the Excess-Fund's assets.

ARTICLE XI - CONFLICT OF INTEREST

Drafting Note: This article has been rewritten to conform with current Department regulations.

- A. ~~No official or employee of a participating municipality or any members of the family of such officials or employees, or any businesses in which such officials, employees or family members have a beneficial interest shall seek to obtain or participate in any contract to be entered into by the Excess Fund for administration, loss control, investment or depository services, insurance coverage or any other service, commodity or material without first fully disclosing in writing the nature and extent of such interest, financial or otherwise, to the Excess Fund Commissioners. It shall be the responsibility of the Excess Fund commissioners to determine if the interest so disclosed is such as to constitute an actual or potential conflict of such degree as to impair the ability of the officer, employee, family member or business from fully and impartially performing the duties required by the Excess Fund. If so, the officer, employee, family member or business shall be prohibited from entering into such contract until the cause of such conflict is removed.~~
- B. ~~Any contract entered into between the Excess Fund and any individual, firm, corporation or agency which fails to disclose an actual or potential conflict situation shall be void.~~

ARTICLE XIII - CLAIMS HANDLING PROCEDURE

Drafting Note: This article has been rewritten to conform to current Fund procedures.

Claims Reporting:

Upon receipt of any information which makes a claim reportable under the guidelines established by the Fund, the member shall immediately forward notice of the claim and any other information available to the claims administrator and, where appropriate, to the Fund's attorney for initial contact, investigation, court actions or other appropriate response.

Registration Of Claims:

Upon receipt of initial notice of claim, whether by service of process, notice of claim or petition or otherwise, the claims administrator shall cause each claim to be numbered, and to be included on a monthly report to the ~~Excess Fund Commissioners (or Executive Committee)~~ *Executive Director*. The monthly report shall set forth the name of the claimant, the nature of the claim, the type insurance coverage claimed against, and to the extent known, an approximate estimate of the magnitude of the potential loss. *This report shall be considered confidential.*

~~Claims Response:~~

~~Upon receipt of the initial notice of claim described above, the claim administrator shall immediately forward the notice of claim and any other information available to the claims service agency and, where appropriate, to the Fund's defense attorneys for initial contact, investigation, court actions or other appropriate response.~~

~~Claims Acknowledgement And Initial Evaluation:~~

~~Upon receipt of an assignment of claim handling, the claims service agency and, where appropriate, the defense attorneys shall acknowledge receipt of the claim and within thirty (30) days of receipt, submit a report indicating their initial assessment of the merits and exposure represented by the claim and a summary of the actions taken to date in response to said claim.~~

ARTICLE XIV - COMPLAINT HANDLING PROCEDURE

- A. Whenever any interested party shall submit a complaint in writing to the Fund, the administrator, or any member of the ~~Excess-Fund~~, a copy thereof shall be forthwith communicated to the ~~Excess-Fund~~ commissioners ~~(or executive committee~~ for consideration at its next regularly scheduled meeting.
- B. At said meeting the ~~Excess-Fund~~ commissioners ~~(or executive committee~~ shall consider the complaint, and by recorded vote take such action as might be appropriate.
- C. The complaining party, and the commissioner from the ~~member municipality wherein the complaining party resides (if the complaining party is a resident of a member municipality)~~ shall receive written notice of the commissioners'/*Executive Committees'* findings. The written notice to the complaining party, may where appropriate, include an opportunity for the complaining party to have a hearing concerning its complaint before the ~~Excess-Fund~~ Commissioners ~~(or executive committee~~.
- D. The ~~Excess-Fund~~ shall keep a separate record of all complaints received and the disposition of same.

Drafting Note: The following two subsections have been added to establish the use of arbitration to settle disputes.

- E. *If the complaining party is dissatisfied with the Fund Commissioners/Executive Committee's decision, the complaining party may appeal this determination to the independent appeal organization or arbitrator designated by the Fund annually.*
- F. *If the complaining party is dissatisfied with the determination of the independent appeal agency or arbitrator, the complaining party may exercise any remedies provided by law.*

ARTICLE XV - OTHER CONDITIONS

Inspection And Audit:

The ~~Excess-Fund~~ shall be permitted but not obligated to inspect, at any reasonable time, the workplaces and operations of each ~~Participant~~ member covered by this agreement. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the ~~Participant~~ member or others, to determine or warrant that such workplaces, operations, are safe or healthful, or are in compliance with any law, rule or regulation.

agreement shall thereafter be entitled to recover under this agreement to the extent of the protection afforded by this agreement. Nothing contained in this agreement shall give any person or organization any right to join the Excess-Fund as a co-defendant in any action against the ~~Participant~~member to determine the ~~Participant's~~member's liability.

Bankruptcy or insolvency of the ~~Participant~~member shall not relieve the Excess-Fund of any of its obligations.

Subrogation:

In the event of any payment under the agreement, the Excess-Fund shall be subrogated to all rights of recovery therefore of the ~~Participant~~member and any person entitled to the benefits of this agreement against any person or organization and the ~~Participant~~member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The ~~Participant~~member shall do nothing after loss to prejudice such rights.

Conformance With Statute:

In the event any portion of these Bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

THUS DONE, READ AND PASSED in my office in _____, state of New Jersey, ~~in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, the month and the year first above written.~~

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

BY: _____
—Executive Director/Administrator Fund Chairperson

Notary Public in and for

RESOLUTION NO. 1998 - 19

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 1/20, 1998, that an Executive Session closed to the public shall be held on 1/20, 1998, at 8:45 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

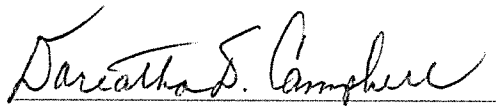
RESOLUTION NO. 1998 - 20

A RESOLUTION AMENDING RES. NO. 1998 - 4
INCREASING PETTY CASH FUND FOR PUBLIC
WORKS/RECREATION.

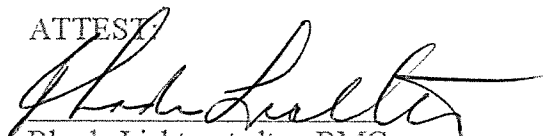
WHEREAS, it has been recommended by the Director of Public Works/
Recreation that the petty cash fund be increased to the amount of \$100 for 1998,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in public session this 20th day of **January**,
1998, that Resolution No. 1998 - 4 be and is hereby amended to provide that the petty
cash fund of Public Works/Recreation to \$100 for 1998.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to
the Director of Public Works/Recreation, The Finance Director, and the Auditor for
their information and attention.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO RECREATION DEPARTMENT

December 17, 1997

*To Council
for
Action
mm*

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. McFARLAND
SUBJECT: DEPARTMENT PETTY CASH FUND


I am requesting an increase in our petty cash fund from \$50.00 (fifty dollars) to \$100.00 (one hundred dollars) for 1998. This year in particular has been difficult keeping sufficient petty cash on hand to reimburse employees for legitimate petty cash purchases.

Public Works personnel have increased the number of trips into Pennsylvania to dispose of recyclable materials at the Winzinger site, which means they need to be reimbursed for toll fees. And, they often need items costing less than \$15 for emergency repair of vehicles.

Recreation personnel often need incidental items for last minute preparations. And, of course, there are always the incidental items purchased for programs (nail polish for Expanding Horizons, cassette tapes for dance classes, etc.).

The increase in petty cash should be sufficient so that employees do not have to wait 3-5 weeks for reimbursement for their personal funds.

Thank you.


Harry W. McFarland, Superintendent
Public Works/Recreation Department

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RESOLUTION NO. 1998 - 21

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

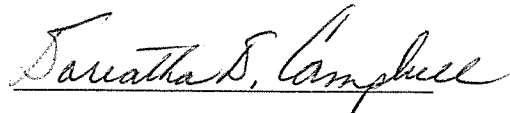
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 / 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 Jan. 24, 1998, that an Executive Session closed to the public shall be held on Jan. 24, 1998, at 9:45 a.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. 1998 - 23

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

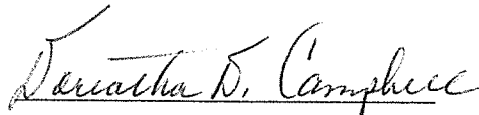
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 failing 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 1/27, 1998, that an Executive Session closed to the public shall be held on 1/27, 1998, 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. 1998 - 24

A RESOLUTION AWARDING A BID FOR
WATER CHILLER REPLACEMENT PROJECT.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a WATER CHILLER REPLACEMENT PROJECT; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of STOCKTON MECHANICAL CONTRACTORS, INC., of Northfield, N.J. 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 27th day of January, 1998, that the bid be accepted as per the attached bid return sheet; and

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk


CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

STOCKTON MECHANICAL CONTRACTORS, INC.

