RESOLUTION NO. /O/- 1995
A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

- (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on  $AUG_{1}$ , 1995, that an Executive Session closed to the public shall be held on  $AuG_{1}$ , 1995 at G:55p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

PAUL KRANE

MAYOR

Rhoda Lichtenstadter

#### RESOLUTION NO. 102 - 1995

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of August, 1995, as follows:

- 1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theodore E. Evans and Judith Evans, in an amount not to exceed \$75,000.00; and
- 2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
- 3. A notice of this action shall be published once in the Burlington County Times.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTEST

Rhoda Lichtenstadter, RMC

#### PROFESSIONAL SERVICES AGREEMENT

#### between the

#### TOWNSHIP OF WILLINGBORO

#### and

#### THEODORE E. EVANS and JUDITH EVANS

THIS AGREEMENT is made this 10th day of July, 1995, to be effective for the term July 1, 1995 through June 30, 1996, by and between the **Township of Willingboro**, hereinafter referred to as the "Township", and **Theodore E. Evans** and **Judith Evans**, licensed Social Workers, authorized to provide professional services within the State of New Jersey, hereinafter referred to as "Consultant".

#### I. SCOPE OF SERVICES

During the term of this Agreement, the Consultant will provide

- 1. Theodore E. Evans will provide full time clinical counseling services for juveniles on the basis thirty-five [35] hours per week.
- 2. Judith Evans will provide part time clinical counseling services for juveniles on the basis of seven [7] hours per week.
- 3. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
- 4. The specified hours per week may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. Seventy [70] hours shall be allowed for personal leave.
- 5. The focus of the counseling and therapy services should be the juveniles who reside within the Township of Willingboro and who have become involved with the Police Department and who have been or are at risk of being charged with violations which would bring them before the Family Court. Counseling services and therapy shall be provided on a priority basis to individuals who reside within the Township of Willingboro and who are referred by the Willingboro Police Department or by the Willingboro Municipal Court. To the extent that working with the juvenile calls for involvement with the family, that additional interaction may be part of the program. It is not, however, the function of this program to provide a full range of family counseling programs. Individuals and families who need services beyond the scope of the program provided by the Township shall be referred to other sources for those services. Referrals shall not be to a specific individual or agency, but the client shall be provided with information on not less than two sources for those additional services.

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

#### II. TERM OF AGREEMENT

This Agreement shall be for one (1) year commencing July 1, 1995, and ending on June 30, 1996. The Agreement may be renewed upon the mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

#### III. COMPENSATION

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

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

Theodore E. Evans

\$ 52,500 per annum

Judith Evans

\$ 7,500.00 per annum

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

Further deductions from the specified allocation shall be made to cover the actual cost of all salary related benefits, including, but not limited to, pension contributions, social security contributions, unemployment contributions, and costs of worker's compensation coverage.

#### IV. SPECIAL PROVISIONS

- A. The Township will pay, out of the specified appropriation, other expenses as requested by the Consultant and approved by the Township Manager.
- B. The Township will provide the Consultant with office space in the Municipal Complex as designated by the Township Manager. The value of that space shall not be charged against the allocation for the program.
- C. The Township will provide telephone service to the office space used by the consultant for the use of the consultant in conjunction with the program.
- D. The program shall be subject to annual review by the Township Council to determine whether it should be continued. That review shall take place during the annual budget review by the Township Council.

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

#### V. CONSIDERATION

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

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#### VI. NEW JERSEY LAW

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

#### VII. PARTIAL INVALIDITY

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

#### VIII. NO WAIVER

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

#### IX. CAPTIONS

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

#### X. NO ASSIGNMENT

This Agreement shall not be assigned by the Consultant.

#### XI. OWNERSHIP OF RECORDS

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

#### XII. INSURANCE

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

A. Workers Compensation

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

#### B. Errors and Omissions

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

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

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

#### XIII. TERMINATION

This Agreement is for a term of one year, [July 1, 1995 to June 30, 1996]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

#### XIV. EQUAL OPPORTUNITY CLAUSE

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

#### XV. INDEMNIFICATION AND HOLD HARMLESS

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

#### XVI. INDEPENDENT CONTRACTOR STATUS

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

#### XVII. ENTIRE AGREEMENT

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

#### XVIII. NOTICES

Notices under this Agreement shall be sent to:

#### Consultant:

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

#### Township of Willingboro:

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

#### XIX. SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of t' Agreement.

Township of Willingboro

BY: Paul Krane

Mayor

Rhoda Lichtenstadter, RMC

Township Clerk

Theodore E. Evans

Consultant

Judith Evans

#### **RESOLUTION NO.** 103 - 1995

**WHEREAS**, the records of the Tax Collector of the Township of Willingboro indicate the existence of 1995 taxes on Block 501 Lot 46 C100 for \$284.73 and Block 1101 Lot 46 for \$22,873.91 that were erroneously assessed as well as overpayments made in error;

**NOW, THEREFORE BE IT RESOLVED,** by the Township Council of the Township of Willingboro, assembled in public session this 29th day of August, 1995, 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, attention and compliance.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

C. Rhoda

#### WILLINGBORO TOWNSHIP

#### INTEROFFICE MEMO

DATE:

**AUGUST 7, 1995** 

TO:

MR. BONAPARTE <

FROM:

**JOANNE G. DIGGS** 

SUBJECT:

ITEMS FOR COUNCIL AUGUST 29, 1995

#### RESOLUTION TO CANCEL TAXES ON THE FOLLOWING PROPERTIES:

A. Block 501 Lot 46 C100

1995 levy

\$284.73

Henkels & Mccoy

Tenant at JFK moved after 2nd quarter. Taxes are paid through 2nd quarter. This will remove the 3rd and 4th quarters from the receivable balance.

