

township of Willingboro

Resolution No. 42-1992

Whereas, the Township Council of the Township of Willingboro has learned of the untimely death of ~~Kenneth J. Myles~~, and (~~Name~~) *Peter A. Majane*

Whereas, *Kenneth J. Myles* has served this nation with distinction as a World War II fighter pilot with the 99th Pursuit Squadron, based at Tuskegee, Alabama, remaining in the service of this nation until his retirement in 1966. He served Willingboro as a member and as Chairman of the Willingboro Human Relations Commission and, from 1981 until his death as a Housing Code Enforcement Officer and Building Inspector, and

Whereas, it is appropriate that public service of *Kenneth J. Myles* be remembered and recognized and that the condolences of the Township of Willingboro be expressed to his family,

Now, Therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this *5th day May* 3rd day of March, 1992, that the Township Council does hereby extend the condolences of the Township of Willingboro to the family of *Peter A. Majane* ~~Kenneth J. Myles~~, and

Be It Further Resolved, that a certified copy of this Resolution shall be presented to the family of *Peter A. Majane* ~~Kenneth J. Myles~~ as a token of the respect that he earned during his distinguished service to the Township of Willingboro and as a memorial of the condolences hereby extended to his family on behalf of the Township of Willingboro.

Township of Willingboro

Paul Krane
Paul Krane, Mayor

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Willingboro at a public meeting held on March 3, 1992.

MAY 1 1992

Lenore Stern
Lenore Stern, Township Clerk

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

township of Willingboro

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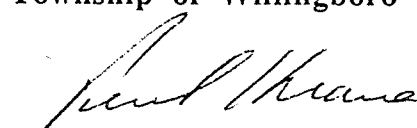
Whereas, *Kenneth J. Myles* has served this nation with distinction as a World War II fighter pilot with the 99th Pursuit Squadron, based at Tuskegee, Alabama, remaining in the service of this nation until his retirement in 1966. He served Willingboro as a member and as Chairman of the Willingboro Human Relations Commission and, from 1981 until his death as a Housing Code Enforcement Officer and Building Inspector, and

Whereas, it is appropriate that public service of *Kenneth J. Myles* be remembered and recognized and that the condolences of the Township of Willingboro be expressed to his family,

Now, Therefore Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of March, 1992, that the Township Council does hereby extend the condolences of the Township of Willingboro to the family of *Kenneth J. Myles*, and

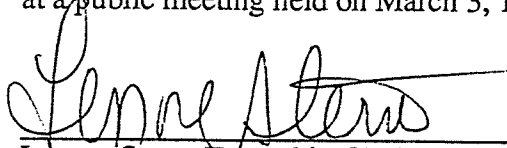
Be It Further Resolved, that a certified copy of this Resolution shall be presented to the family of *Kenneth J. Myles* as a token of the respect that he earned during his distinguished service to the Township of Willingboro and as a memorial of the condolences hereby extended to his family on behalf of the Township of Willingboro.

Township of Willingboro



Paul Krane, Mayor

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Public Works/Recreation Department
877-2200, ext. 232

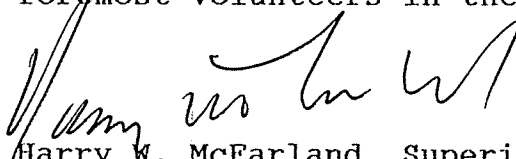
May 5, 1992

Mayor Krane:

Tonight you will be making a presentation to Mrs. Nellie Majane, acknowledging the work of her husband, Peter, with the youth organizations in the Township. Attending with Mrs. Majane is her son, John, who has followed in his father's footsteps, especially with his leadership with the National Division of Little League.

Pete Majane was a volunteer for 28 years with the Township's youth programs. He worked with PAL, CYO and Babe Ruth, but is especially well known for his years of work with National Division of Little League, where he held every elected office. Pete provided a valuable assistance to the Recreation Department in the early years of the department with equipment purchases. Pete was honored by his fellow National Division volunteers last fall with the naming of the two field complexes after him.

Pete was one of the foremost volunteers in the community.



Harry W. McFarland, Superintendent
Recreation/Public Works Department

HWM/cm

RESOLUTION NO. 73 - 1992

WHEREAS, May 7, 1992 has been designated as "NEW JERSEY VIETNAM VETERANS' REMEMBRANCE DAY"; and


WHEREAS, it is appropriate that the Township of Willingboro join in the observance to honor those veterans who served this nation during the Vietnam conflict;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1992, THURSDAY, MAY 7, 1992 is hereby designated as VIETNAM VETERANS' REMEMBRANCE DAY in the Township of Willingboro; and

BE IT FURTHER RESOLVED, that, in coordination with the New Jersey observance, all churches are urged to ring their bells and the Police Department and Fire Company are urged to sound their sirens for one minute at 11:15 a.m.; and

BE IT FURTHER RESOLVED, that copies of this Resolution be transmitted to the Churches, to the Willingboro Clergy Association, to the Chief of Police and the Fire Chief for their information and attention.

