2008 – Resolutions 1 - 32

RESOLUTION NO. 2008-

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR TEMPORARY BUDGET APPROPRIATIONS FOR 2008

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

WHEREAS, this temporary budget must be adopted prior to January 31, 2008, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2007 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2007 budget is the sum of $7,734,164

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2008 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

Account #	Account Name	
8-20-100-101-10	TOWN MANAGER SALARY & WAGES:	98,286
8-20-100-101-20	TOWN MANAGER OTHER EXPENSES:	2,344
8-20-100-102-10	PURCHASING SALARY & WAGES:	29,222
8-20-100-102-20	PURCHASING OTHER EXPENSES:	45,381
8-20-100-103-10	TECHNOLOGY SALARY & WAGES:	16,722
8-20-100-103-20	TECHNOLOGY OTHER EXPENSES:	10,000
8-20-100-105-0-20	HUMAN RESOURCE OTHER EXPENSES:	16,550
8-20-110-110-10	TOWN COUNCIL SALARY & WAGES:	16,925
8-20-110-110-20	TOWN COUNCIL OTHER EXPENSES:	20,925
8-20-120-0-10	TOWNSHIP CLERK SALARY & WAGES:	53,998
8-20-120-0-20	TOWNSHIP CLERK OTHER EXPENSES:	7,188
8-20-130-0-10	FINANCE ADMIN SALARY & WAGES:	59,926
8-20-130-0-20	FINANCE ADMIN OTHER EXPENSES:	12,119
8-20-135-0-20	AUDIT SERVICES OTHER EXPENSES:	20,000
8-20-145-0-10	TAX COLLECTION SALARY & WAGES:	61,880
8-20-145-0-20	TAX COLLECTION OTHER EXPENSES:	2,431
8-20-150-0-10	TAX ASSESSMENT SALARY & WAGES:	30,974
8-20-150-0-20	TAX ASSESSMENT OTHER EXPENSES:	7,025
8-20-155-0-10	TWP ATTORNEY SALARY & WAGES:	22,625
8-20-155-0-20	TWP ATTORNEY OTHER EXPENSES:	69,250
8-20-165-0-10	ENGINEER COSTS OTHER EXPENSES:	12,500
8-20-180-0-20	PLANNING BOARD SALARY & WAGES:	225
8-21-180-0-20	PLANNING BOARD OTHER EXPENSES:	788
8-21-190-0-10	ZONING BOARD OTHER EXPENSES:	413
8-22-195-195-20	CONST OFFICIAL SALARY & WAGES:	71,546
8-22-195-195-10	CONST OFFICIAL OTHER EXPENSES:	28,254
8-22-195-196-20	HOUSING INSPEC SALARY & WAGES:	110,405
8-22-195-196-10	HOUSING INSPEC OTHER EXPENSES:	6,250
8-22-195-199-1	UNIFORM FIRE SALARY & WAGES:	9,966
8-23-210-0-20	Insurance Buyback	22,500
8-23-210-1-20	LIABILITY INS OTHER EXPENSES:	276,797
8-23-220-0-20	EMPLOYEE GROUP OTHER EXPENSES:	559,019
8-23-225-0-175	Unemployment Insurance	16,250
8-25-240-240-10	ADMINISTRATION SALARY & WAGES:	44,394
8-25-240-240-20	ADMINISTRATION OTHER EXPENSES:	4,438
8-25-240-241-10	PATROL SALARY & WAGES:	664,400

2008

Account #	Account Name	
8		3,713
8 - 43 - 495 - 0 - 10	PUBLIC DEFENDE SALARY & WAGES:	750
8 - 43 - 495 - 0 - 20	PUBLIC DEFENDE OTHER EXPENSES:	3,944,859
8 - 45 - 920 - 0 - 20	Municipal Debt Service	11,764,407
		-3,944,859
Less:	Debt Service	-85,384
	Public Assistance	7,734,164
Total Temporary Budget		

Date: 1/1/08

Mayor

Date:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Marie, this is 2008
Temp Budget
B.

RESOLUTION NO. 2008- 2

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

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008 as follows:

1.; Wachovia, Bank of America, Beneficial Bank, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2008. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

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

3. Township Council will meet on the first, second and fourth Tuesday of each month (except July, August, November and Election Days) at 7:00 PM prevailing time, at the municipal Complex, One Salem Road, Willingboro, New Jersey, subject to further changes as may be determined by Council and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

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

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

5. A petty cash fund in the amount of two-thousand dollars ($2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed. The custodian of such funds shall be Deborah Anderson, and the fund shall be closed out prior to December 31, 2008, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars ($500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Jill Cyrus and the existing fund shall be closed out prior to December 31, 2008, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars ($100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2008 in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars ($500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be the Acting Director of Public Safety, Gregory Rucker, provided such funds shall be closed out prior to December 31, 2008 in accordance with existing law.

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

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

11. Pursuant to Revised Ordinances, Section 2-5.9, the following is hereby designated as Deputy Township Clerk, to perform the duties provided by law, at no added compensation: CERISE MEISEL and CARMELA SPYCH and SARAH WOODING is hereby designated as DEPUTY TOWNSHIP CLERK to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008-3

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

WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that appointments are made to various boards and commissions as per the attached.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Mayor's Appointments

Environmental Commission **3 Year Term**

Marion Huddleston	12/31/10
Steven Silberstein	12/31/10

Alternates No. 2 12/31/09
Ann Giles

Library Board of Trustees **5 Year Term**

Michael Gray	12/31/12

Youth Achievement Committee **1 Year Term**

12/31/08

Sandra Solomon
Lizzie Morris
Sherrie Morris
Kim Chiolan
Lavonne B. Johnson
Gigila Moore
Thelma Allen
Sarah Holley
Bettye Scott
Anthony Clemons
Reva Foster

Council Liaison – Mayor Jennings

Advisor to Mayor – Committee on Veteran's Affairs
Ron Dash

Council Appointments

Constable – James Gray 12/31/08

Health & Human Services 1 Year Term
Dorothy Collins
Brenda Carey
Parthenia Cogdell
Emery Troy
Barbara Wellos
Trina Gibson-Jones
Deborah Anderson, Director LAB

Heritage Commission 3 Year Term

Robert House	12/31/09
Louise Calloway	12/31/09
Viola Scott	12/31/09
Dr. Gloria Harper-Dickinson	12/31/09
Freddie George	12/31/09
W. R. James	12/31/09
Mary Ellen Flynn	12/31/09
Harry McFarland	12/31/09
Phyllis Malatesta	12/31/09
Charlotte Heck	12/31/09

Human Relations Commission 3 Year Term
Vacancy (from C. Robinson) 12/31/08
Vacancy (from K. Gordon) 12/31/08
(Will be done at later date)

Planning Board 4 Year Term
Blonnie Hobbs 12/31/11

Alternates:
Alt. I Stephen Allen 12/31/09

Advisory Committee on Public Communication 2 Year Term
Aredth Holder 12/31/09
David Noreska 12/31/09

Council Appointments cont'd.

Advisory Board – Shelter for Abused Women 3 Year Term

Philippe Floquet 12/31/10
Rovena Brunson 12/31/10
Rev. James Betner 12/31/10
Reva Foster 12/31/10
Mildered Stribling 12/31/10
Rev. Michael Edwards-Ronning, Pastor St. Luke 12/31/10

Special Events Parade Coordinator 1 Year Term

James Gray 12/31/08

Committee on Veteran's Affairs 1 Year Term (no appointments made in 2007)

Jim Thompson
Joel Fabian
Lorenzo Foster
Manual Knox
Bill Miller
Fred Rucker

Ernest Scott
Frank Cook
Nate Holloway
Council Liaison – Councilman Eddie Campbell, Jr.

Willingboro Municipal Utilities Authority 5 Year Term
(Appt to run from February 1 through January 31 – by law – 40:14b H.K.)

William Hall 2/01/08 through 1/31/13
Paul Krane to fill unexpired term through 1/31/09 (Mr. McFadden)
Alternates:
Ayshia Gordon Alt I to unexp 1/31/12
Selia McFadden Alt II - to unexp.term 1/31/09

Zoning Board of Adjustment 4 Year Term

Gary Johnson 12/31/11
Lizzie Morris 12/31/11
Muyis Docemo 12/31/08 – unexpired term
Alternates:
Alt I - Shirley Joiner, - to unexp. term 12/31/08
Alt. II - Stephone Mickler to 12/31/09

Manager's Appointments

Human Relations Commission 3 Year Term

Freda Walls	12/31/10
Beatrice Admore	12/31/10

Local Assistance Board 4 Year Term

Thomas Scholtis	12/31/11

RESOLUTION NO. 2008 - 4

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that the following Council members are appointed to the following positions for the year 2008:

Class III Member, Planning Board	Paul L. Stephenson
Advisory Board, Shelter for Abused Women	Jeffrey E. Ramsey
Environmental Commission Liaison	Paul L. Stephenson
Heritage (Local History)	Jeffrey E. Ramsey
Human Relations Commission Liaison	Eddie Campbell, Jr.
Local Assistance Board Liaison	James E. Ayrer
Public Communications Committee	James E. Ayrer
Youth Achievement Committee	Jacqueline Jennings
N.J. Motion Picture TV Council	Paul L. Stephenson

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 5

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization Session, this 1st day of January, 2008, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

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

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

WILLINGBORO TOWNSHIP
COUNCIL MEETINGS - 2008

Willingboro Township Council will meet on the first, second and fourth Tuesday of the month (except July, August and November) at 7:00 PM prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey. Township Council normally schedules three meetings a month with the exception of July, August and November which are usually two meetings a month.

MEETING DATES – 2008 and Budget Meetings

JANUARY	1 (Reorg.), 8 and 22
FEBRUARY	6, (5th Presidential Primary), 12 and 26 (Budget Wed. 13th, 20th and 27th)
MARCH	4, 11 and 25 (Budget Wed. the 5th)
APRIL	1, 8 and 22 (April 15th School Board. Election)
MAY	6, 13 and 27
JUNE	4, (3rd Primary Election), 10 and 24
JULY	8 and 22
AUGUST	5 and 19
SEPTEMBER	2, 9 and 23
OCTOBER	7, 14 and 28
NOVEMBER	5 (4th General Election) and 25
DECEMBER	2, 9 and 23

Resolutions – Budget – Ten-Date

RESOLUTION NO. 2008 - 6

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that the Willingboro Township Assessor, in fulfillment of his duties and the requirements of his office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

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

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

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

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 7

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganization session this 1st day of January, 2008, that Joanne Diggs, Acting Township Manager, is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro and Eric Berry, Deputy Township Manager as Alternate Fund Commissioner for a term expiring December 31, 2008.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 8

A RESOLUTION REQUIRING THE ADOPTION OF A CASH MANAGEMENT PLAN

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that the Township Council has entered into a Cash Management Plan, as per the attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 4OA:5-14 in order to set forth the basis for the deposits ("Deposits 11) and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. The Cash Management Plan is available for audit.