B Block 1101 Lot 46

1995 Levy \$22,873.91

See Assessor's letter attached. This error will result in a loss in 1995 revenue that are still due and payable as follows:

County taxes \$4,442.64

School taxes

9,850.30

Local taxes

8,580.97

# tcwnship of Willingboro

TO:

JOANNE DIGGS, FINANCE DIRECTOR

FROM:

TERRI PAGLIONE, ASSESSOR

DATE:

JULY 14, 1995

SUBJECT:

INCORRECT ASSESSMENT BLOCK: 1110, LOT: 46

An error was discovered with the 1995 assessment for the above referenced property. The assessed value was incorrectly entered in the computer as \$966,000 for a residential dwelling. The correct assessment for Block: 1110, Lot: 46 is \$96,600 building, \$22,400 land, for a total assessed value of \$119,000.

Please update your records with this information. Let me know if there is any additional data you may need.

TP/bo CC;file

#### RESOLUTION NO. 104 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for VanSciver Parkway - Section VII; 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 Meridith Paving Corp., Riverton, N.J.; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of August, 1995, that the bid be accepted in the amount of \$80,939.00 and subject to the approval of the Commissioner of D.O.T., and

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

PAUL KRANE MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

## 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 Meridiah Paving Carp VAN Sciver PKWY See VII

The money necessary to fund said contract is in the amount of 80,939.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0195 VS 40,000 .

OA 0095 - 4RD 40,939. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs

Finance Director

cc: Township Solicitor Township Auditor



More than a Civil Engineering Firm

10 for A color 651 High Street P.O. Box 68 Burlington, NJ 08016

> (609) 387-2800 Fax (609) 387-3009

August 21, 1995

Robert W. Lord, PE & LS, PP

C. Kenneth Anderson, P.E. & L.S. P.P.

Arnold W. Barnett, PE & LS

Raymond L. Worrell, II, PE & LS, PP Members of Township Council Township of Willingboro Municipal Building One Salem Road Willingboro, NJ 08046

Thomas L Miller, PE & PE

Jeffrey S. Richter, PE & PP

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Ashvin G. Patel, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Scott D. Taylor, CLA & PP

L. Gary Zube, LS

Re:

Recommendation of award

VanSciver Parkway, Section VII

Township of Willingboro LAWB file no. 95-39-34

Dear Council Members:

Sealed bids were received on August 21, 1995 at 10:00 am in the Manager's conference room for the Reconstruction of VanSciver Parkway, Section VII. The proposed 1995 State Aid project will reconstruct the final section of VanSciver Parkway, from a point in front of the Memorial Junior High-school to the terminus of VanSciver Parkway at Levitt Parkway.

The bid packages submitted were checked and found to be complete and correct. Based on the attached bid tabulation sheet, we hereby recommend the award of a contract in the amount of Eighty Thousand Nine Hundred Thirty Nine Thousand and 00/100 Dollars (\$80,939.00) to Meredith Paving Corporation, P. O. Box 267, Riverton, NJ 08077.

As is always the case with the award of State Aid projects, the resolution of award should be subject to the approval of the Commissioner of the New Jersey Department of Transportation.

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

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Arnold W. Barnett, PE & LS

Willingboro Township Engineer

AWB:CJB:cjb Enclosure

CC:

Norton N. Bonaparte, Jr., Township Manager

Rhoda Lichtenstadter, Township Clerk

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ENGINEERS ESTIMATE & BID TABULATION VANSCIVER PARKWAY, SECTION VII TOWNSHIP OF WILLINGBORO LAWB FILE NO. 95-39-34		ENGIN ESTIN		MEREDITH P. P. O. B RIVERTON 829-	OX 267 I, NJ 08077			SJA CONSTRI 8004A GREENTI MARLTON 985-	REE COMMONS I, NJ 08053	ARAWAK P 7503 WEYM HAMMONTO 561-	)N, NJ 08037
NO DESCRIPTION	QTY UT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1 MILLING, 0" - 10"	3,600 SY	\$3.50	\$12,600.00	\$3.75	\$13,500.00	\$7.50	\$27,000.00	\$8.00	\$28,800.00	\$5.00	\$18,000.00
2 ROAD MIXED STABILIZATION, HYDRATED LIME, IAWD	3,600 SY	\$5.25	\$18,900.00	\$3.70	\$13,320.00	\$3.00	\$10,800.00		\$14,400.00	\$1.00	\$3,600.00
3 CONCRETE CURB	240 LF	\$18.00	\$4,320.00	\$15.00	\$3,600.00	\$11.00	\$2,640.00	\$15.00	\$3,600.00	\$22.50	\$5,400.00
4 RECONSTRUCT 6" R. C. DRIVE APRONS	40 SY	\$45.00	\$1,800.00	\$60.00	\$2,400.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$66.00	\$2,640.00
5 CONSTRUCT CONCRETE HANDICAPPED RAMPS	40 SY	\$40.00	\$1,600.00	\$60.00	\$2,400.00	\$38.00	\$1,520.00	\$35.00	\$1,400.00		\$1,700.00
6 BIT. STAB. BASE COURSE, MIX I-2, 5" THICK	3,020 SY	\$9.00	\$27,180.00	\$10.00	\$30,200.00	\$8.15	\$24,613.00	\$8.50	\$25,670.00	\$11.20	\$33,824.00
7 BIT. CONC. SURFACE COURSE, MIX I-5, 2" THICK	3,600 SY	\$3.75	\$13,500.00	\$4.00	\$14,400.00	\$3.35	\$12,060.00	\$4.50	\$16,200.00	\$5.00	\$18,000.00
8 TRAFFIC STRIPES, 4" WIDE	1,676 LF	\$0.25	\$419.00	\$0.25	\$419.00	\$0.25	\$419.00	\$0.25	\$419.00	\$0.25	\$419.00
9 TRAFFIC SYMBOLS	5 UT	\$100.00	\$500.00	\$100.00	\$500.00	\$50.00	\$250.00	\$30.00	\$150.00	\$50.00	\$250.00
10 ROADWAY EXCAVATION, EARTH, IAWD	1 CY	\$25.00	\$25.00	\$100.00	\$100.00	\$22.00	\$22.00	\$100.00	\$100.00	\$50.00	\$50.00
11 DENSE GRADED AGGREGATE, VARIABLE THICKNESS	1 CY	\$25.00	\$25.00	\$100.00	\$100.00	\$32.00	\$32.00	\$100.00	\$100.00	\$50.00	\$50.00
			\$80,869.00		\$80,939.00		\$80,956.00		\$92,439.00		\$83,933.00