WATER CHILLER REPLACEMENT PROJECT

The money necessary to fund said contract is in the amount of \$ 140,280.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0595-1B. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

LAWB File Number 97-39-18
 Water Chiller Replacement
 Willingboro Township, New Jersey
 County of Burlington

COST COMPARISON SHEET

Item	Description	Quantity	Unit	Engineer's Estimate		Simon & Riggs Mechanical Contractors		Shocon Mechanical Contractors	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Base Bid								
1	Water Chiller Replacement	1	LS	\$150,000.00	\$150,000.00	\$148,263.00	\$148,263.00	\$125,000.00	\$125,000.00
	Alternate Items								
1a	Service Contract, Second Year	1	LS	\$4,000.00	\$4,000.00	\$4,857.00	\$4,857.00	\$4,415.00	\$4,415.00
1b	Service Contract, Third Year	1	LS	\$4,000.00	\$4,000.00	\$4,857.00	\$4,857.00	\$4,415.00	\$4,415.00
1c	Service Contract, Fourth Year	1	LS	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$3,720.00	\$3,720.00
1d	Service Contract, Second & Third Years	1	LS	\$8,000.00	\$8,000.00	\$9,720.00	\$9,720.00	\$8,830.00	\$8,830.00
1e	Service Contract, Second, Third & Fourth Years	1	LS	\$13,000.00	\$13,000.00	\$13,900.00	\$13,900.00	\$12,550.00	\$12,550.00
2	Restore Concrete Walkways	70	SY	\$45.00	\$3,150.00	\$49.50	\$3,465.00	\$39.00	\$2,730.00



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

More than a Civil Engineering Firm

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

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

January 27, 1998

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

Norton Bonaparte, Township Manager
Willingboro Township
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
Scott D. Taylor, CLA & PP

RE: Recommendation of Award
Water Chiller Replacement Project
LAWB File No. 97-39-18

Dear Mr. Bonaparte:

Sealed bids were received in the office of the Willingboro Township Clerk at 10:00 A.M. for the Water Chiller Replacement Project. Two sealed bids were submitted. Both bids were tabulated and are summarized in the attached Table. A third bidder arrived approximately 15 minutes late. He stated that he knew he was late and merely wanted to know the results.

Stockton Mechanical Contractors of Northfield New Jersey submitted the low base bid of \$125,000.00. Mr. Peter Honeyford, the mechanical consultant for the Township has verified the qualifications of the contractor and has checked that the bid is in order. An award of contract would be appropriate.

Considering the options available relative to the alternates bid for a service contract, we recommend that Alternate 1e (Service contract, Second, Third & Forth years) in the amount of \$12,550.00 be included in the award. Additionally, we recommend that Alternate 2 (Restore Concrete sidewalks) also be included. The total amount of the Contract would then be \$140,280.00. This is \$7,983.00 lower than the second low bidder's base bid.

I therefore recommend the award of a contract in the amount of \$140,280.00 to Stockton Mechanical Contractors Inc., 700 Burton Avenue, Northfield, NJ 08225 for the Water Chiller Replacement Project.

Consultant
Kenneth Anderson, PE & LS, PP

Mr. Norton Bonaparte
January 26, 1998
Page 2

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

A handwritten signature in cursive script that reads "Carl A. Turner". The signature is written in black ink and is positioned directly below the company name.

Carl A. Turner, PE (for)
Arnold W. Barnett, PE & LS
Willingboro Township Engineer

CAT/dmg
Enclosures

cc: Rhoda Lichtenstadter, Township Clerk

CARLJANWTRCHREP.DOC (98)

LAWB File Number 97-39-18
 Water Chiller Replacement
 Willingboro Township, New Jersey
 County of Burlington

COST COMPARISON SHEET

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1c	Service Contract, Fourth Year	1	LS	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$3,720.00	\$3,720.00
1d	Service Contract, Second & Third Years	1	LS	\$8,000.00	\$8,000.00	\$9,720.00	\$9,720.00	\$8,830.00	\$8,830.00
1e	Service Contract, Second, Third & Fourth Years	1	LS	\$13,000.00	\$13,000.00	\$13,900.00	\$13,900.00	\$12,550.00	\$12,550.00
2	Restore Concrete Walkways	70	SY	\$45.00	\$3,150.00	\$49.50	\$3,465.00	\$39.00	\$2,730.00

TOWNSHIP OF WILLINGBORO

Resolution 1998-25

A Resolution Appointing a Judge of the Willingboro Township Municipal Court to Fill an Unexpired Term and Providing for Various Professional Appointments.

Whereas, a vacancy exists in the office of Judge of the Willingboro Township Municipal Court due to the resignation of Marie White Bell upon her appointment to the New Jersey Superior Court,

Now Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session on **February 3, 1998**, that **Lester J. Maisto, Jr.**, be and hereby is appointed as Judge of the Willingboro Township Municipal Court to fill the unexpired term of Marie White Bell to February 11, 2000, as provided by law, to be compensated in accordance with the Willingboro Township Salary Ordinance, and

Be It Further Resolved that **Crystal Holmes-Bowie**, is hereby appointed as Assistant Township Solicitor-Assistant Prosecutor, to fill an unexpired term to expire December 31, 1998, to be compensated in accordance with the Willingboro Township Salary Ordinance, and

Be It Further Resolved that **Kim Chapman-Belin**, is hereby appointed as Assistant Township Solicitor for a term to expire December 31, 1998, to be compensated in accordance with the Willingboro Township Salary Ordinance, and

Be It Further Resolved that **Denise A. Kuestner**, is hereby appointed as Assistant Public Defender, to fill an unexpired term to expire December 31, 1998, to be compensated in accordance with the Willingboro Township Salary Ordinance, and


Be It Further Resolved that the foregoing professional appointments are

made in accordance with the provisions of the Local Public Contracts Law and without public bidding as provided by the Local Public Contracts Law, and

Be It Further Resolved that the Mayor and Clerk are hereby authorized to execute the respective Professional Service Agreements on behalf of the Township, and

Be It Further Resolved that notice of the appointments and professional service agreements be published as required by the Local Public Contracts Law, and

Be It Further Resolved that copies of this Resolution shall be provided to those so appointed and to the Honorable Harold B. Wells, III, A.J.S.C., to the Court Administrator of the Willingboro Municipal Court and to the Township Chief Financial Officer for their information and attention.


Doreatha D. Campbell
Mayor

Certified to be a true copy of the Resolution duly adopted by the Willingboro Township Council at a public meeting held on February 3, 1998.


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998- 26

RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing an increase in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$269,543.50.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 3rd day of February 1998, that the amount of deferred regional school taxes be increased to \$8,111,092.50


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtensztdter, RMC
Township Clerk

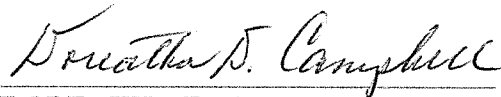
RESOLUTION NO. 1998-27
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

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;

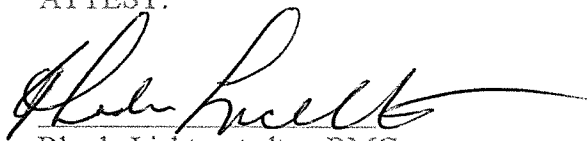
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of February, 1998, that refunds be made as per the attached schedule; and

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



DOREATHA D. CAMPBELL
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

1/15/98

MARY WIGNIORE EXECUTRIX FOR THE ESTATE OF JEREMIAH QUIGLEY 80 EAST RATTLING RUN ROAD MICKLETON, NEW JERSEY 08056 BLOCK 204 LOT 33 31 BROOKLAWN DRIVE OVERPAYMENT TAXES	\$37.08
WON GATEWARD 11 EDEN ROCK LANE BLOCK 843 LOT 8 11 EDEN ROCK LANE SENIOR CITIZEN DEDUCTION	250.00
KENNETH SULLIVAN 27 EMPIRE LANE BLOCK 813 LOT 18 27 EMPIRE LANE VETERAN DEDUCTION	50.00
JOHN SIMMONS 45 CLUB HOUSE DRIVE BLOCK 408 LOT 24 45 CLUB HOUSE DRIVE SENIOR CITIZEN DEDUCTION	200.00

RESOLUTION NO. 1998 - 28

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 3rd day of Feb. 1998, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.


DOREATHA D. CAMPBELL
MAYOR

ATTEST


Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO: Norton N. Bonaparte, Township Manager
 Rhoda Lichtenstadter
 FROM: Leonard Mason
 DATE: February 3, 1998
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$8,282.00 for the time period of November 11, 1997 thru February 3, 1998.

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

<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
<u>GRASS CUTTING</u>			
45 Eddington	814-20	\$ 80.00	Also rake leaves
64 Eastern La	829-7	\$ 80.00	" " "
8 Peartree	307-3	\$ 80.00	" " "
48 Ember	833-75	\$ 80.00	Also rem branches
58 Barrington	242-18	\$ 95.00	Also clean up prop

6 Hall	603-14	\$ 140.00	Rake leaves; clean prop
22 Bucknell	222-10	\$ 250.00	Remove Tr & Debris
42 Gilman	734-21	\$ 140.00	Remove TR & Debris
45 Henderson	620-22	\$ 1445.00	Repl furnace
5 Royal Ct	904-5	\$ 3790.00	Ext rprs & paint
5 Royal Ct	904-5	\$ 782.00	Repl Roof
12 Pensdale	301-4	\$ 80.00	2nd treatment for rat infestation
16 Pensdale	301-5	\$ 80.00	" " "
83 Melbourne	541-6	\$ 1480.00	Repl furnace
52 Hampshire	606-14	\$ 95.00	Board picture window
TOTAL		\$ 8282.00	

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

Leonard Mason

RESOLUTION NO. 1998 - 30

A RESOLUTION FOR A SPECIAL PROJECTS
GRANT FROM BURLINGTON COUNTY CULTURAL
AND HERITAGE COMMISSION FOR JAZZ FESTIVAL.