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

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

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

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

N/A

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

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

IV. DESIGNATION OF DEPOSITORIES.

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

Banks and financial institutions - as stipulated in the reorganization resolution.

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

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

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

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

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

(1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

(2) Government money market mutual funds;

(3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

(4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

(5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;

(6) Local government investment pools;

(7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or

(8) Agreements for the repurchase of fully collateralized securities if:

(a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;

(b) the custody of collateral is transferred to a third party;

(c) the maturity of the agreement is not more than 30 days;

(d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and

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

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

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

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940,11 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.

(b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c) which has:

(i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940,11 15 U.S.C. sec.80b-i et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of $500 million.

Local Government Investment Pool. An investment pool:

(a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;

(b) which is rated in the highest category by a nationally recognized statistical rating organization

(c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;

(d) which is in compliance with rules adopted pursuant too the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least $25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

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

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

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

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

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

VIII. REPORTING REQUIREMENTS.

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

A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.

B. The amount of securities or Deposits purchased or sold during the immediately preceding month.

C. The class or type of securities purchased or Deposits made.

D. The book value of such Deposits or Permitted Investments.

E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.

F. The fees incurred to undertake such Deposits or Permitted Investments.

G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.

H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

IX. TERM OF PLAN.

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

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

RESOLUTION NO. 2008 - 9

A RESOLUTION PERMITTING THE AUTHORIZION OF PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that this resolution covers all such expenditures from the 2008 budget; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 – 10

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, that refunds be made as per the attached schedule; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

DAVID PITT & STEPHANIE CLOVIS $1198.68
20 PALFREY LANE
WILLINGBORO, N.J. 08046
BLOCK 328
LOT 5
20 PALFREY LANE
OVERPAYMENT TAXES

JOSEPH & MARIAN DEVENNY 867.22
5 PENNYPACKER DRIVE
WILLINGBORO, N.J. 08046
BLOCK 325
LOT 15
5 PENNYPACKER DRIVE
OVERPAYMENT TAXES

NATIONAL REAL ESTATE INFORMATION SERVICES 1872.57
100 BEECHAM DRIVE
PITTSBURGH, PA 15205
BLOCK 409
LOT 8
120 COUNTRY CLUB RD
OVERPAYMENT TAXES

DAVIS, BERNARD & LAURETTA 354.83
11 HARRISON DRIVE
WILLINGBORO, N.J. 08046
BLOCK 608
LOT 49
11 HARRISON DRIVE
OVERPAYMENT TAXES

PAMELA A. BROWN 1121.57
80 GAFFNEY LANE
WILLINGBORO, N.J. 08046
BLOCK 702
LOT 7
80 GAFFNEY LANE
OVERPAYMENT TAXES

LANDAMERICA NATIONAL LENDER SERVICES 68.54
1123 SOUTH PARKVIEW DRIVE
COVINA, CA 91724
BLOCK 26
LOT 1.02
1000 SALEM ROAD
OVERPAYMENT TAXES

ARTHUR JOHNSON & NANAH YANCY $ 58.57
72 PAGEANT LANE
WILLINGBORO, N.J. 08046
BLOCK 307
LOT 1
72 PAGEANT LANE
OVERPAYMENT TAXES

SANDRA L. WILLIAMS 259.00
26 GRANITE LANE
WILLINGBORO, N.J. 08046
BLOCK 711
LOT 4
26 GRANITE LANE
OVERPAYMENT TAXES

MOSEZELLE LOWE 782.63
31 ROXBOROUGH PLACE
WILLINGBORO, N.J. 08046
BLOCK 901
LOT 136
31 ROXBOROUGH PLACE
OVERPAYMENT TAXES

LENDER'S FIRST CHOICE 976.43
3850 ROYAL AVENUE
SIMI VALLEY, CA. 93063
BLOCK 126
LOT 24
159 SOMERSET DRIVE
OVERPAYMENT TAXES

AMERICAN ESCROW & CLOSING CO. 175.55
1699 WALL STREET, SUITE 700
MOUNT PROSPECT, IL. 60056
BLOCK 409
LOT 83
248 CLUB HOUSE DRIVE
OVERPAYMENT TAXES

ROBERT M. MASON 1178.45
430 CHARLESTON ROAD
WILLINGBORO, N.J. 08046
BLOCK 608
LOT 2
430 CHARLESTON ROAD
OVERPAYMENT TAXES

PAULINE ROBINSON $ 1573.43
107 CLUB HOUSE DRIVE
WILLINGBORO, N.J. 08046
BLOCK 415
LOT 11
107 CLUB HOUSE DRIVE
OVERPAYMENT TAXES

DANYELLE ARCHER 1328.67
45 PADDOCK LANE
WILLINGBORO, N.J. 08046
BLOCK 305.01
LOT 35
45 PADDOCK LANE
OVERPAYMENT TAXES

ANDRIL & ESPINOSA, ATTY TRUST ACCT 1114.99
534 WESTFIELD AVENUE
ELIZABETH, NEW JERSEY 07208
BLOCK 240
LOT 5
22 BURGESS LANE
OVERPAYMENT TAXES

HALLMARK TITLE AGENCY, LLC 410.21
3322 ROUTE 22 WEST, BUILDING 10
SUITE 1007
BRANCHBURG, N.J. 08876
BLOCK 711
LOT 16
19 GARNET LANE
OVERPAYMENT TAXES

MABEL J. CHAMBERS 250.00
44 PADDOCK LANE
WILLINGBORO, N.J. 08046
BLOCK 309
LOT 9
44 PADDOCK LANE
VETERAN DEDUCTION

TERRY W. WATSON 250.00
33 TOWER LANE
WILLINGBORO, N.J. 08046
BLOCK 1127
LOT 7
33 TOWER LANE
VETERAN DEDUCTION

KEARSE, MICHAEL & PAMALA	98.42
20 BLUEBERRY LANE	
WILLINGBORO, N.J. 08046	
BLOCK 206	
LOT 6	
20 BLUEBERRY LANE	
OVERPAYMENT TAXES	
COUNTRYWIDE TAX SERVICES CORP	
PO BOX 10211 ATTN: TAX DEPT. SV-24	
VAN NUYS, CA 91410-0211	
BLOCK 643	107.39
LOT 7	
136 HARRINGTON CIRCLE	
BLOCK 601	115.24
LOT 21	
65 HAMILTON LANE	
BLOCK 609	112.13
LOT 18	
523 CHARLESTON ROAD	
BLOCK 314	115.13
LOT 24	
198 PAGEANT LANE	
OVERPAYMENT TAXES	
COUNTRYWIDE TAX SERVICES CORP.	
PO BOX 10211 ATTN: TAX DEPT. SV-24	
VAN NUYS, CA. 91410-0211	
BLOCK 518	2425.63
LOT 12	
95 MANOR LANE	
BLOCK 409	171.00
LOT 57	
110 CLUB HOUSE DRIVE	
BLOCK 544	600.00
LOT 19	
32 MAYFAIR CIRCLE	
BLOCK 541	378.85
LOT 31	
67 MELBOURNE LANE	
OVERPAYMENT TAXES	

RESOLUTION NO. 2008 – 11

Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the December 2007 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2008, the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 12

A RESOLUTION RESCINDING RESOLUTION NO. 2007 – 180 *AND* AUTHORIZING THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH THE PUBLIC WORKS EMPLOYEES ASSOCIATION

WHEREAS, the Willingboro Township Public Works Employees Association and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, Willingboro Township Council, on December 11, 2007, by the adoption of Resolution No. 2007 – 180 approved the Agreement with the Public Works Employees Association; and

WHEREAS, after said adoption it was determined by Willingboro Township Council and the Public Works Employees Association that certain typographical errors and language needed to be corrected; and

WHEREAS, we are now in possession of all corrections, and it is therefore necessary to formally rescind Resolution No. 2007 – 180 and by adoption of Resolution No. 2008 – 12 formally authorize the execution of the corrected Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of January, 2008, that:

A. Resolution No. 2007 – 180 is rescinded – and all action taken thereunder.
B. The attached, amended, collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2009 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
C. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
D. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

THE TOWNSHIP OF
Willingboro
NEW JERSEY
A Naturally Better Place to Be.

June 24, 2010

Sick Leave Hours in the Public Works Employees Contract 2007-2009 states that employees will receive 132 hours of sick leave per year for employees who have been here for more than one year.

All township employees regardless of contract affiliation are entitled to 15 sick days per year. If the employee works an 8 hour shift, the amount given is 120 hours per year.

This is a correction of the Willingboro Township Public Works Employees Contract January 1, 2007 through December 31, 2009.

Michael Bedsit
Public Works Union President

Joanne M. Diggs
Township Manager

Ellie Campbell
Mayor

Rose Ann
Township Clerk

6/29/10
Date

Willingboro Township Municipal Complex
One Salem Road • Willingboro, NJ 08046 • P. 609.877.2200 • F. 609.835.0782 • www.willingboro.or

RESOLUTION NO. 2007 - 180

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH THE PUBLIC WORKS EMPLOYEES ASSOCIATION

WHEREAS, the Willingboro Township Public Works Employees Association and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of December, 2007, that:

A. The attached collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2009 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
C. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.

Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

Preface

This Agreement is made and entered into on this **11th day of December 2007**, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Employees Association, hereafter referred to as the " Association"

In consideration of the mutual promises contained herein, it is Hereby Agreed as follows:

Article I: Recognition

In order to promote harmonious relations between the Township and the Association, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment;

A. The Township recognizes the Association as the sole and exclusive collective negotiating representative for full-time Association Members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Association in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.

B. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

C. References to males shall include females, and references to females shall include males.

Article II: Negotiation of Successor Agreement

A. Consistent with NJSA 34:13A-1 et seq., as set forth in this Agreement with the Association, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the Association members, which terms or conditions have not been preempted by statute or regulation.

B. No later than September **2009,** the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

C. During negotiations, the Township and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desi utilize the services of outside consultants and may call upon professional and lay representati

to assist in the negotiations. The costs incurred by either party for the party utilizing the service shall pay the services of consultants, professionals or lay representatives.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article III: Grievance Procedure

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

B. A "grievant" is the employee or employees, or the Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.

C. A "party in interest" is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might to be taken in order to resolve the claim.

D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days.

F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Association's designated representative, with the objective of resolving the matter informally.