More than a Civil Engineering Firm

(609) 387-2800 Fax (609) 387-3009

August 21, 1995

Robert W. Lord, PE & LS, PP

C. Kenneth Anderson, PE & LS, PP

Arnold W. Barnett, PE & LS

Raymond L. Worrell, II, PE & LS, PP Members of Township Council Township of Willingboro Municipal Building One Salem Road Willingboro, NJ 08046

OFFICE UF THE TOWESHIP CLERK WILLINGBOHO, NEW JEHSEY

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

Re:

Recommendation of award

VanSciver Parkway, Section VII

Township of Willingboro LAWB file no. 95-39-34

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

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Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Scott D. Taylor, CLA & PP L. Gary Zube, LS

Dear Council Members:

Sealed bids were received on August 21, 1995 at 10:00 am in the Manager's conference room for the Reconstruction of VanSciver Parkway, Section VII. The proposed 1995 State Aid project will reconstruct the final section of VanSciver Parkway, from a point in front of the Memorial Junior High-school to the terminus of VanSciver Parkway at Levitt Parkway.

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As is always the case with the award of State Aid projects, the resolution of award should be subject to the approval of the Commissioner of the New Jersey Department of Transportation.

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

Very truly yours,

LORDANDERSON, WORRELL, & BARNETT, INC.

Arnold W. Barnett, PE & LS Willingboro Township Engineer

AWB:CJB:cib Enclosure

cc:

Norton N. Bonaparte, Jr., Township Manager

Rhoda Lichtenstadter, Township Clerk

F:\USR\ARNOLD\AUG\VS7AWARD.G21

ARAWAK PAVING CO 7503 WEYMON TH ROAD HAMMONTON, M. 68037 561-1100	AMOUNT	\$18,000.00	\$3,600.00	\$5,400.00	\$2,640.00	\$1,700.00	\$33,824.00	\$18,000.00	\$419.00	\$250.00	\$50.00	\$50.00	\$83,933.00
ARAWAK I SM3 WEYYM HAMMONTI SM1	PRICE	\$5.00	\$1.00	\$22.50	\$66.00	\$42.50	\$11.20	\$5.00	\$0.25	\$50.00	\$50.00	\$50.00	
ICTION, INC. EE COMMONS NJ 08053 400	AMOUNT	\$28,800.00	\$14,400.00	\$3,600.00	\$1,600.00	\$1,400.00	\$25,670.00	\$16,200.00	\$419.00	\$150.00	\$100.00	\$100.00	\$92,439.00
SJA CONSTRUCTION, INC. 8004A GREENTREE COMMONS MARLTON, NJ 08053 985-3400	PRICE	\$8.00	\$4.00	\$15.00	\$40.00	\$35.00	\$8.50	\$4.50	\$0.25	\$30.00	\$100.00	\$100.00	
IY SEAL, DK STREET BY NJ 06037 23.5	AMOUNT	\$27,000.00	\$10,800.00	\$2,640.00	\$1,600.00	\$1,520.00	\$24,613.00	\$12,060.00	\$419.00	\$250.00	\$22.00	\$32.00	\$80,956.00
SHORE SLIRKY SEAL INC SELECTREMENT HAMMONTON NI 16637 561-2215	PRICE	87.50	\$3.00	\$11.00	\$40.00	\$38.00	\$8.15	\$3.35	\$0.25	\$50.00	\$22.00	\$32.00	
TH PAVING CORP.  O. BOX 267  XTON, NJ 08077  829-4343	AMOUNT	\$13,500.00	\$13,320.00	\$3,600.00	\$2,400.00	\$2,400.00	\$30,200.00	\$14,400.00	\$419.00	\$500.00	\$100.00	\$100.00	\$80,939.00
MEREDITH PAVII P. O. BOX 2 RIVERTON, NJ 829-4343	PRICE	\$3.75	\$3.70	\$15.00	. \$60.00	\$60.00	\$10.00	\$4.00	\$0.25	\$100.00	\$100.00	\$100.00	
	UNT	2,600.00	8,900.00	4,320.00	1,800.00	1,600.00	7,180.00	3,500.00	\$419.00	\$500.00	\$25.00	\$25.00	0,869.00