ATTEST:



Lenore Stern, RMC, CMC
Township Clerk



PAUL KRANE
MAYOR

township
of **Willingboro**

MEMO TO: WILLIAM J. KEARNS, JR., SOLICITOR

FROM: LENORE STERN, TOWNSHIP CLERK

DATE: APRIL 24, 1992

SUBJECT: REQUEST FOR RESOLUTION/PROCLAMATION

The attached letter was sent to churches, fire company and the police department in response to the letter the Mayor received (copy attached) He asked if you would put something together for the May 5th meeting, whether it be a resolution or proclamation.

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

township
of Willingboro

-copied 4/24
Clerk

April 22, 1992

Chief Gary Alan Owens
Willingboro Police Department
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

SUBJECT: NEW JERSEY VIETNAM VETERANS' REMEMBRANCE DAY

On Thursday, May 7, 1992, New Jersey will celebrate "New Jersey Vietnam Veterans' Remembrance Day."

Township Council joins the New Jersey Vietnam Veterans Memorial Committee in asking that, at exactly 11:15 A.M., all churches ring their bells, and that volunteer fire departments and police departments sound their sirens and alarms for one minute.

On the weekend of May 2nd and 3rd, volunteers will be out in our area in a can collection effort to build a New Jersey Vietnam Veterans' Memorial. The future site of this Memorial is the Garden State Arts Center..

Township Council will pass a Resolution supporting this special day. The Resolution will be read at the Council Meeting of May 5, 1992, and presented to the Vietnam Veterans Memorial Committee.

Sincerely,



Paul Krane
Mayor

SLJ:lpk

New Jersey Vietnam Veterans' Memorial Committee
150 W. State Street
Trenton, NJ 08608
609-695-1854



Senator Edward T. O'Connor, Jr., Chairman

Lauren Lynch, Campaign Director

Copy Clerk

RECEIVED

APR 15 1992

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

March 24, 1992

The Honorable Paul Krane
Mayor
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

Dear Mayor Krane:

On May 7, 1992, New Jersey will once again celebrate "New Jersey Vietnam Veterans' Remembrance Day." New Jersey has chosen this day to honor those who served in the Vietnam conflict. In order to draw attention to the sacrifices of those who served, the Vietnam Veterans' Memorial Commission has planned a ceremony at the Garden State Arts Center, the future site of the New Jersey Vietnam Veterans' Memorial. That ceremony has two purposes: to draw attention to the Commission's efforts to build a New Jersey Vietnam Veterans' Memorial and to raise money for its construction. Each county can help make this effort a success by holding its own ceremony at its main county building later in the day.

We have asked each county to follow a similar program to the one the Commission will hold at the Garden State Arts Center. At exactly 11:15 am, we would like all churches to ring their bells and fire departments and police departments to sound their sirens and alarms for one minute. At 11:16 am, we ~~are asking~~ *are asking* all of New Jersey's radio stations to play "The Star Spangled Banner," and we have asked your county to do the same at your ceremony. A short prayer for those who died in Vietnam will follow. From that point, each county can decide how it wishes to commemorate this occasion.

On the weekend of May 2nd and 3rd, volunteers will be out in your area in a can collection effort for the New Jersey Vietnam Veterans' Memorial. This can collection effort will help draw attention to the New Jersey Vietnam Veterans' Memorial project, and will be a good way to bring attention to your county ceremony to be held on May 7th.

Your participation really matters; in order to raise the remaining 3 million dollars needed to construct the Memorial, the public must know and care about the cause. The Commission intends to push this cause to the forefront of the news for the next two months. Please have your town pass a resolution supporting this special day, and please participate in the brief ceremony in your county on May 7th. Your efforts can help get this project into the public eye. A project like this needs support at the grassroots level, and New Jersey's Mayors have the ability to get the message out about the Memorial. With a minor effort we can make a major difference.

You probably remember the tremendous reaction to the National Memorial in Washington. For many, that Memorial has helped heal the lingering wounds of the Vietnam conflict. New Jersey has the opportunity to do the same thing for our state and that is why this project is so important.

If you have any questions about the Vietnam Veterans' Memorial project, please feel free to contact Lauren Lynch, the Commission's Campaign Director, at (609) 695-1854. In the coming weeks, you will be contacted by your county coordinator in an effort to help plan or participate in your local ceremony. Please do your part for New Jersey's Vietnam Veterans'.

Sincerely,

Edward T. O'Connor, Jr.