WHEREAS, the Willingboro Township Council desires to seek a Special
Project Grant, in the amount of \$3,500, from the Burlington County Cultural
and Heritage Commission under the New Jersey State Council on the Arts
Department of State:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 3rd day of February,
1998, that the Finance Director and Superintendent of Recreation are hereby
Authorized and directed to process said application on behalf of the Township and to
execute all necessary documentation in connection with said application.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO RECREATION DEPARTMENT

To
Council
for
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Memorandum

DATE: January 28, 1998

To: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER

From: HARRY W. McFARLAND

Subject: 1998 SUBGRANTEE AGREEMENT--JAZZ FESTIVAL

Attached are five (5) copies of our 1998 Subgrantee Agreement for the Jazz Festival held in August 1997. Please have the Township Clerk obtain the appropriate signatures and seals, then return to our department to be forwarded with other materials.

We need to have completed information by Wednesday, February 11, so we can submit the completed packet as required. Thank you.


Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/jc
att:5

John F. Kennedy Building 429 J. F. Kennedy Way Willingboro, NJ 08046

Phone: 609-871-5700

Fax: 609-871-6990

Copy ✓

Res. #778 12/10/97

NOTICE: The SUBGRANTEE named in this agreement must indicate below satisfaction of the following conditions:

- _____ signatures and corporate seal
- _____ certificate(s) of insurance in accordance with Paragraph 9
- _____ compliance with nondiscrimination/affirmative action provision of Paragraph 22

* * * * *

NEW JERSEY STATE COUNCIL ON THE ARTS
 1997-1998 BURLINGTON COUNTY BLOCK GRANT PROGRAM
 SUBGRANTEE AGREEMENT

SUBGRANTEE: Willingboro Township Recreation Department
 SUBGRANT AMOUNT: \$3,500.00
 ACTIVITIES: Jazz Festival

THIS AGREEMENT is made and entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, a body politic and corporate of the State of New Jersey, with administrative offices at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter, the "Board"), and the SUBGRANTEE named above.

WITNESSETH:

WHEREAS, the Board has been awarded grant funds from the New Jersey State Council on the Arts ("NJSCOA"), which funds are to be used for the support of local arts development through subgrants to local organizations, grantee-sponsored projects and services and professional administration in accordance with the Board's application for block grant funds and supplemental application; and

WHEREAS, the Board has executed a grant agreement with NJSCOA, effective for the period July 1, 1997 through June 30, 1998; and

WHEREAS, the SUBGRANTEE has proposed to conduct the programs or activities described above for Burlington County residents, which programs or activities are believed to be consistent with the purposes of the NJSCOA's grant to the Board; and

WHEREAS, the Board believes that the SUBGRANTEE'S programs or activities are beneficial to Burlington County residents and that awarding a subgrant to the SUBGRANTEE is in

the public interest;

NOW, THEREFORE, in consideration of the benefits accruing to each, the parties hereto agree as follows:

1. This Agreement shall be effective upon execution hereof by both parties and Board approval of all documents required to be submitted by the SUBGRANTEE.

2. The SUBGRANTEE shall perform the programs or activities described on page 1, in accordance with its proposal to the Board, during the period July 1, 1997 through June 30, 1998. The SUBGRANTEE shall abide by the terms and conditions specified in the grant agreement between the NJSCOA and the Board applicable to the SUBGRANTEE. It shall be the SUBGRANTEE's responsibility to ensure its compliance therewith and its failure to do so shall constitute grounds for termination of this agreement and forfeiture of grant monies. In addition, the Board shall be entitled to demand repayment of grant monies paid to the SUBGRANTEE if it determines that the SUBGRANTEE has failed to comply therewith.

3. For the performance of the programs or activities by the SUBGRANTEE the Board agrees to award to the SUBGRANTEE the amount stated above from the grant funds awarded to the Board.

4. The SUBGRANTEE shall be entitled to payment on a reimbursement basis in accordance with the Board's practices. The SUBGRANTEE shall be responsible for submitting completed County voucher forms and other required documentation. Each application for payment shall be accompanied by a written report detailing the costs incurred for which reimbursement is sought. The SUBGRANTEE's reports shall be in the form and submitted within the time period specified by the Board's Cultural and Heritage Department. The SUBGRANTEE shall not be entitled to reimbursement for SUBGRANTEE costs which are reimbursed by any other person, agency or instrumentality.

5. The SUBGRANTEE shall maintain accurate and descriptive records pertaining to the performance of the programs or activities and expenditures made pursuant to them and shall make all of its records pertaining to the programs or activities available to authorized representatives of the Board and the NJSCOA to enable review of the SUBGRANTEE's programs or activities and its expenditure of funds awarded pursuant to this Agreement. The SUBGRANTEE shall maintain its records pertaining to the performance of the programs or activities funded pursuant to this Agreement for not less than three (3) years after July 30, 1998 or after completion of any audit or litigation of claims arising from the SUBGRANTEE's performance of the programs or activities, whichever is later. Notwithstanding the foregoing, if any law applicable to the SUBGRANTEE or its programs or

activities requires record retention for a period longer than three years, the SUBGRANTEE shall comply therewith. In the event the SUBGRANTEE ceases to operate within the above-described period it shall surrender its records regarding the programs or activities funded pursuant to this agreement to the Board.

6. The Burlington County Treasurer shall be entitled to review and/or evaluate the SUBGRANTEE's administration, fiscal policies, personnel policies and resource utilization, but nothing herein shall obligate it to do so. The SUBGRANTEE shall utilize generally accepted accounting practices to accurately record and report its expenditure of funds awarded hereunder.

7. The Board shall be entitled to monitor the SUBGRANTEE to assess the benefit to the community of the SUBGRANTEE's programs or activities.

8. The SUBGRANTEE shall be solely responsible for and shall keep, save and hold harmless the Board, its officers, servants, agents and employees, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses incurred or suffered on account of injury or loss of life or loss of property of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the SUBGRANTEE, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to this Agreement or the failure of the SUBGRANTEE, its employees, agents, servants or subcontractors to comply with any term or condition of this Agreement. The SUBGRANTEE's liability under this Agreement shall continue after termination hereof with respect to any liability, loss, expense or damage resulting from acts or omissions by the SUBGRANTEE, its employees, agents, servants or subcontractors occurring prior to termination.

9. The SUBGRANTEE shall secure and maintain the following insurance coverage during the term of this Agreement:

a. all statutory workers compensation and employer liability coverage required to be held by law;

b. comprehensive, all risks general liability coverage for personal injury and property damage liability of not less than \$1,000,000.00 for each occurrence and \$1,000,000.00 annual aggregate, and

c. automobile bodily injury and property damage liability coverage of not less than \$1,000,000.00 combined single limit.

10. Within ten (10) days of its execution of this Agreement the SUBGRANTEE shall provide the Board with copies of

all policies required by Paragraph 9 or certificates of insurance evidencing that said insurance is and will be in effect during the term July 1, 1997 to June 30, 1998.

11. In its advertising, promotional materials and written matter the SUBGRANTEE shall not state or imply that its programs and/or activities are "sponsored" or "co-sponsored" by the NJSCOA without the express, written consent of the NJSCOA. In addition, the SUBGRANTEE shall neither state nor imply that it received funds directly from the NJSCOA; rather, it shall utilize the following language unless the SUBGRANTEE secures Board approval to use alternate language: **"Funding has been made possible in part by the New Jersey State Council on the Arts/Department of State from a grant to the Cultural and Heritage Department of Burlington County."** SUBGRANTEE shall also comply with such additional directives and instructions from the Board pertaining to advertisements concerning the source of grant funds. All advertising mentioning the Board or the County Cultural and Heritage Department other than as provided herein must be approved by the Board in advance of its use.

12. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, and in the procurement, manufacture, assembling or furnishing of any materials, equipment, supplies or services to be provided hereunder SUBGRANTEE and all persons acting on its behalf shall not intimidate or discriminate against any employee or applicant for employment who is available and qualified to perform the work to which the employment relates because of age, race, creed, color, national origin, ancestry, marital status, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

13. SUBGRANTEE agrees to take affirmative action to ensure that 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, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war. This agreement to not intimidate and discriminate includes, but is not limited to 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. SUBGRANTEE agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

14. SUBGRANTEE agrees to state in all solicitations or advertisements for employees placed by or on behalf of SUBGRANTEE

that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, atypical hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

15. SUBGRANTEE agrees to send a notice advising of the commitments made in paragraphs 12, 13 and 14 to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding and to post copies of the notice in conspicuous places available to employees and applicants for employment.