ENGINEERS ESTIMATE & BID TABULATION VANSCIVER PARKWAY, SECTION VII TOWNSHIP OF WILLINGBORO LAWB FILE NO. 95-39-34		. ENGINEERS ESTIMATE .		MEREDITH PAVING CORP. P. O. BOX 267 RIVERTON, NJ 08077 829-4343		SHORE SLURRY SEAL, INC 583 13TH STREET HAMMONTON, NJ 198037 561-2215		SJA CONSTRUCTION, INC. 8004A GREENTREE COMMONS MARLTON, NJ 08053 985-3400		ARAWAK PAVING CO 7503 WEYMOUTH ROAD HAMMONTON NJ 08037 561-4100	
NO DESCRIPTION	QTY UT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
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2 ROAD MIXED STABILIZATION, HYDRATED LIME, IAWD	3,600 SY	\$5.25	\$18,900.00	\$3.70	\$13,320.00	\$3.00	\$10,800.00	\$4.00	\$14,400.00	\$1.00	\$3,600.00
3 CONCRETE CURB	240 LF	\$18.00	\$4,320.00	\$15.00	\$3,600.00	\$11.00	\$2,640.00	\$15.00	\$3,600.00	\$22.50	\$5,400.00
4 RECONSTRUCT 6" R. C. DRIVE APRONS	40 SY	\$45.00	\$1,800.00	\$60.00	\$2,400.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$66.00	\$2,640.00
5 CONSTRUCT CONCRETE HANDICAPPED RAMPS	40 SY	\$40.00	\$1,600.00	\$60.00	\$2,400.00	\$38.00	\$1,520.00	\$35.00	\$1,400.00	\$42.50	\$1,700.00
6 BIT. STAB. BASE COURSE, MIX I-2, 5" THICK	3,020 SY	\$9.00	\$27,180.00	\$10.00	\$30,200.00	\$8.15	\$24,613.00	\$8.50	\$25,670.00	\$11.20	\$33,824.00
7 BIT. CONC. SURFACE COURSE, MIX I-5, 2" THICK	3,600 SY	\$3.75	\$13,500.00	\$4.00	\$14,400.00	\$3.35	\$12,060.00	\$4.50	\$16,200.00	\$5.00	\$18,000.00
8 TRAFFIC STRIPES, 4" WIDE	1,676 LF	\$0.25	\$419.00	\$0.25	<b>\$</b> 419.00	\$0.25	\$419.00	\$0.25	\$419.00	\$0.25	\$419.00
9 TRAFFIC SYMBOLS	5 UT	\$100.00	\$500.00	\$100.00	\$500.00	\$50.00	\$250.00	\$30.00	\$150.00	\$50.00	\$250.00
10 ROADWAY EXCAVATION, EARTH, IAWD	1 CY	\$25.00	\$25.00	\$100.00	\$100.00	\$22.00	\$22.00	\$100.00	\$100.00	\$50.00	\$50.00
11 DENSE GRADED AGGREGATE, VARIABLE THICKNESS	1 CY	\$25.00	\$25.00	\$100.00	\$100.00	\$32.00	\$32.00	\$100.00	\$100.00	\$50.00	\$50.00
			\$80,869.00		\$80,939.00		\$80,956.00		\$92,439.00		\$83,933.00

#### **RESOLUTION NO. 105 - 1995**

WHEREAS, the need exists for Engineering and Inspection services relative to 1995 Capital Improvement Projects; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of August, 1995, as follows:

- 1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Arnold W. Barnett, of the firm of Lord, Anderson, Worrell and Barnett, in an amount not to exceed \$350,000.
- 2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to proactice a recognized profession.
- 3. A notice of this action shall be published once in the Burlington County Times.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTESZE:

Rhoda Lichtenstadter, RMC



More than a Civil Engineering Firm

Loupel Adjoin

651 High Street P.O. Box 68 Burlington, NJ 08016

> (609) 387-2800 Fax (609) 387-3009

August 22, 1995

Robert W. Lord, PE & LS, PP

C. Kenneth Anderson, PE & LS, PP

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

Arnold W. Barnett, PE & LS

Norton N. Bonaparte, Jr., Township Manager

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

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

RE:

**Professional Services Agreement** 

1995 Capital Improvement Projects Willingboro Township LAWB File No. 95-39-10

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP Dear Mr. Bonaparte:

Barry S. Dirkin Mark E. Malinowski, PE

Ashvin G. Patel, PE

As part of the annual budgeting process, Richard Crane requested that we provide a recommendation for roadway, drainage and concrete related construction to be included in the 1995 Capital Budget. By letter of January 31, 1995, the following budget recommendations were made:

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Scott D. Taylor, CLA & PP

L. Gary Zube, LS

Roadway Rehabilitation

\$1,000,000

Initiation of a drainage system

rehabilitation program

\$500,000

Sidewalk Repairs

\$100,000

Prior to Mr. Crane's departure, he advised us that the 1995 bond ordinance provided \$1,000,000 for roadway and drainage improvements and \$250,000 for engineering and inspection of those improvements. We were told that concrete repairs were not funded this year, and, with that understanding, we have not compiled the necessary documents for a concrete repairs contract.

We have been provided with a copy of ordinance number 6 - 1995, Bond Ordinance for Various Capital Improvements of The Township of Willingboro. We have reviewed this ordinance, as it relates to the roadway, drainage and concrete improvements. Our past agreements with Council have provided funds for the inspection of roadway, drainage and concrete construction related engineering, as well as monies for advanced inspection (see attached copy of resolution no. 28-1995). With this advanced inspection funding, we are able to compile the necessary field information required to assemble project plans and specifications so that work can be put out to public bidding as soon as the new capital funding becomes available.

Our work in compiling the necessary drawings and specifications for the 1995 Roadway Repairs Project is nearly complete. An updated map will be provided to you indicating which streets will be included in the project. Unfortunately, we are not ready to proceed to bidding with a concrete repairs project, but we estimate that a project could be generated in short order. A drainage related repair along Sandstone Lane, Similar to that which is now being corrected on Pinetree Lane, is in need of attention. We will address the Norton N. Bonaparte, Jr. August 22, 1995 Page 2

Sandstone Lane repair with you, in detail, outside of this correspondence.