G. Level Two: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within the seven (7) day period, an aggrieved person may verbally or in writing present the grievance to a Division Supervisor within 15 days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Superintendent shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Department Head and to the Association.

H. Level Three: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Director within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered, and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Association. The Department Head, or the designated representative of the Department Head shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) day after the grievance is presented to the Department Head with copies to the Township Manager and the Association.

I. Level Four: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Level Three, if no decision is rendered. The written grievance shall include the information set forth in Level Three and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Association

J. Level Five: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Four, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

K. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

L. Any grievant may represent himself/herself through Level Two of this procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association.

M. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence a Level Three.

O. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

P. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article IV: Employee Rights and Privileges

A. Pursuant to NJSA 34:13A-1 et seg. the Township agrees that every employee of the Township shall have the right to freely organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to their Association membership, shall have the right freely to organize, join and support the Association and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Association or its affiliate. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined without just cause.

D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Department of Personnel Rules and Regulations.

F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

G. Any criticism by a supervisor, or Township Official of an employee and his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.

Article V: Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying for a fee, to the Association, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations.

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Association to process any grievance or complaint.

The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Association shall furnish or make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

C. Representatives of the Association shall be permitted to transact official Association business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday.

D. The Association shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas, where there is more than one bulletin board. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association and its representatives shall have the right to use a Township building at all reasonable hours for meetings, provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission.

F. The Association shall have the right to use facilities when these facilities are not in use, provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Association shall pay for any materials or supplies in connection with such use. The Association shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use

G. The Association shall have the right to use the interoffice mail system.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

Article VI: Management Rights:

The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

Article VII: Work Year

A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the Work year shall consist of 2,080 hour (forty (40) hours per week for fifty-two (52) weeks).

B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick time this amount shall be deducted from the member's last payroll check.

Article VIII: Seniority

A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department.

B. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

C. The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Association upon reasonable request.

D. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.

E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff.

Article IX: Job Posting

A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.

C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

Article X: Hours of Work and Overtime Pay

A. The workweek for members of this Unit shall be forty (40) hours inclusive of meals and breaks.

B. The Public Works Garage and Yard operating hours are generally from 7:00 a.m. to 3:30 p.m.

C. Lunch Periods and Breaks

1. Each employee shall be entitled to a half hour per day lunch period with pay.
2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

D. Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

E. No overtime shall be worked except where authorized in advance by the Department Head or in accordance with procedures established by the Department Head. No employee shall be entitled to authorize his/her own overtime.

F. The Township shall provide to the Association, upon reasonable request, a list of employees showing overtime worked.

G. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed in conformance with Applicable Rules as governed by the FLSA.

H. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked for the purpose of computing overtime pay.

I. An employee who is called back to work after the regular workday has ended shall receive at least three (3) hours pay at the appropriate rate.

J. An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of two (2) hours pay at time and one-half.

K. Changes in the work schedule shall require a two-week prior notice, except in case of emergency or snow removal.

L. Snow Removal –
All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times.
All hours between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

Emergency –
All time prior to the employee's workday shall be paid at 1 1/2 times.
All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times.
All time between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

The Township shall afford each member the appropriate meal allowance and breaks or provide the same through the Township at its own facilities.

M. All Sunday and Holiday work, if required, shall be paid at 1 ½ times the rate of pay, except for those individuals normally scheduled to work weekends.

N. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws

Article XI: Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the Department Head or his designee has approved the accumulation. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.

B. Employees may choose to be credited with compensatory time in lieu of overtime pay. However, employees may only accrue a maximum of 80 hours of compensatory time at any one time. This option shall be exercised in January of each year.

C. Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Township. Compensatory time must be taken within six (6) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay at which it was earned. Maximum amount of compensatory time accrued within one year shall be 160 hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at overtime rates (1 1/2). Unused compensatory time shall not be carried over into a subsequent year.

Article XII: Salary and Wages

A. As of January 1, 2007 step increases are no longer in effect.

B. Minimum base starting salaries commencing January 1, 2007 are as follows:

Equipment Operator Grade 12	**$ 49,000**
Truck Driver Grade 10	**$ 45,000**
Laborer Grade 9	**$ 34,000**
Laborer Grade 7	**$ 27,000**

C. Employees with a 2006 base salary that is above the minimum salary in effect as of January 1, 2007 will receive the following increase January 1, 2007:

Grade 12	**$ 2,200**
Grade 10	**$ 1,993**
Grade 9	**$ 1,900**

(Note there are no grade 7's above the current minimum)

D. Employees with 2006 salaries that are below the minimum salary in effect as of January 1, 2007 will receive an increase equivalent to the minimum base salary in effect as of January 1, 2007.

E. Employees will receive an increase above the base salary in the following years as follows:

2008	**4%**
2009	**4%**

Article XIII: Uniforms

The Township shall provide all employees covered under this Agreement with uniforms. Each full-time employee shall be provided with the following as appropriate and needed:

Long Pants	Tee Shirts
Long Sleeve Shirts	Shorts
Jackets/Coveralls	Rain Gear/Snow Gear

Work Shoes –The Township shall provide reimbursement to each employee for a maximum of two pairs of Work shoes per year. The maximum reimbursement per pair of shoes shall be $100.

The Township shall supply all foul weather and safety clothing necessary to perform the assignments of the Township.

Article XIV: Uniform Allowances

A. The Township will replace uniforms in case of irreparable damage.

Article XV: Training

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Department Head. Any training program offered to any member of the unit shall also be made available to other members, if appropriate, based on job title and duties.

Article XVI: Holidays

The following days shall be recognized as holidays and employees shall receive a day off with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

A. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday.

B. If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

C. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to 1 ½ times the employee's regular rate of pay for all hours worked on the holiday.

Article XVII: Vacation Leave

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day for each full month of employment.

B. Beginning with the second year of employment through and including seventh year of employment, fifteen (15) days per year.

C. Beginning with the eighth year of employment through and including the twelfth year of employment, eighteen (18) days per year.

D. Beginning with the thirteenth year of employment, twenty-three (23) days per year.

E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An Employee may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager

F. An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

G. For purposes of calculating total earned vacation leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours.

Article XVIII: Sick Leave

A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to a contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each full month of employment.

An employee who has been employed for more than one (l) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st (132 hours). In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of one and one-quarter (1.25) sick days for each full month of employment.

C. Unused sick leave may be accumulated from year to year without limitation.

D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.

E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.

F. Sick leave is not to be used for personal business or as additional vacation days.

G. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:

(1) An employee is absent in excess of (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;

(2) An employee is absent for five (5) consecutive days;

(3) An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.

All employees must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.

H. Abuse of sick leave shall be cause for disciplinary action.

I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.

K. Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action: required to provide a physician's certification of illness.

L. Whenever the Township shall require that a physician selected by the Township provide the medical certification, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

M. Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

N. For purposes of calculating total earned sick leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

O. Sick Leave Incentive -Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of $600.00 or personal days. If a cash payment is chosen, the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except as set forth in this article, the use of a personal day is not subject to any other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

Article XIX: Accumulated Sick Leave

The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

For members employed by the Township whose accumulated sick leave has a value of more than $10,000 as of April 1, 1993:

Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

If such a members shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to Ten Thousand ($10,000.00) dollars or less, then the maximum paid shall not exceed Ten Thousand ($10,000.00) dollars as provided herein.

For members employed by the Township whose accumulated sick leave has a value of less than $10,000 as of April 1, 1993:

Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed ten ($10,000.00) dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

B. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

C. Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

Article XX: Jury Leave

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:
(a) has notified the Township immediately upon receipt of a summons for jury duty;
(b) the employee has not voluntarily sought jury service;
(c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
(d) the employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11 :00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

Article XXI: Military Leave

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

Article XXII: Leave of Absence for Death in Family

An employee will be allowed the following time off in the case of the death of:

A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law or daughter-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one work week.

B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

C. Employees who need additional time beyond that provided in the above may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

Article XXIII: Longevity Payments

For those members who were employed by the Township as of November 1, 1993, the longevity program shall continue in effect as it existed on that date, as follows:

For members employed as of December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years	—	One Increment
Completion of 12 years	—	Two Increments
Completion of 16 years	—	Three Increments
Completion of 20 years	—	Four Increments

For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years	—	Five Hundred Dollars
Completion of 12 years	—	One Thousand Dollars
Completion of 16 years	—	One Thousand Five Hundred Dollars
Completion of 20 years	—	Two Thousand Dollars

No member hired by the Township on or after November 1, 1993, shall hereafter become eligible for longevity payments.

Article XXIV: Worker's Compensation Supplemental Pay

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers' compensation temporary disability benefits or for a period of two (2) years, whichever is less.

Article XXV: Insurance

A. Group Health Insurance

1) As of January 1, 1994, the Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

2) For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan for the first year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.

3) Effective January 1, 2002, the Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

B. Group Dental Insurance

1) For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.

2) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage for the first year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

3) Effective January 1, 2002, the Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. Effective January 1, 2007, an employee who retires from the Township after completing 25 years of full-time service with the Township shall be eligible to receive an annual payment for health insurance benefits, including dental benefits, in an amount not to exceed Six Thousand Dollars ($6,000.00). Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If the employee selects another benefit plan, the Township will make a direct payment to the health care plan not to exceed Six Thousand Dollars ($6,000.00) annually. This payment shall be made up until the inclusion in Medicare.

D. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Association. In the event that the Association decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter

will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

E. Insurance Buy-back

Effective January 1, 2007, the Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first [1ST] pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's Treasurer for the coming year. The waiver must be filed at least one [1] month in advance of the effective date of the waiver. The amount of the payment shall not exceed Four Thousand dollars or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage; and Sixty [$60] dollars per year for a waiver of the Dental coverage. If an employee elects to re-join the Township's group coverage, the employee shall make an application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

Article XXVI: Disciplinary Proceedings

A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.

B. Employees may be subject to minor disciplinary actions for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.

C. The Association shall be immediately copied regarding any major or minor disciplinary actions given to employees covered by this Agreement.

Article XXVII: Replacement of Lost or Damaged Personal Property

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Fifty Dollars ($50.00) for a wristwatch or One Hundred Twenty Five Dollars ($125.00) for prescription lenses.

Article XXVIII: Association Rights

A. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Association conventions and meetings or for

the conduct of Association business. The allowed time may be divided among more than one employee in units of no less than one-half days.

B. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Association representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

Article XXIX: Payroll Deduction of Association Dues

A. The Township agrees to deduct dues of members of the Association from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Association shall be provided, in writing, to the Township by the President of the Association, which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

B. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eight-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The Association shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

Article XXX: Educational Payments

It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation during off-duty and non-working hours, in educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided that funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.