Note: The next four paragraphs apply to all providers who are not performing under an existing federally approved or sanctioned affirmative action program and who have employees or who hire employees to operate the programs or activities to be funded pursuant to this agreement. Both the preceding and following nondiscrimination provisions apply to any subcontractors which SUBGRANTEE might retain.

16. SUBGRANTEE agrees to comply with P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.) as amended and supplemented from time to time, and all regulations promulgated pursuant thereto which are currently codified at N.J.A.C. 17:27. SUBGRANTEE agrees to comply with all regulations promulgated pursuant to N.J.S.A. 10:5-36. SUBGRANTEE's failure to comply with these laws and regulations shall be grounds for termination of this agreement.

17. SUBGRANTEE agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated pursuant to P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.), 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 State Treasurer pursuant to N.J.S.A. 10:5-36.

18. SUBGRANTEE agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

19. SUBGRANTEE 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 applicable federal law and federal court decisions.

20. SUBGRANTEE 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, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war and to 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.

21. SUBGRANTEE and the Board agree to furnish such reports or other documents to the State Affirmative Action office as it may request from time to time in order to carry out the purposes of these regulations and for conducting a compliance investigation pursuant to subchapter 10 of N.J.A.C. 17:27.

22. SUBGRANTEE shall not be entitled to payment for services performed pursuant to this agreement unless it has submitted to the County Solicitor either evidence that SUBGRANTEE is operating under an existing federally approved or sanctioned affirmative action program or a Certificate of Employee Information Report Approval. If SUBGRANTEE cannot produce such evidence or Certificate it shall complete an Employee Information Report (Form AA 302). SUBGRANTEE may secure a copy of this form from the County of Burlington, Division of Purchase, New Jersey Affirmative Action office, 49 Rancocas Road, Mt. Holly, NJ 08060. Upon completion thereof, SUBGRANTEE shall transmit the **"Public Agency"** copy of the Employee Information Report to the Burlington County Legal Department, 49 Rancocas Road, Mt. Holly 08060. SUBGRANTEE is to retain the **"Contractor"** copy of the form and transmit the other copies to: **Affirmative Action Office, Department of the Treasury, State of New Jersey, P. O. Box 1829, CN 209, Trenton, NJ 08625-0209.**

23. This contract may be canceled or terminated by the Board and all money due or to become due hereunder may be forfeited for any violation of the above non-discrimination paragraphs which occur after notice to SUBGRANTEE of any prior violation. The Board may also deduct from the amount payable by the Board hereunder a penalty of \$50.00 per day for each person intimidated or discriminated against in violation of the above provisions.

24. SUBGRANTEE shall not limit or restrict access to its programs or activities funded pursuant to this agreement on

the basis of age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

25. The SUBGRANTEE hereby affirms that no person has made or agreed to make on the SUBGRANTEE's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of the SUBGRANTEE as a grant recipient within the two years preceding execution of this Agreement.

26. The SUBGRANTEE shall not assign any portion of its services required to be performed without prior written approval of the Board. All subcontractors shall be bound by and required to comply with all terms and conditions of this Agreement.

27. It is mutually understood and agreed that the SUBGRANTEE is and will be acting and performing as an independent contractor, and not as the Board's agent. The SUBGRANTEE shall not at any time act as agent for the Board except as the Board may expressly authorize in writing. Nothing herein shall be construed to create an employer-employee relationship between the Board and the SUBGRANTEE or between the Board and the SUBGRANTEE's employees or volunteers.

28. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach. Failure of the Board to declare the SUBGRANTEE in breach of this Agreement shall not operate or be deemed to be a waiver thereof.

29. Board approval of or payment to the SUBGRANTEE shall not constitute nor be deemed to be a release of responsibility and liability of the SUBGRANTEE, its employees, associates, agents, consultants and volunteers for the SUBGRANTEE's program, nor shall such approval or payment be deemed to be an assumption of such responsibility by the Board for any defect in the SUBGRANTEE's work or any act or omission by the SUBGRANTEE which is found to be harmful to any person or property.

30. This Agreement may be terminated by either party without cause on thirty (30) days' prior written notice. In addition, the Board shall be entitled to terminate this Agreement without prior notice if it finds that the SUBGRANTEE or its agents have engaged in unethical or illegal conduct or if the SUBGRANTEE fails to operate its program in the manner and consistent with the terms of this Agreement and the grant agreement between the Board and the NJSCOA.

31. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or written matter not contained in this instrument shall have any force or effect, except as provided for herein. This agreement is contingent upon the Board's receipt of the aforementioned grant from the NJSCOA. It shall not be liable for breach of this agreement if the Board does not receive the full amount of such grant.

32. This Agreement shall be governed by and construed in accordance with New Jersey law. 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.

33. This Agreement may only be amended by a writing executed by both parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF BURLINGTON COUNTY

WILLINGBORO TOWNSHIP

Title: _____

Doreatha D. Campbell

Typed Name: Doreatha D. Campbell

Date: _____

Title: Mayor

Witness/
Attest: _____

Attest: *[Signature]*

Karen Chase, Burlington County
Cultural and Heritage Department

wp-misc/cult.her.ags

*Signed
Agreement
in 1978
7/24/98*

RESOLUTION NO. 1998 - 31

A RESOLUTION APPOINTING WILLIAM HALL
TO THE W.M.U.A. FOR A 5 YEAR TERM.

WHEREAS, the term of office of William Hall has expired,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 3rd day of February,
1998, that WILLIAM HALL be re-appointed to a five year term as a member of the
W.M.U.A. from February 3, 1998 to January 31, 2003.

BE IT FURTHER RESOLVED, that a copy of this resolution be
provided to William Hall for his information and attention.



DOREATHA D. CAMPBELL
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 32

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

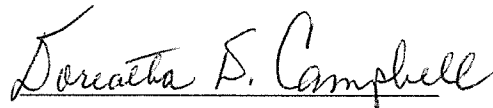
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 2/12, 1998, that an Executive Session closed to the public shall be held on 2/12, 1998, at 9:25 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 33

AWARD OF BID - PUBLIC WORKS - STREET
SWEEPER.

WHEREAS, the Township Council of the Township of Willingboro has requested bids be submitted for a STREET SWEEPER; 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 H.A. DEHART, Thorofare, New Jersey; 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 17th day of February, 1998, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

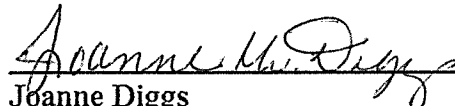
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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

H. A. DEHART, THOROFARE, NEW JERSEY

STREET SWEEPER

The money necessary to fund said contract is in the amount of \$ \$117,889.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number ^{04-0296-APW 106,210.49} 04-0297-AZ 11,678.51 These funds are not being certified as being available for more than one pending contract.



Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

VENDOR# 18703

WILLINGBORO RECREATION DEPARTMENT

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February 13, 1998

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. MCFARLAND
SUBJECT: SWEEPER BID

Bids for the street sweeper were received and opened on February 9. The low bid of \$107,996.00 is not being recommended for acceptance, due to exceptions to the specifications.

I am, however, recommending the bid of H. A. Dehart in the amount of \$117,889.00 be accepted. I will be present at the Council meeting on February 17 to explain my recommendation.

In order to expedite the process, I am requesting that you forward my recommendation to the Township Clerk to have a Resolution prepared prior to discussion. Obviously, if my recommendation is not accepted, a revision of the Resolution would be required.


Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/RLB/pm

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BID OPENING - STREET SWEEPER - February 9, 1998 10:30 a.m.
BIDS OPENED BY: Rhoda Lichtenstadter, Township Clerk
PRESENT: Harry Mc Farland, Rec/PW.
Rep. U.S. Municipal Supply, Rep. H.A. DeHart

	JET VAC INC.	U.S. MUN. SUPPLY	H.A. DEHART
1. Bid Guarantee	none	X	X
2. Certificate of Cons. of Surety	none	X	X
3. Disclosure Statement	X	X	X
4. Non-collusion Affidavit	X	X	X
5. Affirmative Action	X	X	X
6. Any other documents required.			
7. BID PRICE:	\$135,100	\$107,996	\$117,889

ALL NECESSARY DOCUMENTS WERE PROVIDED BY US.MUN. SUPPLY AND DEHART.

JET VAC INC., DID NOT SUPPLY BID GUARANTEE (BOND) OR CONSENT OF SURETY.

EXCEPTIONS: AS NOTED

WILLINGBORO RECREATION DEPARTMENT

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February 13, 1998

*To
Council
for
Discussion
Action*

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
FROM: HARRY W. MCFARLAND
SUBJECT: SWEEPER BID

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In order to expedite the process, I am requesting that you forward my recommendation to the Township Clerk to have a Resolution prepared prior to discussion. Obviously, if my recommendation is not accepted, a revision of the Resolution would be required.


Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/RLB/pm

John F. Kennedy Building 429 J. F. Kennedy Way Willingboro, NJ 08046

Phone: 609-871-5700

Fax: 609-871-6990

WILLINGBORO RECREATION DEPARTMENT

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February 13, 1998

TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER
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Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/RLB/pm

RESOLUTION NO. 1998 - 34

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

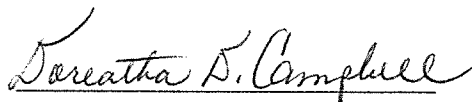
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 2/17, 1998, that an Executive Session closed to the public shall be held on 2/17, 1998, at 8:35 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 35

A RESOLUTION AUTHORIZING AN AGREEMENT
FOR COMMERCIAL DRIVER'S LICENSE TESTING
PROGRAM.