As of today, there is no Professional Services Agreement in place to provide engineering and inspection in connection with the projects under the 1995 Capital Budget. With this in mind, I would recommend that the following be considered:

	Construction	Engineering and Inspection
1995 Roadway Repairs Project	\$1,000,000	\$250,000
1995 Drainage Repair Project, Sandstone Lane Culvert	\$150,000	25,000
Concrete Repairs Project	\$100,000	25,000
Advanced Inspection		50,000
	\$1,250,000	\$350,000

Once Council has considered and authorized a Professional Services Agreement as proposed above, we can then proceed to the construction of improvements. We hope to award the Roadway Repairs Project this fall so that sod restorations can be made in the optimum planting season. Additionally, we would like to proceed with a detailed study of the Sandstone Lane culvert so that a report can be prepared for Council.

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

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Arnold W. Barnett, PE & LS

Willingboro Township Engineer

AWB:CJB:lt

Enclosure

cc: Rhoda Lichtenstadter, Township Clerk

ARNOLD\AUG\PROFSVCS.G14 (95)

#### COUNCIL MEMBERS James Ayrer Doreatha Campbell Paul Krane Jeffrey Ramsey Paul Stephenson

#### TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

September 6, 1995

Arnold W. Barnett ]651 High Street - P.O. Box 68 Burlington, New Jersey 08016

Dear Mr. Barnett:

Enclosed please find an original and one copy of your Professional Services Agreement.

Please sign both copies, keep the copy and return the original to me.

Thank you.

Rhoda Lichtenstadter, RMC

Township Clerk

rl Enc.

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

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

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

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

- I. APPOINTMENT. Arnold W. Barnett, P.E. & L.S., is hereby appointed and retained as Engineer and Inspector relative to 1995 Capital Roadway Projects
- II. TERM. This appointment shall continue until the matters assigned have been concluded or until the services have been determined to be no longer required by the Township Council.
- III. SERVICE. During the terms of this Agreement, the Engineer agrees to provide engineering and inspection services.

#### IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with Resolution No. 105 1995.

#### V EQUAL OPPORTUNITY.

- 1. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Sepcial Counsel shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
- 2. The attention of the Engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Engineer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WILLINGBORO

JEFFREY E. RAMSEY

DEPUTY MAYOR

ARNOLD W. BARNETT

P.E. & L.S.

ATTEST

Rhoda Lichtenstadter, RMC

Township Clerk

DATE/

#### RESOLUTION NO. 106-P195

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Two 1996 Ford Pick Up Trucks; 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 Miller Ford Sales, Mt. Holly, New Jersey; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of August, 1995, that the bid be accepted in the amount of \$51,454.00.

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

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

## 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 MILLER FORM

2-1996 FORD 4x4 Pick up TRucks

The money necessary to fund said contract is in the amount of Fig. 454.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 50,000-1995. Capital Business

454-1043-04-0693-B. These funds are not being certified as being available for more than one pending contract.

Jøanne Diggs Finance Director

Township Solicitor
Township Auditor

## township of Willingboro

MANAGER MANAGER

MEMO TO: NORTON N. BONAPARTE, JR., TOWNSHIP MANAGER

FROM:

HARRY W. McFARLAND, SUPERINTENDENT

DATE:

AUGUST 22, 1995

SUBJECT:

CAPITAL BUDGET PICK UP TRUCKS (2)

I am recommending that the Township accept the bid by Miller Ford of \$51,454.00 for the purchase of two 1996 Ford F250, 4 x 4 pick up trucks.

The 1995 Capital Budget contains an amount of \$50,000.00, and the remainder of \$1,454.00 is to be taken from the 1993 budget item 04-0693-B.

The trucks are heavy duty vehicles, it was my decision to add plow packages and trailer packages so that they will be capable of full usage in addition to use by the Street Superintendent and Foreman.

Harry W. McFarland, Superintendent Public Works/Recreation Department

HWM/rmj

#### RESOLUTION NO. 107 - 1995

WHEREAS, N.J.S.A. 40A:4-87 provides that the director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget: and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount:

#### SECTION 1

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, assembled in public session this 29th day of August, 1995, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 1995, for the ten month grant period remaining in 1995, a total of \$4,167 per month.

The sum of \$41,667.00 which item is now available as a grant award for U.S. Department of Justice, Office of Community Oriented Policing Service (COPS).

#### SECTION 11

BE IT FURTHER RESOLVED, that a like sum be and the same is hereby appropriated under the following caption:

01-82-100SW COPS FAST

\$35,000.00

01-82-2000E COPS FAST

6,667.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Treasurer of the Township of Willingboro.

PAUL KRANE, MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

# COUNCIL MEMBERS James Ayrer Doreatha Campbell Paul Krane Jeffrey Ramsey Paul Stephenson

#### TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

August 30, 1995

Director, Division of Local Government Services CN 803 Trenton, New Jersey 08625

#### Gentlemen:

Enclosed please find two (2) certified copies of Resolution No. 107 - 1995, adopted by Willingboro Township Council at their meeting of August 29, 1995.

Also please find enclosed copies of letters received from U. S. Department of Justice, Office of Community Oriented Policing Services dated May 2, 1995 and August 4, 1995 addressed to Director Benjamin Braxton.

If you have any questions, please let me know.

Sincerely,

Rhoda Lichtenstadter, RMC

Township Clerk

rl E--

Encs.



#### U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)
Grants Administration

J100 Vermant Avenue, N.W. Washington, D.C. 20530

May 2, 1995

Benjamin Braxton 1 Salen Road Willingboro, NJ 08046

Director Braxton,

As per your request:

The Willingboro Police Department has been approved to receive two (2) officer under the COPS FAST program. Based on the salary information you sent us, you are estimated to receive \$150,000 over the three year grant period. This figure was based upon your receiving \$25,000 per year, per officer. An exact figure cannot be determined until we receive and process the final budgetary information.