Article XXXI: Term of Agreement

This Agreement shall be in full force and effect from January 1, 2007 through December 31, 2009, and for the succeeding period of twelve (12) months, unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST:
TOWNSHIP OF WILLINGBORO

Marie Annesee
Township Clerk

Mayor

ATTEST:
WILLINGBORO TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION.

Witness
Director Public Works

DONALD GEORGE
Association President

RESOLUTION NO. 2008 - 13

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SOLID WASTE SERVICE CONTRACT WITH THE COUNTY OF BURLINGTON FOR THE PROVISION OF SOLID WASTE SERVICES.

WHEREAS, in accordance with the provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E- 1 et seq., and the Burlington County District Solid Waste Management Plan (the "Plan") adopted pursuant thereto, the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the "Solid Waste System") to provide for the processing, disposal and recycling of all solid waste generated within Burlington County; and

WHEREAS, the County has determined to provide for continued use of its Solid Waste System by the TOWNSHIP OF WILLINGBORO at a guaranteed cost; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County and for any term agreed upon by the parties; and

WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 8th day of January, 2008, as follows:

Section 1. The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein, with such changes thereto as are approved by counsel to the Township of Willingboro.

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Willingboro named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Willingboro.

Section 3. This Resolution shall take effect immediately.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

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

January 23, 2008

Mary Pat Robbie, Director
Department of Resource Conservation
P. O. Box 6000
Mount Holly, New Jersey 08060-6000

Dear Ms. Robbie:

Attached are four (4) copies of the Solid Waste Service contract providing for continuation of recycling and solid waste disposal services for calendar year 2008 which were signed by Mayor Jennings. Also attached is a copy of Resolution No. 2008 – 13 which was adopted by Willingboro Township Council at their meeting of January 8, 2008.

Upon completion we would appreciate receiving a fully executed copy of the contract.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

12/26/07
to Dr. A
to review &
approve

# of Chosen Freeholders
unty of Burlington
New Jersey

Location:
1900 Briggs Road
Mount Laurel, New Jersey 08054

Telephone No. 856-642-3850
Fax: 856-642-3860

December 17, 2007

DEC 21 2007

The Honorable Jeffrey E. Ramsey
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

On behalf of the Board of the Chosen Freeholders, I am forwarding for your review and execution four (4) copies of a solid waste service contract providing for continuation of recycling and solid waste disposal services for calendar year 2008.

Please be advised that effective January 1, 2008, the base rate charged for landfill disposal will be $59.66 and the total charge for landfill disposal with applicable taxes and host community benefits will be $66.20 per ton. This 3% increase in the base rate is in keeping with prior years and is necessary to offset increases that the County has incurred in the cost of operating the solid waste management system. The 2008 rate also reflects a state mandated increase in the Solid Waste Services Tax from $1.60 per ton to $1.65 per ton. A complete list of the 2008 charges for solid waste and recyclables accepted at the Resource Recovery Complex is attached for your reference.

I would also like to make you aware that the County recently petitioned the Department for changes to our Permanent Tariff for Solid Waste Disposal which were approved and will become effective on January 1, 2008. The changes simply clarify procedures for billing and payment for services rendered and will not have any effect on the rate schedule. The only change that you should notice is that instead of receiving weekly statements, you will now receive statements on a monthly basis. I have attached a copy of Sheets 11 and 12 of the Tariff which set forth the Billing Procedures and Termination of Services for your information.

Last year I advised that there was the potential for a slight increase in the host benefits tax that was expected to become effective in the last quarter of this year. We are still awaiting information in this regard and will provide you with notice of this increase as soon as we know the amount and the effective date.

Your continued support of the County's solid waste management programs is appreciated. Please do not hesitate to contact me at (856) 642-3850 if you should have any questions in this regard.

Very truly yours,

Mary Pat Robbie
Director

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX
2008 DISPOSAL FEES
Effective January 1, 2008

WASTE CLASS	DESCRIPTION	BASE RATE	TAX	TOTAL	UNITS
10, 13, 23, 25, 27, 401	Tipping Fee	59.66		59.66	
	Solid Waste Services Tax		1.65		
	Landfill Closure & Contingency Tax		1.50		
	Florence Township Host Benefit		1.53		
	Mansfield Township Host Benefit		1.53		
	County Solid Waste Enforcement Tax		0.33		
	Subtotal Taxes			6.54	
	Total Tipping Fee			$ 66.20	per ton
12	**Total Tipping Fee**			$ 65.40	per ton
13C	Tipping Fee	80.00			
	Taxes		6.54		
	Total Tipping Fee			$ 86.54	per ton
Source Separated Waste:				$ -	per ton
	Scrap Metal			$ 8.00	each
	White Goods with Freon			$ 14.00	each
	Propane Tanks			$ 100.00	each
	Oxygen and Acetylene Tanks			$ 2.50	each
	Auto Tires (without rim)			$ 3.25	each
	Auto Tires (with rim)			$ 7.50	each
	Truck Tires (without rim)			$ 8.50	each
	Truck Tires (with rim)			$ 2.00	each
	Ballast (with light fixture)			$ 1.50	each
	Ballast (without light fixture)			$ 6.07	per bag
	Friable Asbestos			$ 3.44	per bag
	Non-Friable Asbestos			$ 49.00	per ton
	Wood (mixed)			$ 10.00	per ton
	Wood (lumber)			$ 10.00	per ton
	Wood (pallets)			$ 27.00	per ton
	Wood (stumps)			$ 22.00	per ton
	Wood (tree brush/parts)			$ 14.00	per ton
	Wood Municipalities (tree parts/brush)			$ 188.00	per ton
	Wood (treated or mixed load)			$ 376.00	per load
	Treated Wood in mixed load handling fee			$ 125.00	per ton
	Sized Creosoted Wood (10' - 30')			$ 3.50	per ton
	Screened Street Sweepings				
Properly packaged Flourescent Lamps:				$ 0.44	each
	4 foot long unbroken tubes			$ 0.88	each
	8 foot long unbroken tubes			$ 1.75	per lb.
	broken tubes				
Non-Source Separated or Improperly Packaged Flourescent Lamps:				$ 0.88	each
	4 foot long unbroken tubes			$ 1.76	each
	8 foot long unbroken tubes			$ 3.50	per lb.
	broken or improperly packaged tubes				
Surcharges for Special Waste found in tipped loads:				$ 147.21	per load
	Friable Asbestos			$ 136.56	per load
	Non-Friable Asbestos			$ 160.00	per load
	Reloading Fee			$ 5.00	each
	Lead Acid Battery			$ 8.50	each
	Auto Tires (without rim)			$ 10.00	each
	Auto Tires (with rim)			$ 18.00	each
	Truck Tires (without rim)			$ 24.00	each
	Truck Tires (with rim)			$ 20.00	each
	White Goods (with freon or propane tank)			$ 15.00	each
	White Goods (without freon or propane tank)			$ 40.00	each
	Propane Tank				

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX
DEP NO. 2 - Solid Waste Disposal

STANDARD TERMS AND CONDITIONS
Billing Procedures and Termination of Services

3.1 In accordance with N.J.A.C. 7:26H-4.7(c), the Facility shall have the right to require that any customer establish and maintain an advance payment account.

3.2 All users who deliver fifty tons or less of solid waste to the Facility per week shall pay for services at the time services are to be rendered on a cash basis unless the Facility determines to require that the customer establish and maintain an advance payment account in accordance with N.J.A.C. 7:26H-4.7. The only acceptable forms of payment for services are personal or business checks, cash (U.S. currency only), certified checks and money orders.

3.3 Subject to Sections 3.1 and 3.2, all users that deliver fifty or more tons of solid waste per week will be billed for services on a monthly basis by the Facility. All invoices must be paid within thirty (30) calendar days from the date of the invoice.

3.4 If payment is not received within ten (10) days from the due date specified in the invoice, the Facility shall notify the user in writing that payment is delinquent. The Facility may refuse admittance to a user who fails to submit payment within seven (7) days of receipt of the written notice.

3.5 The Facility shall have the right to assess a late payment charge equal to one and one-half percent of the invoiced amount on bills that are more than forty-five (45) days past due. Payment of late payment charges may be waived at the discretion of the Board of Chosen Freeholders.

ISSUED: January 9, 1998 EFFECTIVE: February 1, 1998
REVISED: October 15, 2007 EFFECTIVE: January 1, 2008

ISSUED BY: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON
49 Rancocas Road
Mount Holly, New Jersey 08060
ATTENTION: AUGUSTUS M. MOSCA, COUNTY ADMINISTRATOR

FILED PURSUANT TO ORDER OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER DOCKET NO. SR9202052J

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX
DEP NO. 2 - Solid Waste Disposal

STANDARD TERMS AND CONDITIONS
Billing Procedures and Termination of Services
(Continued)

3.6 If a check submitted for payment is dishonored, the Facility shall notify the user in writing and the user shall make that check whole by cash or certified check within ten (10) days of User's receipt of such notice from the Facility. In addition, User shall be liable for a bad check charge as established by the Board of Chosen Freeholders by duly authorized resolution. Payment of this charge shall be made by a certified check or cash. For the 30-day period subsequent to this incident, the Facility may require that the user pay all charges by cash or certified check. In the event that a check submitted for payment by the same user is dishonored within three (3) months of the dishonor of another payment, the user shall be required to pay for all services with a certified check or cash for the following six (6) months. Upon the dishonor of three user's checks within a six (6) month period, the user shall be required to make all future payments by certified check or cash until such time as the user is able to satisfy the Facility that any problems which precipitated or caused the user to issue bad checks have been resolved.

MUNICIPAL SOLID WASTE SERVICE CONTRACT

by and between

COUNTY OF BURLINGTON, NEW JERSEY

and

Township of Willingboro

Dated as of January 1, 2008

2008 SOLID WASTE SERVICES AGREEMENT

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

This Agreement is made by and between the above-named Municipality and the Burlington County Board of Chosen Freeholders (the "County").