WHEREAS, the need exists for a Commercial Driver's License Testing Program;
and

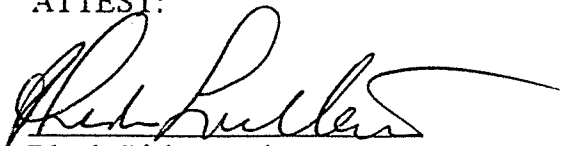
WHEREAS, employees holding CDL'S must be tested annually and a resolution
authorizing an agreement with Reinhardt and Associates is required.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 17th day of February, 1998 as
follows:

1. The Mayor and Clerk are hereby authorized and directed to
execute the attached agreement with Reinhardt and Assoc. in an
amount not to exceed \$1,334.00
2. This contract is awarded without competitive bidding as a
professional service in accordance with N.J.S.A. 40:11-5 (1)(a) of
the Local Public Contracts Law because the services are to be
performed by a person authorized by law to practice a recognized
profession.
3. A notice of this action shall be published once in the Burlington
County Times.


DOREATHA D. CAMPBELL
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Township of Willingboro

Memorandum

To: Norton N. Bonaparte, Jr., Township Manager
From: Denise M. Rose, Deputy Township Manager
Date: February 3, 1998
Re: 1998 Commercial Driver's License Testing Program

The Federal Department of Transportation mandates that employers must implement and maintain a Random Drug and Alcohol Testing program for employees who are required to have a commercial driver's license (CDL).

The Township has utilized the services of Reinhardt and Associates through the Joint Insurance Fund to operate this program for the past three years. Random Testing is performed on a quarterly basis at the Public Works Garage. The regulations require that employees holding CDL's must be tested annually, 50 percent are tested for drug use and 25 percent are tested for alcohol use. Additionally, employees who perform safety sensitive functions in the department are tested. Employees are notified that they will be tested on the morning of the test. The Program provided by Reinhardt also includes mandatory training for supervisors and employees. The program cost \$58 per employee. This year there are 23 full-time employees who must be tested. The total annual cost is \$1,334. This amount is included in the Public Works Streets and Roads 1999 budget.

The Program also provides testing for employees under the following conditions:

1. reasonable suspicion of being under the influence of drugs or alcohol while on the job;
2. post-accident testing, and
3. return-to-work.

Reinhardt and Associates uses the services of several local firms that specialize in Drug and Alcohol Testing Programs including Cooper Healthcare Associates, Prism Occupation Health, Pogue Safety And Health and Zurburgg Occupation Health. Each of these sub-contractors charges the municipality the same amount of money. Pogue has provided on-site services to the Township for the past two years and would continue to provide services.

I have attached a copy of the agreement between the Township and Reinhardt for the CDL Testing Program for Township Council's review and approval. The terms and conditions (except for agreement dates) remain unchanged from last year. I have also attached a copy of the revised policy and procedures governing the program for Council's information.

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

THIS AGREEMENT is made between **REINHART & ASSOCIATES (R&A)**, a professional corporation having its principal place of business at: **800 North Kings Highway, Suite 506, Cherry Hill, NJ 08034** and **TOWNSHIP OF WILLINGBORO**, a **MUNICIPALITY** having its address at **Municipal Complex, Salem Road, Willingboro, NJ 08046** on this date of **December 9, 1997**. The execution date of this agreement will be **January 1, 1998**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain tests will be performed according to regulations established and governed by the Federal and State Department of Transportation (hereinafter referred to as DOT). Both parties agree to assure, to the best of their ability, that services provided or rendered are according to all applicable laws and regulations.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and agreements contained herein, the parties agree as follows:

TOWNSHIP OF WILLINGBORO'S RESPONSIBILITIES:

TOWNSHIP OF WILLINGBORO will maintain a written policy for alcohol and drug testing for CDL holders, and/or other municipal employees and require alcohol and drug testing services as required by 49 CFR 382.401.

TOWNSHIP OF WILLINGBORO will designate a representative and an alternate to whom **R&A** will report test results and discuss or report other information.

TOWNSHIP OF WILLINGBORO represents that the means of obtaining results from **R&A** (including, but not limited to, electronic or computer transmission, facsimile transmission, or written communications) will assure that the results and other information remain secure and confidential with distribution of or access to such information to **TOWNSHIP OF WILLINGBORO** officials with a business need for the information only.

TOWNSHIP OF WILLINGBORO acknowledges that necessary verification procedures may be dependent upon cooperation by **TOWNSHIP OF WILLINGBORO** representatives, tested individuals, and/or personal physicians and/or health care providers that may process vital medical history information.

TOWNSHIP OF WILLINGBORO acknowledges that alcohol test results greater than or equal to 0.04 or positive drug test results reported by **R&A** do not indicate that a tested individual is an alcoholic or an addict respectively.

TOWNSHIP OF WILLINGBORO must notify **R&A** of any additions and/or deletions within 10 working days of municipal random selection pool(s) and/or other municipal employees as required for the CDL Pool for safety sensitive employees.

R&A RESPONSIBILITIES:

R&A will provide an alcohol and controlled substances program serviced to CDL drivers to be in compliance with 49 CFR 382 and 49 CFR 40.

SCOPE OF SERVICES

- A. Policy revision and updating as needed with new regulations or adaptations to circumstances. Provide a generic policy if **TOWNSHIP OF WILLINGBORO** does not already have one.
- B. Supervisor, designated employer representative and custodian of records meetings for refresher training and updating on regulatory changes; once in the Spring of 1998; and once in Fall 1998.
- C. Education and training/orientation for new or not previously trained CDL holders.
- D. Supervisor Training for new or not previously trained supervisors.
- E. Computerized random drug and alcohol testing selection of CDL holders with employer notification.
- F. On-site collection of HHS-5 Controlled Substances Testing by DHHS certified Laboratory including certified Medical Review Officer (MRO):
 - 1. reasonable suspicion
 - 2. post-accident
 - 3. return-to-duty
 - 4. random testing (50%)
- G. On-site Breath Alcohol testing with approved Evidential Breath Tester (Operated by certified Breath Alcohol Technicians):
 - 1. reasonable suspicion
 - 2. post-accident
 - 3. return-to-duty
 - 4. random testing (25%)
- H. 1/4 of the CDL holders will be tested each quarter starting January 1, 1998 for alcohol and/or drugs.
- I. Quarterly and Annual Alcohol and Controlled Substances Report
- J. Quality Assurance for the Employer (Assure that facilities and certified personnel are adequate for the performance of testing services to be provided).
- K. We will assure that blind specimen testing for quality assurance purposes is complete.

- L. Verify that a secure location with controlled access is maintained of all dated records, information and notifications, and other records to be identified by individual as required by 49 CFR 382.401. Preparation and Maintenance and Controlled Substances Report Program Records in compliance with DOT laws.
- M. A quarterly status report listing number of participants and a breakdown of the number of employees tested for drugs and alcohol.
- N. Maintain the list of **TOWNSHIP OF WILLINGBORO'S** participates in the CDL Program as provided by the **TOWNSHIP OF WILLINGBORO**.
- O. Invoice the **TOWNSHIP OF WILLINGBORO** based on the number of participants.

R&A will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit **R&A** from releasing, to **TOWNSHIP OF WILLINGBORO**, its agents or to the officials of the DOT operating agency or any state or local officials with regulatory authority over the testing program, individual test results or from releasing individual test results, or related information to comply with requests resulting from legal action including, but not limited to, unemployment hearings, workers' compensation hearing, or other legal hearings, initiated by the tested individual.

FEE SCHEDULE

Fees for services provided by **R&A** to **TOWNSHIP OF WILLINGBORO** will be in accordance with this agreement.

TOWNSHIP OF WILLINGBORO agrees to pay **R&A** the sum of \$58.00 per CDL holder or other participants.

R&A will invoice **TOWNSHIP OF WILLINGBORO** upon the signing and return of this agreement and before services are provided. Payment terms are net thirty (30) days after the day of any invoice.

TOWNSHIP OF WILLINGBORO will further reimburse **R&A** reasonable administrative, copying, and shipping charges for special requests for records, results or other such information.

TOWNSHIP OF WILLINGBORO may authorize **R&A** to request specific information and to order additional tests as necessary or appropriate related to drug and alcohol tests performed on **TOWNSHIP OF WILLINGBORO** CDL holders: **TOWNSHIP OF WILLINGBORO** agrees to pay for additional costs and charges related to such information, requests and/or additional tests performed.

R&A will make available to **TOWNSHIP OF WILLINGBORO** and at reasonable expense for copying and shipping charges, all records related to alcohol and drug testing performed by **R&A** for **TOWNSHIP OF WILLINGBORO** except records containing confidential medical information within two business days of notification by **TOWNSHIP OF WILLINGBORO** of such requests.