Edward T. O'Connor, Jr.
Chairman

TOWNSHIP OF WILLINGBORO

Resolution No. 1992-74

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

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

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

Whereas, it is appropriate that there be a written Agreement between the Township of Willingboro and Building Inspection Underwriters, Inc., for the period beginning January 1, 1992, thru December 31, 1992, and

Whereas, the Township Council of the Township of Willingboro has received the recommendation of the Inspections Department that the Township of Willingboro enter into a further Agreement with Building Inspection Underwriters, Inc., for the provision of inspection services under the Uniform Construction Code Act for a term beginning January 1, 1992 and ending on December 31, 1992,

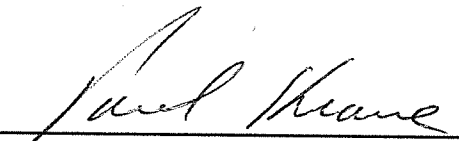
Now, Therefore, Be it Resolved by the Township Council of the Township of Willingboro assembled in public session this 5th day of May, 1992, that the Mayor and Clerk of the Township of Willingboro be and

hereby are authorized to execute an Agreement with Building Inspection Underwriters, Inc. for the provision of Inspection Services as required under the New Jersey State Uniform Construction Act for the period beginning January 1, 1992 and ending on December 31, 1992, and

Be It Further Resolved that Building Inspection Underwriters, Inc. shall at all times be considered to be an independent contractor and shall not be considered to be an employee or an agent of the Township of Willingboro, and

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

Be It Further Resolved that certified copies of this Resolution shall be provided to Building Inspection Underwriters, Inc. and to the Construction Code Official and the Chief Financial Officer of the Township of Willingboro for their information and attention.



Paul Krane
Mayor

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

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

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

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

Whereas, the Township Council of the Township of Willingboro has, by Resolution, authorized a further Agreement with Building Inspection Underwriters, Inc., for the provision of inspection services for a term for the period January 1, 1992 thru December 31, 1992,

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

I. Appointment. The New Jersey "State Uniform Construction Code Act" provides for the review of construction plans and the inspection of construction with the respect to

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

II. Term. The term of this appointment shall commence on January 1, 1992, and shall continue until December 31, 1992, in accordance with the terms of this Agreement. The Township of Willingboro shall have the option, at its sole discretion, to renew this Agreement for an additional term of two years.

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

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

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

provide the Township of Willingboro with a revised certification within five (5) business days after the change takes place.

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

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

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

VII. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of *P.L. 1975, C. 127*, and of *N.J.A.C. 17:27*, during the performance of this contract the contractor agrees as follows:

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

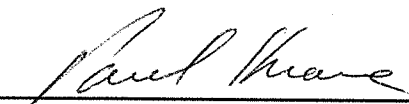
XV. Ownership of Records. All records and data of any kind relating to the Township of Willingboro shall belong to the Township of Willingboro and shall be surrendered to the Township of Willingboro upon the expiration or termination of this Agreement.

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

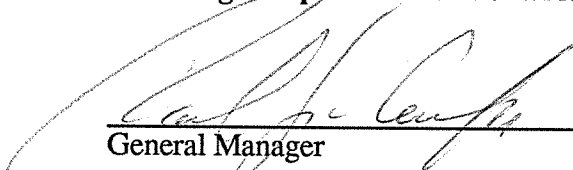
In Witness Whereof, this Agreement has been executed on this 6th day of May, 1992, for the purposes and the term specified herein.

Township of Willingboro

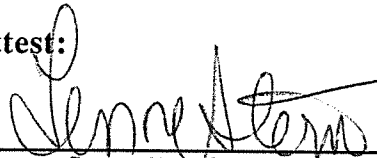
Building Inspection Underwriters, Inc.



Paul Krane, Mayor



General Manager

Attest:


Lenore Stern, RMC, CMC
Township Clerk

Secretary

RESOLUTION NO. 75 - 1992

WHEREAS, a vacancy exists on the Willingboro Municipal Utilities Authority due to the resignation of Lucille Howard; and

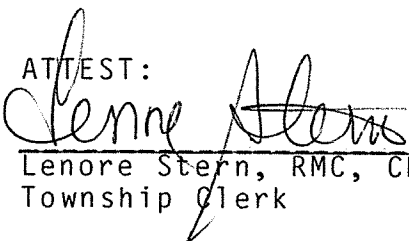
WHEREAS, the need exists for full membership on the Municipal Utilities Authority to carry on their most important work

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1992, that Jeffrey Ramsey is hereby appointed as a members of the Municipal Utilities Authority to fill a vacancy for a term expiring January 31, 1993; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to Jeffrey Ramsey and to the Chairperson of the Willingboro Municipal Utilities Authority for their information.



PAUL KRANE
MAYOR

ATTEST:


Lenore Stern, RMC, CMC
Township Clerk