WITNESSETH:

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County has developed, implemented and financed a solid waste management system (the "System"), consisting of a number of facilities for the disposal or recycling of solid waste generated within the geographic boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan (the "Plan"); and

WHEREAS, the County has determined to provide for the use by the Municipality of the System through the disposal or processing of solid waste, recyclables and household and small quantity generator hazardous waste (the "S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Municipality wishes to participate in and utilize the System; and

WHEREAS, the parties wish to establish the terms and conditions under which (a) the County will provide the S/W Services and (b) the Municipality will deliver solid waste, recyclables and household and small-quantity generator hazardous waste originating within its geographic boundaries that is collected by the Municipality, or on its behalf to the System for processing and/or disposal; and

WHEREAS, the County and the Municipality have duly authorized the making and execution of this Service Contract;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be bound hereby, mutually covenant, promise and agree as follows:

INDEX

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.01. Certain Definitions 2
Section 1.02. Terms Generally 5

ARTICLE II OPERATION, MANAGEMENT AND USE OF SYSTEM

Section 2.01. Operation and Management of System 6
Section 2.02. Municipal Commitment and Acknowledgement of Requirement to Use System 6

ARTICLE III PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

Section 3.01. Provision of S/W Services 6
Section 3.02. Waste Delivery Obligations 7
Section 3.03. Waste Screening Obligations 7
Section 3.04. Waste Flow Enforcement of Obligations 7
Section 3.05. Disposal of Unacceptable Waste 8
Section 3.06. Scales, Weighing, Records and Regulation of Deliveries 8
Section 3.07. Rules and Regulations 8
Section 3.08. Participation in Auto Cart Program 8

ARTICLE IV ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES

Section 4.01. General 9
Section 4.02. Service Charges 9
Section 4.03. Payment and Collection of Service Charges 10
Section 4.04. Deficiency Charges 10
Section 4.05. Payment of Service Charges 10
Section 4.06. Payment of Deficiency Charges 11
Section 4.07. Payment of Unacceptable Waste Costs 11
Section 4.08. Unconditional Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs; Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Municipality Intended to be Equivalent of General Obligation Debt 11
Section 4.09. Payment Disputes 12

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Capitalized words, which are used as defined terms shall have the meanings ascribed to such words below unless the context clearly requires otherwise.

"Acceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations and shall include Landfill Waste, Bulky Waste Recyclables, Designated Recyclables and Household and Small Quantity Generator Hazardous Waste. It shall not include Unacceptable Waste.

"Applicable Laws" means any permits, licenses and approvals issued for or with respect to the System and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which has been enacted, adopted, promulgated or issued by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, the Municipality and/or the System (or any portion thereof), including the Plan.

"Auto Cart" means a waste receptacle designed for residential use that is cable of being emptied by automated waste collection vehicles.

"Billing Period" means each calendar month in a Billing Year.

"Billing Year" means a twelve-calendar-month period commencing on January 1 and ending on December 31.

"Bulky Waste Recyclables" shall have the meaning set forth in the Rules and Regulations.

"Commencement Date" means January 1, 2008, the date that the County will commence with the provision of S/W Services.

"Contract Date" means the date of execution of this Service Contract by both parties hereto. This Contract shall not be binding on either party until duly executed by both.

"County" means the County of Burlington, New Jersey, acting by and through the Board of Chosen Freeholders, its servants, employees, agents and contractors, successors and assigns.

"County-collected Recyclables" means Designated Recyclables that are collected by or on behalf of the County through the Burlington County Regional Recycling Program, currently operated by the Occupational Training Center of Burlington County.

"Resource Recovery Complex" means the facilities located within the 550-acre complex in the Townships of Florence and Mansfield including, among other facilities as described in the Plan, a sanitary landfill, co-composting facility, scale house, Household and Small Quantity Generator Hazardous Waste Facility and Bulky Waste Recyclables receiving, processing and storage area.

"Rules and Regulations" means the rules and regulations that are implemented and modified from time to time by the County relating to the delivery of Acceptable Waste to the System. The Rules and Regulations in effect as of the date of this Service Contract are attached hereto as Schedule 2 and made a part hereof as if set forth in full herein.

"Service Charges" means the fees payable for or with respect to S/W Services, as set forth in Section 4.02 hereof.

"Service Contract" means this "Municipal Solid Waste Service Contract", including the Schedules hereto and any written amendments hereof or supplements hereto that have been executed by both the County and the Municipality.

"Solid Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Solid Waste Act" means the New Jersey Solid Waste Management Act constituting Chapter 39 of the Pamphlet Laws of 1970, of the State of New Jersey and the acts amendatory thereof and supplemental thereto.

"S/W Services" means the services provided to the Municipality under the terms of this Service Contract for or with respect to the transfer, transportation, acceptance, processing, recycling and/or disposal of Acceptable Waste, as follows.

(i) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;

(ii) provide for the collection, processing and marketing of County-collected Recyclables;

(iii) operate and maintain the Household and Small Quantity Generator Hazardous Waste Facility at the Resource Recovery Complex and allow access to that facility by residents of the Municipality and use by the Municipality for Hazardous Wastes it generates in accordance with Applicable Law;

(iv) provide facilities for the receipt and processing of Bulky Waste Recyclables delivered to the Resource Recovery Complex by the Municipality.

"State" means the State of New Jersey.

ARTICLE II

OPERATION, MANAGEMENT AND USE OF SYSTEM

Section 2.01. Operation and Management of System. From and after the Commencement Date, the County shall be obligated to operate, maintain and manage the System so as to provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract. The County's activities in furtherance of the provisions of this Section 2.01 shall be undertaken in accordance with all Applicable Laws including, specifically and without limitation, the provisions of the Solid Waste Act, and in a manner that is consistent with the provisions of the Plan in effect from time to time; provided however, that no Event of Default shall exist with respect to any violation of Applicable Law if the County is diligently and in good faith contesting the Applicable Law.

Section 2.02. Municipal Commitment and Acknowledgment of Requirement to Use System. During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration of the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Municipality warrants, covenants and agrees that it will not design, acquire, construct, operate, maintain or manage any facilities for the transfer, transportation, acceptance, processing diversion and/or disposal of any Acceptable Waste except as provided in this Agreement. Municipality further warrants, covenants and agrees that it will not contract and shall not permit any portion of Acceptable Waste of the Municipality to be diverted, removed or disposed of, directly or indirectly, through contracts or agreements executed by or on behalf of the Municipality or any agency, instrumentality or entity of the Municipality, including school boards. The foregoing notwithstanding, only County-collected Recyclables – not all Designated Recyclables – shall be subject to this provision.

ARTICLE III

PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

Section 3.01. Provision of S/W Services. From and after the Commencement Date and during the Term of this Agreement, the County shall provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract.

Notwithstanding the above to the contrary, in the event that any component of the System is not capable of providing the S/W Services contemplated by this Service Contract, the County shall be entitled to utilize the System (and any facilities and/or contractual agreements that comprise the System) in such manner as the County reasonably determines is the most effective and environmentally secure means of providing the S/W Services contemplated hereunder.

that the County shall have the right, but not the obligation, to undertake a program of enforcement on behalf of the Municipality (or in addition to the Municipality) in order to satisfy the Municipality's obligations hereunder in the event that the Municipality fails to do so.

Section 3.05. Disposal of Unacceptable Waste. The Municipality shall be obligated to provide for the disposal of Unacceptable Waste generated within the geographic boundaries of the Municipality and over which it has control or for which it has responsibility. Such Unacceptable Waste shall be disposed of at such other processing and/or disposal facilities arranged by or procured by the Municipality. Municipality acknowledges and agrees that the County shall have no obligation therefor.

The Municipality shall use reasonable efforts to prevent the delivery of Unacceptable Waste to the Resource Recovery Complex and shall pay Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Municipality in accordance with Section 4.09 hereof. If, after the date on which the Municipality makes a payment for Unacceptable Waste Costs, the County receives proceeds from insurance or other third-party payments in respect of such Unacceptable Waste Costs, the County shall credit the Municipality with an amount equal to the lesser of (i) the net proceeds from such insurance or other third-party payments and (ii) the Unacceptable Waste Costs paid by the Municipality.

Section 3.06. Scales, Weighing, Records and Regulation of Deliveries. The County shall operate and maintain scales for the purpose of weighing each loaded vehicle delivering Acceptable Waste to the System, shall maintain records of the number of Tons of Acceptable Waste delivered to the System and may reject deliveries to the System of Unacceptable Waste, all in accordance with the Rules and Regulations.

Section 3.07. Rules and Regulations. The Municipality hereby acknowledges that it has reviewed and is familiar with the Rules and Regulations and it is a condition to the provision by the County of the S/W Services that the Municipality complies therewith. Municipality acknowledges and agrees that the County shall have the right to enforce the Rules and Regulations and to modify them at any time during the Term of this Agreement. The Rules and Regulations in effect as of the Contract Date are attached hereto as Schedule 2. The Municipality shall also require that its Designated Haulers comply with all Rules and Regulations.

Section 3.08. Participation in Auto Cart Program. Municipality acknowledges that the County is conducting pilot programs by which County-collected Recyclables are picked up by Auto Carts. The Municipality acknowledges that it may be eligible for such a program if the County determines that it has the capability and vehicles sufficient for this purpose. Municipality further acknowledges that the County's implementation of such a program would require agreement between the parties as to the procurement and liability for costs of the containers.

Section 4.03. Payment and Collection of Service Charges.

(a) General. The County shall be entitled to take all reasonable measures that are permitted by Applicable Law to charge, collect and enforce payment of all Service Charges to the County or for its account.

(b) Payment By Municipality. In the event that Acceptable Waste is delivered by the Municipality (through collection and delivery of such Acceptable Waste by the Municipality's employees) to the System, the County shall charge and collect the applicable Service Charges directly from the Municipality.

(c) Payment by Municipality's Designated Haulers. In the event that Acceptable Waste is delivered to the System on behalf of the Municipality by a person or firm (other than the Municipality's employees) pursuant to the terms of a contract with the Municipality, the County shall charge and collect the applicable Service Charges directly from the person or firm delivering such Acceptable Waste to the System on behalf of the Municipality, or from the Municipality, at the Municipality's option; provided, however, execution of this Service Contract by the Municipality shall constitute the Municipality's acknowledgment and agreement to make payment of Deficiency Charges if such person or firm fails to make payment of the Service Charges payable on behalf of such Municipality under this paragraph (c). In no event shall any Designated Hauler's failure to pay amounts to the County due hereunder relieve the Municipality of its obligation to pay the Service Charges.

Section 4.04. Deficiency Charges. In the event that the amount of Service Charges collected from Designated Haulers with respect to any Billing Period is less than the total amount of Service Charges due and payable by the Municipality for or with respect to the provision of S/W Services, the County shall charge the Municipality and the Municipality shall make payment to the County of such shortfall (hereinafter referred to as "Deficiency Charges"). The County shall provide written notice to the Municipality setting forth, at a minimum, the amount of such Deficiency Charges and the method utilized by the County in calculating such Deficiency Charges. Such written notice shall also include sufficient documentation relating to the method of calculation and the assumptions and estimates utilized in such calculation.