The official award date for the COPS FAST grant is March 1, 1995. Your agency is eligible to receive reimbursement for any eligible expenses accrued on or after that date. Officially, you will be able to start drawing money on this grant once your budget information has been received and fully processed. At this time, we cannot give a date as to when this will be completed.

If you have any further questions, please feel free to call your grants advisor, Sean Varano, at (202)616-2879.

Sincerely,

Æffen Scrivner

Grants Administration

ES/spv

cc: file

1945 41,467.00 10 mor 1946 8333,00 2 mor 50,000.00



#### U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)
Office of the Director

1100 Vermont Avenue, NW Washington, D.C. 20530

August 4, 1995

Director Benjamin Braxton RE: Grant For: Willingboro Township Police Department 1 Salem Road Willingboro, NJ 08046

Dear Director Braxton:

I am pleased to inform you that the COPS FAST Community Policing and Budget Summaries you have submitted have been approved.

Enclosed in this packet is your Grant Award, which you must sign to officially accept your grant. On the reverse side of the Grant Award is a list of Conditions that apply to your grant. You should read and familiarize yourself with these Conditions. Also enclosed is your Grant Owner's Manual which summarizes and explains your COPS FAST grant. It will assist you with the administrative and financial matters associated with your grant. The manual also explains many of the Federal government's commonly-used grant terms and answers many commonly-asked questions.

You will also find materials relating to payment methods and procedures for receiving your grant funds. You should review the materials in your Grant Owner's Manual regarding the different methods of payment available to you. Should you have any questions regarding payment methods or any other matter discussed in the COPS Grant Owner's Manual, please do not hesitate to contact the COPS Office at 1-800-421-6770.

We have also enclosed two sets of mailing labels for your convenience. Please use the labels showing the name of your department and your grant number in the corner of all correspondence that you send to our office. You may use the other set of labels to address any correspondence to our office.

The COPS Office will continue to serve your needs in a responsive and innovative manner. With your participation, I believe this office can accomplish its mission -- to provide local law enforcement with the resources they need, and in a manner that reduces the burdens ordinarily encountered when applying for a federal grant.

Sincerely,

Jøseph E. Brann Director, COPS Office

#### **WILLINGBORO TOWNSHIP**

#### INTEROFFICE MEMO

DATE:

**AUGUST 28, 1995** 

TO:

MR. BONAPARTE

FROM:

JOANNE G. DIGGS (TO LY)

SUBJECT:

ITEMS FOR COUNCIL AUGUST 29, 1995

Mr. Braxton has just informed me that the Township has been awarded a granted a grant from the U.S. Department of Justice as attached. In order to spend the funds this year we must request that they be inserted in Revenue and Appropriations.

Attached is the resolution for that purpose.

c. Ben Braxton Rhoda Lichtenstadter

#### RESOLUTION NO. 117 - 1993

Julie Os WHEREAS, N.J.S.40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 21st day of September, 1993, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of

The sum of \$41,667.00 which item is now available as a grant award for U.S. Department of Justice, Office of Community Oriented Policing Service (COPS).

SECTION II

BE IT FURTHER RESOLVED, that a like sum be and the same is hereby appropriated under the following caption:

01-82-100 SW COPS FAST 01-82-200 OE COPS FAST

\$35,000.00 6,667.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Treasurer of the Township of Willingboro.

MAYOR

ATTEST:

Marie Annese, Deputy

### RESOLUTION NO. 107 - 1995 HOL OF THE TOWNSHIP CLERK WILLINGBORD, NEW JERSEY

WHEREAS, N.J.S.A. 40A:4-87 provides that the director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget: and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount:

#### SECTION 1

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, assembled in public session this 29th day of August, 1995, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 1995, for the ten month grant period remaining in 1995, a total of \$4,167 per month.

> The sum of \$41,667.00 which item is now available as a grant award for U.S. Department of Justice, Office of Community Oriented Policing Service (COPS).

#### **SECTION 11**

BE IT FURTHER RESOLVED, that a like sum be and the same is hereby appropriated under the following caption:

01-82-100SW COPS FAST

\$35,000.00

01-82-2000E COPS FAST

6,667.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Treasurer of the Township of Willingboro.

PAUL KRANE, MAYOR

Rhoda Lichtenstadter, RMC

THRED A THUE COPY OF RESOLUTION ADOPTED

APPROVAL of NJS 40A:4-87 RESOLUTION

9-26-95 Resolution # 107-1993

DEPARTMENT OF COMMUNITY AFFAIRS

Division of Local Government Services

Beth Gates, Director

retire M. Brouch

RESOLUTION NO. 108- 1995

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

- (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Coupe 9, 1995, that an Executive Session closed to the public shall be held on Coupe 9, 1995 at 10:00p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

PAUL KRANE

MAYOR

Rhoda Lichtenstadter
Township Clerk

RESOLUTION NO. 109 - 1995

WHEREAS, by Resolution No. 7, 199, Willingboro

Township Council established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said

listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29thday of August, 1995, that the list of meeting dates be amended as follows:

ADD - September 23, 1995 Saturday - 9:00 A.M.

ATT LANDMARK INN \*
MAPLE SHADE, NEW JERSEY

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

Paul Krane

Mayor

ATTEST:

Rhoda Lichtenstadter, RMC

### RESOLUTION NO. 110, 1995

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 be 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 5th day of Sept. 1995, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law and to remove the liens listed in error.

JEFFREY E. RAMSEY

DEPUTY MAYOR

 $A_{J_1} E_{J_1}$ :

Rhoda Lichtenstadte, RMC

# INTEROFFICE MEMORANDUM

MEMO TO: Rhoda Lichtenstadter

FROM: Leonard Mason

DATE: September 5, 1995

SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$20,480.00 for the time period of August 1, 1995 thru September 5, 1995.