Reporting of results to **TOWNSHIP OF WILLINGBORO** by **R&A**, if applicable, will be by facsimile transmission, electronic transmission or first class US mail: in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

FEE CHANGES

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this agreement there is a significant change in the requirements of R&A, or other services covered under this agreement as a result of regulatory changes or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

GENERAL TERMS AND CONDITIONS:

TERM

This agreement shall be in effect from the date of execution and be in effect for a period of one year, expiration date being 12:01 a.m., January 1, 1999. The responsibilities and obligations and liabilities shall survive the term of this agreement.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR COMPANY POLICY AND PROGRAM

The parties understand and agree that R&A does not make employee decisions for employer such as hiring of applicants, termination, discipline, or retention of any employee or former employee, and that TOWNSHIP OF WILLINGBORO has sole responsibility for all such decisions.

SEVERABILITY

If any provision of this agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid enforceable substitute provision which is similar in effect to the deleted provision as possible. The remaining portion of the agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or enforceable goes to the essence of this agreement. Either party has the right to terminate this contract for any reason whatsoever, upon 100 business days notice by the terminating party.

FORCE MAJEURE

In no event shall R&A have any responsibility or liability to TOWNSHIP OF WILLINGBORO for any failure or delay in performance by R&A which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of R&A. Such causes and circumstances shall include but are not limited to acts of God, acts of TOWNSHIP OF

WILLINGBORO, acts, rules, or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **R&A's** reasonable control.

INDEMNIFICATION

TOWNSHIP OF WILLINGBORO shall indemnify, defend and hold harmless **R&A**, **R&A's** directors, officers, agents, and employees, and each one of them, from and against any and all claims, suits and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **TOWNSHIP OF WILLINGBORO**, arising out of or in any way related to services provided by **R&A** under this agreement, related to negligent, fraudulent, or illegal; action of omission of **TOWNSHIP OF WILLINGBORO** or **TOWNSHIP OF WILLINGBORO's** employees agents or related personnel. **TOWNSHIP OF WILLINGBORO** agrees to indemnify and hold harmless **R&A**, its parents, subsidiaries and affiliates from any loss, damage, or claim brought by third parties (including **TOWNSHIP OF WILLINGBORO's** tested individuals) resulting from any willful or negligent act or omission on the part of **TOWNSHIP OF WILLINGBORO** or **TOWNSHIP OF WILLINGBORO's** representatives.

R&A shall indemnify, defend and hold harmless **TOWNSHIP OF WILLINGBORO's** directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **R&A**, its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **R&A** under this agreement. **R&A** agrees to indemnify **TOWNSHIP OF WILLINGBORO** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **R&A** personnel.

GOVERNING LAW

The provisions of this agreement shall be construed, interpreted, and governed by the substantive laws of the State of New Jersey including all matters of construction, validity, and performance but without giving effect to the State of Jersey's choice-or-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **R&A** and **TOWNSHIP OF WILLINGBORO**.

This agreement supersedes all prior agreements, understandings, negotiations or discussions, written or oral, and may be modified only by a written document signed by both **R&A** and **TOWNSHIP OF WILLINGBORO**.

AFFIRMATIVE ACTION

During the performance of this agreement, R&A agrees as follows:

R&A, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. R&A 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, sex, affectional or sexual orientation. 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 section for training, including apprenticeship. R&A 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;

R&A, where applicable will, in all solicitation or advertisements for employees placed by or on behalf of R&A, state and all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, martial status, sex, affectional or sexual orientation;

R&A, 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 R&A's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

R&A, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

R&A 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 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 pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

R&A 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

R&A 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.

R&A 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, sex, affectional or sexual orientation, 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.

R&A shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes 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).

BINDING ON SUCCESSOR AND ASSIGNS

Except as otherwise provided herein, all terms, provisions and conditions of this agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

MODIFICATION

No modification of this agreement shall be valid or binding unless the modification shall be in writing and executed by **TOWNSHIP OF WILLINGBORO** and the Executive Director/Administrator.

WAIVER


No waiver of any term, provision or condition contained in this agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any 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.

PARTIAL INVALIDITY

If any term, provision or condition contained in this agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of the agreement, or the application of such term or provision to persons or circumstances other than those as to which this agreement is invalid or unenforceable, shall not be affected thereby, and each term, previous or condition contained in this agreement shall be valid and enforced to the fullest extent permitted by law provided, however, that no such invalidity shall in any way reduce services to be performed by R&A to **TOWNSHIP OF WILLINGBORO**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

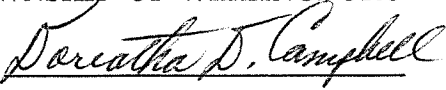
R&A

By: 

Title: PRESIDENT

Date: 12/9/97

TOWNSHIP OF WILLINGBORO

By: 

Title: MAYOR

Date: FEBRUARY 17, 1998

TOWNSHIP OF WILLINGBORO POLICY
AND ADMINISTRATIVE PROCEDURES
DRUG & ALCOHOL TESTING
OF EMPLOYEES REQUIRED TO MAINTAIN A
COMMERCIAL DRIVER'S LICENSE (CDL) OR WHO PERFORM SAFETY SENSITIVE
FUNCTIONS IN THE DEPARTMENTS OF PUBLIC WORKS AND RECREATION

1. **POLICY**

It is the policy of the Township of Willingboro to maintain a drug free workplace in accordance with the Omnibus Transportation Employee Testing Act of 1991.

As a public employer, the Willingboro is committed to operating in the safest and most efficient manner possible. As a responsible employer, we are committed to promoting the safety and welfare of our employees. The problem of drug and alcohol abuse in our society is a potential threat to those objectives, endangering not only the motoring public, but also the personal lives of our employees.

In order for the Willingboro to meet our commitments to the public and our employees, it is essential that we operate in an alcohol and drug free environment and that our employees be free from the effects of alcohol and other mind altering drugs. It is the responsibility of each employee to ensure that he/she is alcohol and drug free in compliance with the requirements outlined in this policy.

The purpose of this document is to implement a drug and alcohol testing program as required by Federal regulations cited below for employees performing safety-sensitive functions which require the employee to maintain a Commercial Driver's License or who may be required to perform safety sensitive functions within the Recreation and Public Works Departments.

II. **AUTHORITY**

This policy was developed in accordance with the following Federal rules and regulations which apply to the Township of Willingboro:

Department of Transportation, Office of the Secretary, 49 CFR Part 40 - Procedures for Transportation Workplace Drug Testing. Final Rule

Department of Transportation, Office of the Secretary 49 CFR Part 382 et al. - Controlled Substances and Alcohol Use and Testing

Moreover, any employment action taken for violation of the provisions of this policy shall be taken in accordance with: (Title I) A, N.J.S.A., Title 4A of the New Jersey Administrative Code), and/or (applicable collective bargaining agreements), and/or (and applicable local disciplinary procedures).

III. **APPLICABILITY**

The following policy shall apply to the Recreation and Public Works Departments in Willingboro.

As a condition of employment, this policy applies to all employees whose job duties include the performance of safety-sensitive functions related to the operation of a commercial motor vehicle, as defined below, for which the employee may be required to maintain a Commercial Driver's License valid in the State of New Jersey. This applies to all employees of the Public Works and Recreation Departments whose job includes such functions on a regular or occasional basis where the employee may have a distinct possibility of performing safety-sensitive functions when on-duty. Safety-Sensitive functions include but are not limited to the operation of Dump Trucks, Lawn Mowers, Wood Chippers, Back Hoes, and Power Tools. It also applies to employees who perform safety-sensitive functions on an intermittent basis, such as a temporary worker.

IV. DEFINITIONS

Alcohol - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use - means the use of any beverage, mixture, or preparation, including any medication, containing alcohol.

Commercial Motor Vehicle - means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

Has a gross vehicle weight rating of 26,001 or more pounds; or

Is designed to transport 16 or more passengers, including the driver; or

Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (USDOT 49 CFR part 172, subpart F).

Controlled Substance - Has the meaning assigned by 21 U.S.C. 812 including substances listed on Schedules I through V as they may be revised from time to time (21 CFR parts 1301-1316), and including those substances defined by N.J.S.A. Title 24 and companion regulations as they may be revised from time to time.

Criminal Drug Statute - Federal or State Criminal Statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Drug" - Interchangeable use with the term "controlled substance". Unless otherwise provided, refers to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines).

Medical Review Officer - Designated Township of Willingboro doctor(s) or contract physician(s) with appropriate medical experience and knowledge of substance abuse conditions, authorized to receive, review and report laboratory drug test results.

On Duty - Any time period (regular work hours, overtime, hourly services), including breaks, during which an employee is required to comply with a directive from a supervisor and the employee may be expected to perform and/or be available to perform a safety-sensitive function.

Perform a Safety-Sensitive Function - any period in which a driver is actually performing, ready to perform, or immediately able to perform any safety-sensitive function.

Positive Alcohol Test - a breath alcohol level of .04 or greater as measured by a breath analysis machine approved for use by the FHWA and appearing on the "Conforming Products List" in Federal Register.