Section 4.05. Payment of Service Charges. (a) Payment by Municipality. Subject to the provisions of Section 4.05(b) hereof, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly to the County. Payment of such Service Charges shall be made by the Municipality either by (1) check, made payable to the County, and paid within thirty (30) days of the date of the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates, or (2) by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality with the County. The amount of such withdrawal shall be equal to the amount reflected on the invoice for such Service Charges.

(b) Payment by Municipality's Designated Hauler. In the event that the Municipality elects to have the County collect the Service Charges payable by the Municipality from its

(iii) The Municipality further agrees that all payments of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs made by the Municipality hereunder, will be final when made and agrees that if any payment of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs is recovered from or repaid by the County, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Municipality, this Service Contract shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(b) Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Municipality Intended to be Equivalent of General Obligation Debt. The Municipality is fully, unconditionally and irrevocably obligated to pay Services Charges, Deficiency Charges and Unacceptable Waste Costs hereunder in the same manner and to the same extent as in the case of general obligation bonds issued by the Municipality. Accordingly, the Municipality is unconditionally and irrevocably obligated and hereby agrees to levy ad valorem taxes upon all the taxable property within the Municipality for the payment of such Service Charges, Deficiency Charges and Unacceptable Waste Costs (if sufficient moneys therefor are not otherwise available) without limitation as to rate or amount as permitted under applicable law.

Section 4.09. Payment Disputes. If (a) a Municipality (or its Designated Haulers on behalf of the Municipality) disputes the amount of any Service Charge or (b) a Municipality disputes the amount of any Deficiency Charges and/or Unacceptable Waste Costs, the Municipality (or, to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall provide notice to the County of such disputed amount, together with sufficient information to allow the County to understand the nature of the dispute, which notice shall be delivered no later than fifteen (15) days prior to the due date of the amount disputed; provided however, nothing contained herein shall be deemed to constitute a waiver of claims relating to prior payments, credits or adjustments, subject to application of relevant statutes of limitations for such claims under applicable laws. In such event, the Municipality (or to extent applicable, its Designated Haulers acting on behalf of the Municipality) shall make payment of the full amount of the Service Charges, Deficiency Charges and/or the amount of any Unacceptable Waste Costs invoiced, as the case may be. If the amount of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs, as the case may be, that is in dispute is ultimately determined not to be due and payable, such disputed amount shall be paid by the County to the Municipality (or, to the extent applicable, to its Designated Haulers).

To the extent that the parties cannot resolve any payment disputes, the provisions of Section 7.06 hereof shall govern resolution of such dispute.

ARTICLE VI

DEFAULTS AND TERMINATION

Section 6.01. Events of Default. Events of Default and applicable remedies therefor are set out in this Article VI.

Section 6.02. Events of Default by Municipality. The following shall constitute Events of Default on the part of the Municipality unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the County:

(a) persistent and repeated failure by the Municipality to timely perform any material obligation under of this Service Contract, except the obligations which are described in Subsections (b) and (d) hereof; or

(b) failure to pay amounts which are owed by the Municipality to the County under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) failure to comply with Section 3.08;

(d) (1) the Municipality being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the Municipality, under the laws of any jurisdiction or against the Municipality, if the Municipality does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) days of the institution of such proceeding, or (3) any action or answer by the Municipality, approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the Municipality, which shall substantially interfere with its performance thereunder; or

(e) failure to satisfy the representations, warranties and/or covenants which are provided in Section 5.01 and Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the County specifying such failure and requesting that such condition be remedied.

Section 6.03. Events of Default by the County. The following shall constitute Events of Default on the part of the County unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Municipality:

this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

Notwithstanding the above to the contrary, if the failure by the Municipality to make any payments required to be made under the terms of this Service Contract causes the County to be in default under the terms of any agreement executed for or with respect to the provision of S/W Services and if any such agreement is terminated as a result of such default, the County may terminate this Service Contract forthwith. Such termination shall be effective as of the effective date of the termination of the defaulted agreement.

(c) The occurrence of an Event of Default described under Section 6.02(c) hereof shall not require notice by the County as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.02(c) hereof may be waived by the County if the County determines, in its sole discretion, that the Municipality will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the County successfully pursues an action to enforce any remedy provided in this Section 6.04, the Municipality shall be liable to the County for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the County in connection with such action.

(e) This Section 6.04 shall survive termination of this Service Contract.

Section 6.05. <u>Remedies of Municipality</u>. (a) The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.03(a) and Section 6.03(b) hereof shall be (i) a suit seeking performance by the County of the provisions of this Service Contract, including the performance by the County of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (ii) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.03(d) hereof, if, within a period of thirty (30) days after the County shall have received notice from Municipality that an Event of Default has occurred under the terms of Section 6.03(d) hereof, such notice describing in reasonable detail the nature of the Event of Default, and the County has neither remedied nor has commenced and continue to pursue with due diligence an effective remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, the County and Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the County of the provisions of this Service Contract, including its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary

ARTICLE VII

MISCELLANEOUS

Section 7.01. Term of Service Contract. This Service Contract (including the respective obligations of the parties to perform hereunder) is for the term January 1, 2008, through December 31, 2008. It shall be effective on the date that both parties have signed it, but Municipality agrees to be bound by its terms if it utilizes the S/W Services.

Section 7.02. Assignment. This Service Contract may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that the County may, without the prior written consent of the Municipality, assign its interest hereunder to (i) any trustee for the holders of obligations issued by the County to finance the System, and (ii) any entity that is designated by the County as the Implementation Agency pursuant to the Solid Waste Act, in which case the Municipality shall execute and deliver any consents to assignment and attornment agreements in form and content reasonably satisfactory to such assignee; provided however, any costs incurred by the Municipality with respect to actions required to be taken by the Municipality shall be paid by the County.

Section 7.03. Dispute Resolution. Any dispute arising between the parties under the terms of this Service Contract (including any assertion that an Event of Default has occurred) shall be resolved through the use of any available equitable and/or civil procedures. However, except with respect to matters described in Section 6.02(b) or Section 6.03(b) hereof, prior to the filing of any action with the courts relating to such dispute, the parties agree that such dispute shall be the subject of informal negotiations between the parties for a period of not less than fifteen (15) days.

Section 7.04. Indemnification. (a) Each of the parties (the "Indemnifying Party") agrees to hold the other harmless and to indemnify and defend the other and its respective consultants and all officers, members, employees and agents (the "Indemnified Parties") from any and all liability, claims, actions, demands, losses, judgments, expenses, cost of suit (including reasonable attorney's fees) arising or alleged to arise from the performance or non-performance of any obligations required to be performed by the Indemnifying Party described herein. No party shall, however, be required to reimburse or indemnify any other party for any matter to the extent that it is due to the negligence, willful misconduct or wrongful act of such Indemnified Party.

(b) The County shall indemnify and defend the Municipality's Indemnified Parties from any and all liabilities, claims, actions, demands, losses, judgments, expenses, costs of suit (including reasonable attorney's fees) arising out of the provision of S/W Services in the manner contemplated under this Service Contract.

(c) The Municipality shall indemnify and defend the County Indemnified Parties from any and all liabilities, claims, actions, demands, judgments, expenses, costs of suit

IN WITNESS WHEREOF, the parties have set their hands and their seals on the date first hereinabove written:

MUNICIPALITY

By: _____ JAN. 8, 2008
Authorized Signature Date

JACQUELINE JENNINGS MAYOR
Typed/Printed Name of Signatory Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

By: _____ _____
Augustus M. Mosca, County Administrator Date

SCHEDULE 1

DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

"Uncontrollable Circumstance(s)" means the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Service Contract; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Service Contract:

(a) an act of God, lightning, earthquake, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), epidemics, droughts, high winds, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the County); but not including reasonably anticipated weather conditions for the County's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action and/or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body (other than the County), which, in each case, materially adversely affects (including without limitation delay and cost) the provision of S/W Services or the utilization of the System by the Municipality; provided however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action and/or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge;

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval which is necessary for the provision of S/W Services by the County or utilization of the System by the Municipality (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided

SCHEDULE 2

RULES AND REGULATIONS

1.0 PURPOSE

These rules and regulations shall govern the acceptance of solid waste at the facilities located within the Burlington County Resource Recovery Complex. In general, these rules consolidate and conform to the rules, regulations, and policies that are set forth in the Burlington County District Solid Waste Management Plan, the Permanent Tariff for Solid Waste Disposal at the Burlington County Resource Recovery Complex, the permits issued by the New Jersey Department of Environmental Protection ("DEP") for operation of the facilities, and the Operation and Maintenance Manual for the Resource Recovery Complex that has been filed with and approved by DEP.

2.0 DEFINITIONS

The following definitions shall apply:

Bulky Waste Recyclables - means source separated Class B recyclable materials which have been separated at the point of generation from other waste materials, and which include asphalt, brick, brush, concrete, scrap metal, stumps, tires, trees, tree parts, white goods, and wood (including painted, chemically treated, and creosoted. Acceptance of these materials shall be at the discretion of Burlington County.

Complex - means the Burlington County Resource Recovery Complex.

County - means the County of Burlington, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the operation, maintenance and management of the Resource Recovery Complex, also means the County's designated representatives or agents.

DEP - means the New Jersey State Department of Environmental Protection.

Designated Recyclable Material - means those recyclable materials designated in the Burlington County Recycling Plan to be source separated in a municipality in accordance with N.J.S.A. 13:1E-1, et seq.

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use

Christmas Day.

3.2 The Complex may open at hours other than it's regularly scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.

3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.

4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.

a. The County reserves the right to prohibit waste which, in its opinion, will adversely affect the operation of the Complex or which may represent a potential threat to the health and safety of operating personnel. Any such determination shall be made by the County.

b. The County shall have the right to require pre-processing or pre-treatment of a solid waste prior to accepting the waste if deemed necessary for the health or safety of Complex employees or facilities or for avoidance of delays in Complex operations that would be likely to result if the waste was not pretreated or preprocessed. Any such pretreatment or pre-processing requirements shall be communicated to the waste generator and may include, but are not limited to, wetting dusty wastes, dewatering industrial sludges, or adding lime to grit and screenings.

c. The Complex shall have the right to detain any vehicle for investigation and evidence gathering purposes, refuse to service the vehicle, and to take any other action allowable by law if the vehicle is found to contain unacceptable waste or

c. Vehicles traveling from the Complex to a destination within the Townships of Florence, Mansfield, or Springfield.

5.5 Enforcement: In addition to any other remedy authorized by law, any person found violating the access route requirement may be banned or otherwise restricted from entering the Complex.