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

ADDRESS	BLOCK & LOT	A	MOUNT	WORK DONE
35 Buttercup	208-32	\$	40.00	Cut grass*
29 Clubridge	411~6	\$	40.00	
32 Bradford	209~3	\$	40.00	
24 Bermuda	211-9	\$	40.00	
60 Berkshire	239-19	\$	40.00	
11 Ballad	236~34	\$	40.00	
32 Buxmont	220~10	\$	40.00	
66 Balfour	214~13	\$	40.00	
18 Pastoral	323~5	\$	40.00	
33 Buckeye	244~26	\$	40.00	
30 Blueberry	206~9	\$	40.00	
14 Elder	827~5	\$	50.00	
32 Bonnie	228~10	\$	40.00	
74 Niagara	1023~45	\$	40.00	
59 Echohill	803-13	\$	40.00	
289 Northampton	1020~39	\$	50.00	
131 Nottingham	1007~22	\$	50.00	
60 Pembrook	306-19	\$	40.00	
8 Exton	814~59	\$	40.00	
11 Bendix	224~30	\$	40.00	
32 Bradford	209~3	\$	40.00	
18 Newtown	1004-5	\$	40.00	
60 Berkshire	239~19	\$	40.00	
69 Beaverdale	226~22	\$	40.00	

9 Bolton	214~32	\$	40.00	
52 Bolton	213~16	\$	40.00	
16 Bonnie	228-26		40.00	
32 Bonnie	228-10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	40.00	
29 Clubridge	411~6	\$	40.00	
71 Harrison	639~1	\$	40.00	
88 Thornhill	1101-67	Ψ \$	40.00	
24 Bermuda	211-9	φ <b>¢</b>	40.00	
105Tallwood	1132~2	φ ¢	40.00	
37 Sheffield	107~36	ው የ	40.00	
140Sheffield	110-13	φ Φ		
		<b>ወ</b>	40.00	
35 Hancock	604-21	<b>ን</b>	40.00	
1 Hargrove	613~30	\$	50.00	
41 Hopewell	614-18	\$	40.00	
59 Hinsdale	624~16	\$	50.00	
527 Charleston	609-19	\$	40.00	
70 Belmont	241~23	\$	40.00	
46 Snowflower	113-11	\$	40.00	
41 Snowflower	111~13	\$	40.00	
11 Snowden	112-8	\$	40.00	
19 Enderly	814-65	\$	40.00	
18 Helm	634~3	\$	40.00	
18 Pastoral	323~5	\$	40.00	
60 Pembrook	306~19	\$ \$ \$ \$	40.00	
47 Spiralwood	137-2	\$	40.00	
37 Spiralwood	137-5	\$ \$	40.00	
39 So JFK Way	412~53	\$	40.00	Dispose of trash/
30 30 Jili 11 day		4	10.00	limbs
42 Gentry	718~9	\$	60.00	Install lock on gar dr
16 Bonnie	228-6	\$	40.00	Board up/paint gar
10 Belline	220 0	Ψ	10.00	window
29 Marchmont	513~10	\$	70.00	Disp of carpets/pads
22 Stafford	130-31	\$	190.00	Drain pool;sec shed
Comml.lot (Sidner		\$	110.00	= '
	244-20	\$ \$	185.00	Cut grass
53 Buckeye	244~20	φ	185.00	Prune limbs overhang
Q.C. Deett and large ale	001 10	ф	050.00	neighbor
36 Buttonbush	221~10	\$	250.00	Clean up/disp trash
46 Grayson	727~25	\$	1350.00	Replace roof
7 Rutledge	903~58	\$	1400.00	ιι
57 Hinsdale	625~22	\$	1935.00	
12 Rutledge	903~63	\$	815.00	<i>u u</i>
23 Rutledge	907~73	\$	815.00	<i>u u</i>
18 Parkside	326~6	\$	2150.00	" " & house
				number
165 Nottingham	1007~29	\$	3600.00	Replace roof, soffits,
				fascia & gutters; paint
				soffits & fascia

173 Hazelwood	630~5	\$ 3830.00	Rem damaged roof sheathing; replace roof; replace fascia & soffitt and paint
38 Gramercy	721~15	\$ 1590.00	Install new gutters & downspouts, alum cap on trim, new gar drs
TOTAL		\$ 20480 00	

TOTAL

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

Director of Inspections

LM/ba

Copy: C. Hill

<sup>\*</sup>All grass cutting until otherwise specified.

#### RESOLUTION NO. 111 - 1995

RESOLUTION FOR RENEWAL OF MEMBERSHIP IN THE PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND.

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

WHEREAS, said renewal membership terminates as of December 31, 1995 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of September, 1995, as follows:

- 1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund for calander year 1996 and to be subject to the bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
- 2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership for calendar year 1996 annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

DEPUTY MAYOR

Rhoda Lichtenstadter, RMC

# AGREEMENT TO RENEW MEMBERSHIP IN THE PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 1995, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Twp. of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

- 1. <u>Township of Willingboro</u> hereby renews its membership in the Professional Municipal Management Joint Insurance Fund for a one: (1) year period, beginning January 1, 1996 and ending January 1, 1997\*.
- 2. The <u>Township of Willingboro</u> hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
- 3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

\*12:01 am

- 4. In consideration of the continuing membership of the <u>Twp. of Willingboro</u> in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the <u>Township of Willingboro</u>.
- 5. Executed the 5th day of Sept., 1995 as the lawful and binding act and deed of the Township of Willingboro, which execution has been duly authorized by public vote of the governing body.