Positive Drug Test - A controlled substance test result reported positive by the laboratory and subsequently confirmed upon review by the medical review officer as evidence of prohibited drug use.

Safety-Sensitive Function - means any on-duty function as follows:

All time at a the public works yard or other property, waiting to be dispatched, unless the employee as been relieved from duty by the supervisor.

All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle. All time spent at the driving controls of a commercial motor vehicle.

All time, other than driving time, spent on or in a commercial motor vehicle. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

All time spent performing the driver requirements associated with an accident.

All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

All time spent operating safety sensitive equipment.

Subject to Duty - Any time period an employee is required to be available to report for duty to perform a safety-sensitive function.

Supervisor or Supervisory Employee - An employee with responsibility for directing the work of other employees, but not a co-worker.

Workplace - Any location, including but not limited to garages, yards, **offices**, field or road sites, whether or not owned or operated by **the Township**, where **official Township** business is conducted or where job duties are performed.

V. PROCEDURES

A. Voluntary Participation in Treatment

Employees in safety-sensitive functions who have drug and/or alcohol abuse problems are encouraged to voluntarily seek treatment. *Treatment may be sought through the employer or independently by the employee without employer involvement.*

Employees may be able to avoid negative consequences regarding their employment by seeking help to correct their substance abuse problem.

B. Prohibited Conduct

As a condition of employment, all covered employees are prohibited from:

1. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.04 or above.
2. Being on duty or operating a commercial motor vehicle while in the possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicine containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
3. Using alcohol while performing safety-sensitive functions.
4. Perfuming safety-sensitive functions within four hours after using alcohol.
5. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
6. Reporting for duty or remaining on duty which may require the performance of safety-sensitive functions when the driver distributes, possesses or uses any controlled substance, except when the

a) Post-offer for Final Applicants

All individuals receiving conditional offers of employment for positions requiring the performance of safety-sensitive functions will be required to undergo testing for controlled substances before final employment is confirmed. This category includes, but is not limited to, new employees, former employees returning to Township service via reemployment lists, interim appointees, and temporary employees.

b) Movement of Current Employees

Current Township employees who are initially assigned or reassigned to a safety-sensitive function in which service has not been rendered for six months or more are required to be tested prior to starting work in the new function. This category includes, but is not limited to, reassignments, temporary or interim appointments, demotions, promotions, transfers, and appointments resulting from a reduction-in-force.

All individuals will be notified of the result of any drug pre-employment test that is positive.

An individual who tests positive for a controlled substance will not be appointed.

2. Post-Accident Testing

Following an accident involving a commercial motor vehicle, employees shall be tested for alcohol and controlled substance use when:

- a) the accident involves the loss of human life; or
- b) the employee receives a citation under State or Local Law for a moving traffic violation arising from the accident.

Such testing shall be done as soon as practicable following the accident provided that:

- a) Under no circumstances shall a post-accident test for alcohol be administered beyond the 8 hour period immediately following the accident; and
- b) Under no circumstances shall a post-accident test for controlled substances be administered beyond the 32 hour period immediately following the accident.

Under this type of testing, employees will be removed immediately from the performance of safety-sensitive functions pending the outcome of the test(s).

3. Random Testing

All employees covered by this policy will be subject to random, unannounced drug and alcohol testing. Selection of employees will be by a method employing a scientifically valid random number generation method and objective, neutral criteria which ensure that every such employee has an equal statistical chance of being selected each time.

All employees will be subject to testing only while on duty, as defined in Section IV herein. The testing frequency level shall be in conformance with the standards established by the Federal Highway Administration and published in the Federal Register on an annual basis.

Employees who test positive for a controlled substance and/or 0.04 or above for alcohol will be removed from safety-sensitive functions. They must not return to duty requiring safety-sensitive functions until they have been evaluated by a substance abuse professional and complied with any treatment recommendations. Drivers who test at an alcohol concentration level of 0.02-0.039 must be removed from safety-sensitive functions for 24 hours.

4. Reasonable Suspicion Testing

a) Alcohol Testing

An on-duty employee shall be required to submit to an alcohol test when the supervisor has reasonable suspicion to believe the employee has violated Section V.B. Prohibited Conduct of this Policy related to alcohol. The supervisor's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

Under no circumstances shall a test for alcohol under these conditions be administered beyond the 8 hour period immediately following the supervisor's determination.

b) Controlled Substance Testing

An on-duty employee shall be required to submit to a test for controlled substances when the supervisor has reasonable suspicion to believe the employee has violated Section V.B. Prohibited Conduct of this Policy related to controlled substances. The supervisor's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances

The required observations for alcohol and/or controlled substances shall be made by a supervisor who has been trained in accordance with Section V. E. of this policy.

In all cases of reasonable suspicion testing, supervisors shall be required to document their observations in a standard manner as adopted in the Department's operating procedures.

Under this type of testing, employees will be removed immediately from the performance of safety-sensitive functions pending the outcome of the test(s).

5. Return-to-Duty Testing

Before a covered employee returns to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by Section V.B. of this policy concerning **alcohol**, the employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Individuals who are given an opportunity for a second alcohol test, as described above, and are still found to have alcohol concentration of 0.02 or greater but less than 0.04, shall be subject to disciplinary action.

Before a covered employee returns to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by Section V.B. of this policy concerning **controlled substances**, the employee must undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use.

6. Follow-up Testing

When an employee is permitted to return to duty requiring the performance of safety-sensitive functions, the employee shall be subject to unannounced follow-up alcohol and/or controlled substances tests at least six (6) times in the first 12 months following the return-to-duty. Additional follow-up testing after the first year shall not exceed 60 months from the date of the employee's return-to-duty. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional.

E. Training

Persons designated to determine whether reasonable suspicion exists to require an employee to undergo testing must receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

F. Confidentiality

Information regarding a medical condition obtained in the course of **drug** and alcohol testing must be treated as a confidential medical record. Such information shall be collected and maintained on separate forms and in medical files separate from the employee's personnel file.

The Laboratory performing drug testing under this policy shall report individual test results to the Medical Review Officer (MRO) only. The results shall not be disclosed by the laboratory to any other person other than to the individual who provided the sample.

The MRO can release controlled substance test results to the employer only after they have been confirmed positive and only after the MRO has made all reasonable efforts to discuss the results with the individual who provided the sample.

Statistical compilations, without individual identifiers, may be made available to the public.

Any individual, who is the subject of a drug test, shall upon written request, have access to any records relating to his/her drug test.

G. Employee Notification

I. **Each Department** shall establish the necessary operational procedures to implement this policy in accordance with the standards established in 49 CFR Parts 383, et al. and provide notice to all covered employees by copy of the policy and an explanation of the procedures prior to implementing any testing procedures.

2. All employees shall receive a copy of the policy and an explanation of the procedures .

Effective: January 1996

Revised: November 7, 1997

RESOLUTION NO. 1998 - 36

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

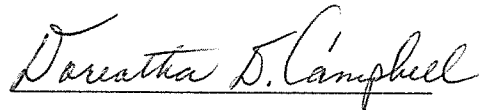
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

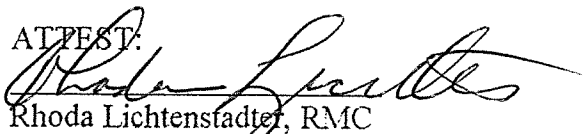
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2-19, 1998, that an Executive Session closed to the public shall be held on 2-19, 1998, at 9:00 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, 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:


Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 1998 - 37

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

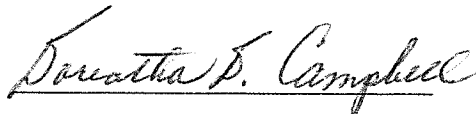
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 2/24, 1998, that an Executive Session closed to the public shall be held on 2/24, 1998, at 7:35 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

Resolution Number 1998-38

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 1998 BASE SALARIES OF CERTAIN POSITIONS.

WHEREAS, the Township Council of the Township of Willingboro, did adopt Ordinance 3-1997 that amended Ordinance 1-1996, which established classifications, ranges and pay grades; and

WHEREAS, Ordinance 3-1997 established salary ranges for executive employees; and

WHEREAS, Ordinance 3-1997 established salary ranges for certain other positions; and

WHEREAS, Ordinance 3-1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open session this 24th day of February, 1998 that the following 1998 base salaries for Executive and Other Positions are hereby established:

Mayor	\$ 7,400
Township Council Member	\$ 6,400
Township Manager	\$78,000
Director of Public Safety	\$77,500
Superintendent of Public Works and Recreation	\$67,267
Director of Finance	\$67,267
Director of Code Enforcement	\$61,545
Deputy Township Manager	\$55,626
Township Solicitor	\$53,750
Township Clerk	\$50,664
Municipal Court Judge	\$33,000
Prosecutor and Assistant Township Solicitor	\$26,979
Township Assessor	\$28,500
Public Defender	\$10,000
Fire Marshall	\$ 9,731
Assistant Fire Official	\$ 4,245
Assistant Prosecutor/Assistant Solicitor	\$ 3,000
Assistant Public Defender	\$ 300 per session
Assistant Solicitor	\$ 2,000
Animal Control Census Person	\$05.15 to \$11.40 per hour

BE IT FURTHER RESOLVED, that the rate for legal fees shall be set at \$125.00 per hour, and

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

ATTESTED


Rhoda Lichtenstadter, RMC


Mayor Doreatha D. Campbell

RESOLUTION NO. 1998 - 39

A RESOLUTION TO CANCEL TAXES THAT
WERE ERRONEOUSLY ASSESSED TO THE
BETHLEM PRODUCTS

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of 1998 taxes that were erroneously assessed on Block 513 Lot 1.1 in the amount of \$2022.71.