5.6 Emergencies: During emergencies or times when the prescribed ingress and/or egress routes are closed, all vehicles shall comply with the alternative routes set forth below.

a. In the event that any segment of I-295 other than the segment or any portion of the segment between Interchanges 47 and 55 is closed, all vehicles shall utilize the next available interchange to access I-295.

b. In the event of the closure of the northbound lanes of I-295 between Interchange 47 and Interchange 52, vehicles travelling north shall utilize County Route 541 to Route 130 North via the Burlington By-Pass to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.

c. In the event of the closure of the southbound lanes of I-295 between Interchange 55 and 52, all vehicles shall utilize Route 130 South to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.

d. In the event that the segment of the access route between Interchange 52 and the access to the Complex is closed, all vehicles shall exit I-295 via Exit 52, travel West on County Route 656 (Florence-Columbus Road), turn left onto Old York Road, turn left onto Burlington-Columbus Road (County Route 543) and proceed to the facility entrance.

e. In the event of unforeseen or catastrophic emergencies, the County, in consultation with the County Director of Public Safety and Emergency Management Coordinator, shall designate emergency routes at the time of such emergencies.

users of the Complex may be directed to leave Complex premises and denied access to the landfill if their actions endanger the safety of Complex personnel, other customers, ongoing construction activity or construction employees.

6.5 All passengers must remain inside vehicles while on premises, except those unloading vehicle contents at the Convenience Center.

6.6 Upon arrival at the Complex, every customer must report to the Scale House. All vehicles must come to a full stop before proceeding on to the scales. Refuse hauling vehicles are prohibited from proceeding directly to any area within the Complex without authorization from Scale House personnel. Any solid waste transporter that is observed depositing solid waste in an unauthorized area shall be required to remove the waste material and shall be subject to penalties and forfeiture of property, as well as suspension of disposal privileges.

6.7 O & D Forms. Each transporter must complete a waste origin/waste disposal (O&D) form or similar form as may be required by the County or DEP regulation to certify the origin of the waste (physical site of generation) and that the vehicle, to the knowledge of the transporter, contains no unacceptable waste. The form must be completed, signed by the transporter, and submitted to Scale House personnel upon arrival.

Scale House personnel shall verify that the form has been completed properly and that the waste is an acceptable waste type. Upon making such determination, the weighmaster shall sign the O&D form, proceed to weigh the vehicle, and direct the vehicle to the appropriate facility within the Complex.

If an O&D or other required form is not completed properly and signed by the transporter, Scale House personnel shall deny the transporter the right to access the Complex.

If Scale House staff observes that the vehicle contents differ from the waste type or origin specified on the O&D form, the weighmaster shall require a revision to the form prior to signing it. Despite this procedure, the transporter is responsible for accurately certifying the waste type and origin of the incoming waste materials. Transporters who supply inaccurate information may be subject to penalties, forfeiture of vehicle and other remedies provided by law.

transporting solid waste shall be directed to the transfer building or landfill. All vehicles which are not required to be registered with DEP and DEP-registered vehicles transporting solid waste which require manual unloading shall be directed to the convenience center. All vehicles which have been determined to contain segregated bulky materials that are permitted to be stored and/or processed at the Complex (tires, construction aggregate, scrap metal or wood wastes) shall be directed to the appropriate area within the bulky materials recycling center. Vehicles transporting dewatered sewage sludge shall be directed to the co-composting facility.

6.11 The bypass lanes, located adjacent to the scales, shall only be used by authorized vehicles which are not transporting waste materials and are not required to be weighed prior to entering the Complex.

6.12 All visitors entering the Complex shall be required to sign a daily log book at the Scale House and obtain a hard hat and safety glasses before proceeding to other areas within the Complex.

7.0 WASTE HANDLING PROCEDURES

7.1 All solid waste delivered to the Complex for processing, treatment or disposal shall, after appropriate weighing and admittance, be unloaded at either the convenience center, landfill working face, bulky materials recycling center, or the co-composting facility.

7.2 Refuse hauling vehicles which are mechanically unloaded and properly registered with NJDEP Division of Solid and Hazardous Waste and directed to the landfill by the Scalehouse shall enter the landfill and unload their contents at the working face.

7.3 Practices utilized at the working face of the landfill shall be designed to ensure the safety of waste haulers and operating personnel as well as the efficiency of the landfill operation. While on the landfill, vehicles are to follow the direction of the Landfill Operator and must comply with the safety and operational rules of the Landfill Operator that are attached hereto as Appendix C.

7.4 Landfill operator personnel shall be located at the entrance to the landfill workface to ensure that the incoming vehicles are directed to the proper tipping areas. The landfill operator shall distribute the

8.0 UNACCEPTABLE WASTE HANDLING PROCEDURES

8.1 If hazardous waste is observed in an incoming vehicle prior to unloading, the transporter shall not be permitted to discharge its load. The Scale House staff shall be authorized to detain the vehicle to obtain the guidance of DEP.

8.2 A vehicle may be detained if Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents, or verify the origin of the waste. The Complex may require proof that the waste (i) was generated from a site approved to deliver waste to the Complex and (ii) is a waste type that may lawfully be disposed of at the Complex. The Complex shall refuse to accept waste which may not lawfully be disposed of at the Complex.

8.3 If Complex personnel determine that waste unloaded on the landfill working face may not lawfully be disposed of in the landfill and they reasonably believe that such waste is not hazardous, the Complex shall return the waste to the hauler, if appropriate. If the waste is returned to the hauler, the hauler shall be responsible for a reloading fee of two and one/half times the charge assessed against the Complex by its contract operator.

8.4 If hazardous material or material reasonably believed by Complex personnel to be hazardous has been dumped onto the landfill working face floor or has been brought to any other place within the Complex, the waste shall be contained and secured and held at the Complex or other location deemed appropriate for storage. The hauler and/or generator shall be responsible for arranging for the timely analysis of such waste if required by DEP or the Complex. The results of said analysis shall be reported to the Complex within 30 calendar days of the date the waste was brought to the Complex or, if safety considerations warrant, within a shorter period of time as is specified by Complex personnel.

8.5 The generator and/or hauler shall be responsible for arranging for the proper and lawful preparation for shipment, transportation, and disposal of hazardous waste from the Complex, in accordance with DEP or EPA rules, regulations, orders, and directives. Removal of such waste from the Complex shall be accomplished within ten days from notification to the hauler and generator, if known, by the facility that the waste has been determined to be hazardous or otherwise unacceptable by the facility's solid waste permit. The

disposed of at the Complex on a weight basis in accordance with the Rate Schedules contained herein. During periods of shutdown or breakdown of the scales, charges for waste disposed of at the Complex shall be on a cubic-yard basis based upon the rated, posted volume of the vehicle or such other measure as DEP may specify. The cubic yard charge shall be in accordance with the Rate Schedules contained in the approved Tariff.

9.2 Public entities may either use prepaid deposits to pay for services or be billed by the Complex. Where the public entity elects to pay pursuant to billings, it shall pay all invoices within thirty (30) calendar days from the date of the invoice. Failure to pay by the 35th day from the date of the invoice shall be cause for discontinuance of service.

9.3 All users other than public entities shall pay for Complex services at the time services are to be rendered through deductions made against a prepaid account established with the Complex or on a cash basis or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. The only acceptable forms of payment for services are business checks, cash (U.S. currency only), certified checks and money orders.

9.4 All users other than public entities which elect to pay for services against a prepaid account shall maintain the account with funds totaling twelve days of the user's average daily charge over the preceding six months of service. New accounts shall establish a prepaid account in the following manner:

a. The deposit amount to be provided shall be phased in over six months, measured from the first day the customer utilizes the Complex. The amount of the deposit after this six-month period shall be the average amount of twelve days' charges over the preceding six-month period.

b. The user shall make a payment towards its deposit account every twelfth disposal day, commencing with the first day of service. The first payment shall be the amount of actual charges on the first day of disposal.

c. The County shall review the amount of the deposit after five days of service. If the average amount of charges for the five-day period is higher than the amount of the first deposit payment the user

9.8 If a waste generator fails to pre-process or pre-treat waste as required in 4.2(b), the County may pre-process or pre-treat the waste as necessary. The Generator shall be liable to the County for an additional charge determined by the County to be appropriate to (i) compensate the County for additional expenses and (ii) develop reserve for future incidents.

TABLE 1

ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
10 - Municipal (Household, Commercial and Institutional)	Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as stores, restaurants, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings.
12 - Dry Sewage Sludge	Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
13 - Bulky Waste	Large items of waste material, such as appliances, furniture, and motor vehicle tires.
13C - Construction and Demolition Waste	Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures, including treated and untreated wood scrap, tree parts, stumps and brush, concrete, asphalt, bricks, blocks and other masonry, plaster and wallboard, roofing materials, corrugated cardboard and miscellaneous paper, ferrous and nonferrous metal, non-asbestos building insulation, plastic scrap, dirt, carpets and padding, glass (window and door), and other miscellaneous materials.

TABLE 2

UNACCEPTABLE WASTE

WASTE TYPE	DEFINITION
13 - Bulky Waste (Sub-Category Exclusion)	Discarded automobiles, trucks, and trailers and large vehicle parts.
72 - Bulk Liquid and Semi-Liquids	Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out waste and liquid sewage sludge.
73 - Septic Tank Clean-Out Wastes	Pumping from septic tanks and cesspools, excluding waste from a sewage treatment plant.
74 - Liquid Sewage Sludge	Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved material.
Hazardous Waste	All hazardous wastes as defined in N.J.A.C. 7:26G.
Regulated Medical Waste	Class 1 through 7 as set forth in N.J.A.C. 7:26-3A-6.
Radioactive Waste	Radioactive wastes regulated by the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.
Asbestos	Friable and non-friable asbestos and asbestos containing materials delivered in mixed loads of solid waste.
Designated Recyclables	Designated recyclables shall not be accepted for landfill disposal except when delivered in mixed loads in de minimus quantities.

APPENDIX A

PROCEDURES GOVERNING ACCEPTANCE OF WASTE AT THE HOUSEHOLD AND SMALL QUANTITY GENERATOR HAZARDOUS WASTE FACILITY

PROCEDURES GOVERNING ACCEPTANCE OF WASTE
at the
HOUSEHOLD AND SMALL QUANTITY GENERATOR HAZARDOUS WASTE FACILITY

1.0 Acceptable and Unacceptable Waste.

1.1 Acceptable Waste.

Acceptable Waste shall include the following:

a. Hazardous and acutely hazardous waste in liquid, semi-liquid, solid and aerosol forms which are generated by households within Burlington County. If the need warrants, explosives, compressed gas cylinders and radioactive material will be accepted on special, pre-scheduled days at least once per year. No other hazardous waste will be accepted during these special collection events. No explosives, or radioactive material will be accepted for storage.

b. Hazardous and acutely hazardous waste intercepted at the Complex as a result of the County's waste inspection program for mixed solid waste. Any such waste will be delivered, segregated from the household hazardous waste, and placed in a separate container for temporary storage. The container will be conspicuously marked so as to clearly differentiate this category of waste.

c. Hazardous and acutely hazardous waste generated by small quantity generators in Burlington County provided that the generator has obtained a Certificate of Registration from the County.