DEPUTY	MAYOR

**ATTEST** 

PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

Municipal Excess Liability Joint Insurance Fund
Park 80 West, Plaza One
Saddle Brook, N.J. 07663
Telephone (201) 587-0555 Fax (201) 587-8662

MAJON ACTION

# HONORABLE MAYOR AND COUNCIL PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

Re:

Resolution to Renew Memberships Agreements to Renew Memberships

Dear Honorable Mayor & Council:

Your municipality's membership in the Professional Municipal Management Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund (MEL) expires on December 31, 1995. Under the Fund Bylaws, member communities must adopt a new membership Resolution (copy attached) every three years to maintain membership in the JIF and the MEL. Please execute the Resolution to Renew and Agreement to Renew and return to the Fund office by October 1, 1995.

Sincerely,

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

James J. Kickham

Executive Director

cc:

Fund Commissioner

Risk Management Consultant

James J. Kickham

# COLINCII MEMBER

COUNCIL MEMBERS James Ayrer Doreatha Campbell Paul Krane Jeffrey Ramsey Paul Stephenson

## TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER Norton N. Bonaparte, Jr.

September 6, 1995

James J. Kickham, Executive Director Municipal Excess Liability Joint Insurance Fund Park 80 West, Plaza One Saddle Brook, New Jersey 07663

Dear Mr. Kickham:

Enclosed please find a copy of Resolution No. 111, 1995, adopted by Willingboro Township Council at their meeting of September 5, 1995, along with two copies of a corrected agreement.

Please sign and return both copies to me and one fully executed copy will be returned to you.

If you have any questions, please let me know.

Singerely,

Rhoda Lichtenstadter, RMC

Township Clerk

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Encs.

#### RESOLUTION NO. 112 - 1995

WHEREAS, unfunded mandates exacerbate New Jersey's historic over-reliance on regressive property taxes as a source of funding for public programs and services; and

WHEREAS, unfunded mandates separate responsibility from accountability, by allowing State level officers to take credit for addressing a problem (real of perceived), without having to even consider the solution's cost; and

WHEREAS, unfunded mandates force local officials to implement the State's dictates, leading the public to hold local officials accountable for any tax increase necessitated by the mandate, as well as for the mandated solutions's effectiveness; and

WHEREAS, Public Question No. 3, which appears on the November 7 General Election ballot, would, if ratified, limit the imposition of future unfunded State mandates on municipalities, counties and school districts; and

WHEREAS, such limitations would help us to contain future property tax increases and impose greater discipline on future State Legislatures and Administrations

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 5th day of September, 1995, supports the ratification of Public Question No. 3- the State Mandate/State Pay Amendment to our Constitution; and

BE IT FURTHER RESOLVED, that we affirm our endorsement of the efforts of the State Mandate/State Pay Coalition to put property taxpayers first; and that we encourage all friends of responsible government to vote "yes" on Public Question No. 3;; and that a copy of this resolution be forward to the State Mandate/State Pay Coalition.

JEFFREY E. RAMSEY

DEPUTY MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

# Legislative Viewpoint



WILLIAM G. DRESSEL, JR., Executive Director CHRISTOPHER CAREW. Senior Legislative Analyst JON R. MORAN, Senior Legislative Analyst HELEN YELDELL, Senior Legislative Analyst

August 21, 1995

Re: State Mandate/State Pay Coalition Formed

Dear Mayor:

In order to focus attention on and gain support for the ratification of the proposed State Pay for State Mandates amendment, the League has joined with the School Boards Association and the Association of Counties to create the State Mandate/State Pay Coalition. The Coalition has adopted, as its slogan:

Put Property Taxpayers First! Vote "Yes" on Public Question No. 3!

Registration papers have been filed with the Election Law Enforcement Commission. And we will soon begin raising funds to run an efficient and effective campaign and ensure public approval of this crucial question.

Right now, we would like to ask each municipality to pass a resolution supporting the Coalition and urging your citizens to Vote "Yes" on Public Question No. 3 -- The State Mandate/State Pay Amendment. (We have enclosed a sample resolution, which you can use for this purpose.)

Please remember to send us a copy of your resolution so that we can include your municipality in the list of supporters of State Pay for State Mandates.

On Monday, September 11, the Coalition will hold a Press Conference on the steps of the State House. Both state and local officials will express their support for this amendment.

And, beginning in early October, we will be holding Press Conferences in Counties throughout the State.

Please, be on the look-out for more information about our campaign and how you can help.

Thank you. Thank you very much.

William G. Dressel, Jr.

Executive Director

WGD:ja

cc: Managers, Clerks, Administrators

Enclosure - SERVING MUNICIPAL GOVERNMENT IN NEW JERSEY SINCE 1915 -

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Building in the Township on September 5, 1995 at 8:00 p.m.

PRESENT: Agree, Campbell Stephenson, Ramsey

ABSENT: KRANCE

introduced and moved the adoption of the following resolution, and seconded the motion:

#### **RESOLUTION 113 - 1995**

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING \$4,385,000 IN PRINCIPAL AMOUNT.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of Willingboro, in the County of Burlington, New Jersey authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of \$4,385,000.

Section 2. The principal amount of Bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Principal Amount of	Number of	Description of Improvement and Date of	Useful
Bonds	Ordinance	_	Life
\$2,375,000	5-94	Providing for various capital improvements, finally adopted 9/8/94	9.29 Years
\$ 28,000		Supplemental appropriation for Fire Aerial Ladder Truck, finally adopted 2/7/95, supplementing bond ordinance 5-94	10 years
\$1,982,000	6-95	Providing for various capital improvements, finally adopted 6/20/95	17.8 years
\$4,385,000	TOTAL		

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 13.14 years.

- b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.
- and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.
- Section 4. The following additional matters are hereby determined, declared, recited and stated:
- a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.
- b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.
  - Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS: None

#### CERTIFICATE

I, RHODA LICHTENSTADTER, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on September 5, 1995 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

RHODA LICHTENSTADTER, Clerk

[SEAL]