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of February, 1998, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54-91.1 and 91.2; and

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




DOREATHA D. CAMPBELL
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC
Township Clerk

WILLINGBORO TOWNSHIP
INTEROFFICE MEMO

DATE: February 24, 1998
TO: Mr. Norton Bonaparte
FROM: Joanne G. Diggs 
SUBJECT: Resolution to cancel taxes

Prior to 1997 there were two blocks and lots for this property. The assessor combined the two and put both assessments on Block 513 Lot 1. We therefore need to cancel the taxes on Block 513 Lot 1.1.

C.Rhoda Lichtenstadter

RESOLUTION TO CANCEL TAXES

WHEREAS, The records of the Tax Collector of the Township of Willingboro indicate the existence of 1998 taxes on Block 513 Lot 1.1 assessed to the Bethlem Products the amount of \$2022.71 that were erroneously assessed;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this _____ day of _____, 1998, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-91.1 and 91.2; and,

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

RESOLUTION NO.1998 - 40

RESOLUTION OF PARTICIPATION
A RESOLUTION APPROVING PARTICIPATION WITH THE
STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES
PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL
JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

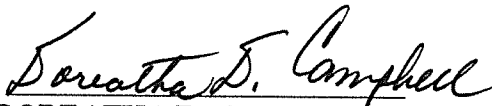
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program; and

WHEREAS, the Willingboro Township Council has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of March, 1998; and

1. As a matter of public policy Willingboro Township wishes to participate to fullest extent possible with the Dept. of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.


DOREATHA D. CAMPBELL
MAYOR

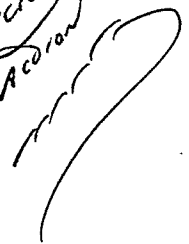
ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

Township of Willingboro

Memorandum

*To
Council
for Action*



To: Norton N. Bonaparte, Jr., Township Manager
From: Denise M. Rose, Deputy Township Manager
Date: February 26, 1998
Re: New Jersey Safe and Secure Communities Program

The New Jersey Division of Criminal Justice is accepting continuation applications for the 1998 funding cycle of the Safe and Secure Communities Act Grant Program.

The Township received its first Safe and Secure Community Grant award in 1994. The funding has been used to support the Township's Community Policing efforts. Specifically it has provided partial funding for the salary of one police officer and an office manager. As in previous years the funding if awarded will be in the amount of \$60,000 to provide partial funding of the positions noted above.

Two copies of the application package with original signatures must be submitted no later than March 9, 1998. I have enclosed copies of the following documents for Township Council review and approval:

1. Township Council Resolution
2. Application Authorization
3. Grant Agreement Certification
4. General Conditions

App\loretta\safe

Township of Willingboro

Memorandum

*To
Council
for Approval*

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App\loretta\safe

NEW JERSEY
SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization to submit application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

Community Policing

at an estimated total project cost of \$ 109,431.

The undersigned agrees upon approval of this project on behalf of the unit of government to comply with the Conditions Applicable to Grants Awarded. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state funds, and that this project will not have a negative impact on the environment.

The undersigned also certifies that the following procedures covering "Civil Rights Compliance," where required, have been undertaken and completed.

Civil Rights Compliance

1. An Equal Employment Opportunity Program (Affirmative Action Plan) covering the employment practices of the implementing agency has been executed and is available for review. Yes No
2. The required certificate indicating existence of a written Equal Employment Opportunity Program has been filed with the Department of Law and Public Safety, Division of Criminal Justice either with this application or with a previously approved application involving the same implementing agency. Yes No

Date certificate filed _____
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction:

1. The prospective grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

2. Where the prospective grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. It is further agreed that this certification shall be obtained from any other supplier of goods or services when the grantee uses funds to purchase equipment under this project.

Drug-Free Workplace

The applicant assures that it will comply with Title V of the Anti-Drug Act of 1988 and regulations promulgated by the Federal government to maintain a drug-free workplace.

Signature: Doreatha D. Campbell

Name: Doreatha D. Campbell

Title: Mayor

Unit of Government: Township Council of the Township of Willingboro

GRANT AGREEMENT
CERTIFICATION

Doreatha D. Campbell _____, being of full age, hereby certifies:

Name
1. I am Mayor of the Township of
Title Willingboro **Name of public or**
private entity receiving grant funds I am submitting this
certification in conjunction with the provision of grant funds in
the amount of 60,000 to Township of
Dollar amount of funds Willingboro **Name of public or**
entity receiving grant funds by the Division of private
Criminal Justice under the Safe and Secure Communities Program.

In making this certification, I understand that the Division of Criminal Justice will rely upon the statements made herein in processing with the provision of the grant funds in question.

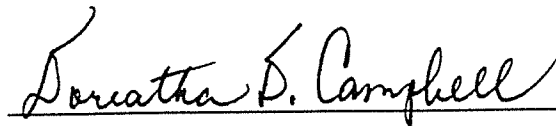
2. I have reviewed the contents of the application which has been submitted by the Township of
Willingboro **Name of public or private entity**
receiving grant funds for such funding and hereby certify that the factual statements and data set forth in the application are true.

3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and activities; and that I have sought and obtained legal advice from the Township of Willingboro legal counsel **Entity receiving funds** as I have considered appropriate or necessary in this regard.

4. I further certify that I will ensure that the
Township of Willingboro _____ will
Name of public or private entity receiving grant funds
utilize the funds being provided by the Division of Criminal
Justice to carry out the programs and activities specifically
described in the application.

5. I further certify that I will ensure that the
Township of Willingboro _____ will, in
Name of public or private entity receiving grant funds
utilizing the funds being provided by the Division of Criminal
Justice, comply with any and all statutory and regulatory
requirements pertaining to the use of such funds.

6. I certify that the foregoing statements made by me
are true. I am aware that if any of the foregoing statements
made by are wilfully false, I am subject to punishment.



Signature

DATED:

Doreatha D. Campbell

Printed name of individual
providing certification.

GENERAL CONDITIONS

- (1) The Grantee assures that State funds made available under the Safe and Secure Communities Act will not be used to supplant Local funds, but will be used to increase the amounts of such funds that would, in the absence of State funds, be made available for law enforcement activities.
- (2) The Grantee assures that it will maintain fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary; that it will keep such records as L&PS shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under the Act.
- (3) The Grantee assures that it will maintain such data and information and submit such reports, in such form, at such times, and containing such information, as L&PS may require.
- (4) The Grantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of the Safe and Secure Communities Act and all other applicable Federal and State laws, regulations, and guidelines.
- (5) The Grantee assures that it will comply with all applicable Federal and State anti-discrimination laws.
- (6) The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to the Division of Criminal Justice.
- (7) The Grantee assures that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et. seq., it will maintain a current plan on file.
- (8) The Grantee assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

- (9) Where activities supported by this grant produce original books, manuals, films or other copyrightable material, the grantee may copyright such, but L&PS reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. L&PS also reserves the right to require the grantee not to publish, and the grantee thereupon shall refrain from publishing, any material, whether copyrightable or not, that L&PS shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Safe and Secure Communities Act and all other applicable Federal and State laws, regulations, and guidelines.

Township of Willingboro

Grantee

Doreatha D. Campbell
Authorized Official

3/3/98
Date

Appendix A

Township of Willingboro

APPLICANT

GRANT APPLICATION -- BUDGET DETAIL

Budget Detail (Estimate)
WHOLE DOLLARS ONLY

				COST BURDEN	STATE SHARE	LOCAL MATCH	PROJECT TOTAL
A. Salaries and Wages							
Position	% of time	Current Annual Salary					
1 Police Officer	100%	46,664	18,768	27,896			
1 Civilian Office Manager		41,232	41,232	-0-			
A-1. Fringe Benefits							
		Sub-Total Salaries		\$ 60,000	\$ 27,896	\$ 87,896	
		Fringe Benefits		\$ -0-	\$ 21,535	\$ 21,535	
		Total Salaries and Wages		\$ 60,000	\$ 49,431	\$ 109,431	

*THE SUBGRANTEE IS RESPONSIBLE FOR ALL COSTS WHICH EXCEED GRANT AWARD.

NEW JERSEY
SAFE AND SECURE COMMUNITIES PROGRAM
CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the
Township Council of the Township of Willingboro held on the
(GOVERNING BODY/BOARD OF FINANCE OF UNIT OF GOVERNMENT)

Third day of March, 1998 and
duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 3rd day of March, 1998

SEAL

[Handwritten Signature]
(SIGNATURE OF CERTIFYING OFFICER)

Township Clerk
(TITLE OF CERTIFYING OFFICER)