1.2 Unacceptable Waste.

Unacceptable waste shall include the following:

a. Radioactive wastes, except for specially scheduled collection days for these materials.

b. Regulated medical wastes as defined at N.J.A.C. 7:26-3A.1 et seq.

c. Compressed gases, except for specially scheduled collection days for these materials.

d. Explosives, except for specially scheduled collection days for these materials.

e. Hazardous and acutely hazardous waste generated by a large

will issue a Certificate of Approved Registration to the generator. This registration will authorize the SQG's use of the Facility for delivery of only those wastes which have approved waste profiles. A registered SQG user may add additional types of hazardous waste to his registration by submitting a waste profile form for each additional waste for approval.

3.0 Procedures for Handling Unacceptable Waste.

3.1 Household Hazardous Waste

Should a resident bring compressed gases, (other than propane, freon or aerosol cans), explosives or radioactive waste to the facility on days other than the special collection day for the material, the resident will be asked to take the material home and store it until the next special waste collection day. The resident's name, address and telephone number will be recorded for notification of future special waste collection days.

3.2 Small Quantity Generator Waste

Any SQG waste delivered to the facility which is not acceptable will be rejected. Prior to rejection, staff will obtain 1) the name, address, phone number, and driver's license number of the individual transporting the waste; 2) the make, model, color, license plate number and registration number of the vehicle transporting the waste; 3) a detailed written description of the waste including number and size of containers and the description of the contents of each; and 4) photograph of the waste. The above information will be entered in a logbook titled "Rejected SQG Waste." The SQG will be provided on the spot with an informational package regarding the County's SQG Waste Collection Program along with an application for registration.

4.0 Transportation of Hazardous Waste to Facility.

County staff will provide users of the Facility with instructions for containerizing and transporting waste to the Facility. Users will be advised of proper precautions regarding transportation of incompatible wastes and will be discouraged from consolidating hazardous wastes.

All users transporting pesticides, herbicides, fungicides and other poisons will be requested to place a window placard measuring 8 1/2" X 11" on the driver's side rear window stating: CAUTION POISONS BEING TRANSPORTED TO HOUSEHOLD HAZARDOUS WASTE FACILITY. The placard will serve

allowed for the SQG exemption provided by EPA and DEP regulation. The County will monitor deliveries of waste to the Facility in order to identify any business that has disposed of more than the regulatory limit on hazardous waste generation or residents that deliver excessively large quantities of hazardous waste at one time or over a period of time. Appropriate follow-up action will be taken in those cases in which an SQG exceeds the SQG limit.

Waste will not be unloaded from a transporter's vehicle until it is determined by Facility staff that a MIS has been accurately completed. County staff shall unload all waste material from the transporter's vehicle. Users shall remain in or by the side of their vehicles while material is being removed.

APPENDIX B

ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

1.0 Acceptable Types of Asbestos.

Friable and non-friable asbestos and asbestos containing material (ACM) that is generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or fewer dwelling units will be accepted for storage and transportation to an off-site disposal facility properly permitted to accept these materials.

Asbestos is a general term used to describe a group of naturally occurring hydrated mineral silicates. The asbestiform varieties include chrysotile (serpentine); crocidolite (riebeckite); amosite; anthophyllite; tremolite and actinolite. Asbestos-Containing Material (ACM) is defined as any material which contains more than one percent asbestos by weight. Asbestos material is further categorized as friable and non-friable. Friable Asbestos Material is any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized or reduced to powder, when dry, by hand pressure. Non-Friable Asbestos Material can not be crumbled, pulverized or reduced to powder by hand pressure. (N.J.A.C. 5:23-8.2 and N.J.A.C. 7.26-1.4)

2.0 Unacceptable Asbestos and Asbestos Containing Material.

Asbestos and ACM will not be accepted if:

a. It was generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or more dwelling units;

b. It was generated outside of Burlington County;

c. The material is improperly bagged, containerized or labeled;

d. It is commingled with other solid waste;

e. It is not accompanied with a signed copy of the Generator's 10-day Notification to DEP.

3.0 Vehicle Admission Procedures.

a. All asbestos and ACM delivered to the Complex must be wetted with water or other approved wetting agent and packaged in permanently sealed, leak-tight containers (such as six mil plastic bags, double bagged with visible labels) in accordance with 40 CFR 61.20-25. The container shall have

include the following information:

1. Name, address, telephone # of removal project.

2. Quantity and nature of material to be disposed.

3. Name and address of the landfill at which disposal will occur.

4. Date and time of disposal.

5. Name, address, telephone # and NJDEP Registration #, if applicable, of the transporter.

4.0 On-site Handling of Asbestos

a. All vehicles carrying asbestos and ACM which have been accepted shall be directed by the Scale House to the on-site asbestos storage container area ("ASCA"). Located within the ASCA are two closed rolloff containers, one designated to store friable asbestos and one to store non-friable. One closed rolloff container may be utilized for both friable and non-friable asbestos if the volume of friable asbestos is insufficient to justify a separate container for friable asbestos.

b. The closed rolloff containers will be locked at all times except during a loading event. As soon as the loading event is complete, the container door will be locked.

c. A person, properly trained and equipped to handle asbestos and ACM ("Asbestos Worker") will unload the vehicle delivering the asbestos and ACM and carefully place it in the appropriate closed rolloff container for storage.

d. During all periods of handling asbestos and ACM, the Asbestos Worker shall wear protective clothing, gloves and a respirator. The respirator shall be a type approved for asbestos by the National Institute for Occupational Safety and Health and the Mine Safety and Health Administration. The protective clothing shall be standard Tyvek, total body, disposable, protective clothing.

APPENDIX C

SAFETY AND OPERATIONAL RULES
WASTE MANAGEMENT

Safety and Operational Rules
Customers of Waste Management

Waste Management is required to adhere to all Federal, State and Local regulations and to provide a safe, healthy and sanitary workplace. Each of us has the responsibility to make the safety of our co-workers, our customers and the general public a primary concern. This objective is fundamental to the company and our employee's well being, as well as the efficient operation of our business.

It is imperative that all persons entering the site know, understand and abide by these Safety Rules and Regulations

This listing is not intended to be all-inclusive.

1. Hardhat, high visibility safety vests/clothes, safety shoes and eye protection are to be worn when outside of vehicle.
2. All vehicles must comply with posted traffic signs, with special attention to the posted speed limit of **10 MPH.** 5 MPH on the active working face of the landfill.
3. All vehicles must come to a full stop before proceeding onto the scales.
4. A minimum distance of 15 feet must be maintained between all personnel, trucks, rolling stock and heavy equipment.
5. All commercial solid waste vehicles entering the facility shall be equipped with external audible back up alarms, in working order.
6. Loads must be tarped prior to entering the facility. Tarps are to be removed in designated areas only.
7. Drivers must stop before entering the workface await directions from the Traffic Coordinator and/or Equipment Operator. Driver is to maintain eye contact with operating personnel at all times.
8. Blind side backing is not to be attempted without guidance.
9. Only one person is allowed outside the vehicle at any time and must remain within 6 feet of said vehicle.
10. Riding on the outside of the vehicle or standing on the vehicle rear step is forbidden when driving on site.
11. Truck clean outs are to be performed in designated clean out areas.
12. While dumping the load, stay clear of the back: never stand under the open tailgate or raised hopper. Secure latches and turnbuckles before moving the vehicle from the transfer station or landfill.
13. The backs of packer trucks and roll-off containers must be opened and closed on the tipping floor or working face of landfill.
14. The operator/driver of a vehicle needing to be pulled shall hook and unhook the towing equipment.
15. "Jake-Brakes" may not be used on site at any time.
16. Heavy equipment operators have the right-of-way on the landfill. All vehicles are to yield to operating machinery and pedestrians.
17. Conforming safety chains must be used to hold open roll-off container doors while unloading. Use of bungee cords, wire, ropes, etc. will not be permitted.
18. All passengers must remain inside the vehicle. No children.
19. Do not pass moving vehicles.
20. To increase visibility, it is required that headlights and 4 way flashers be on during disposal.
21. Report all injuries/accidents to the Traffic Coordinator, Floor Spotter or at the scalehouse.
22. Drivers must report all fuel/oil leaks or spills to the Traffic Coordinator, Floor Spotter or at the scalehouse.
23. Smoking is prohibited while outside your vehicle.
24. A Port-O-John restroom is available for customer use.
25. Horseplay, scavenging or picking through the loads is strictly forbidden.
26. Firearms and/or weapons of any type are not allowed on the property for any reason
27. The use of intoxicating beverages or any other restricted substance on the facility is strictly prohibited.
28. Photography is prohibited unless there is written permission from the WM District Manager.
29. All visitors must check in at the outbound scalehouse prior to entering the facility.
30. Drivers are not to speak on the cell phone while driving on the transfer station's property.

Thank you for your cooperation.

- Loader operator will not push load until driver is in the cab of the truck and a fifteen-foot safe zone must be maintained between heavy equipment and other vehicle at the Tipping Area of the Working Face.
- Must have a release of control from the spotter before dumping
- Do not use cellular phone while on Landfill

Only one person may exit vehicle inside the operating zone:

- The person who exits the vehicle in the operating unloading zone must remain within 6 feet of the vehicle at all times.
- For tailgates, that have difficulty closing or opening, the truck driver is to call his dispatcher. Do not rely on heavy equipment operators to assist in closing or opening tailgates.
- If a load is frozen or jammed, the driver is to get the attention of the heavy equipment operator. Explain the situation. The driver is to follow the heavy equipment operator's instructions and the driver must remain inside the cab of vehicle until signaled by the heavy equipment operator that all is clear.
- Must don proper PPE when outside of vehicle.

Visitors:

- All visitors must report to WM office trailer
- Visitors will be briefed on WM safety rules and procedures
- Pedestrians are not permitted into the operating zones

Map: The traffic pattern to and from the scalehouse will remain consistent. As each cell of the landfill is at capacity, the traffic pattern will change as well as the work face areas. The "remove tarp" area may change also depending on the location of the work face.

RESOLUTION NO. 2008 – 14

AUTHORIZING PARTICIPATION IN THE BURLINGTON COUNTY COOPERATION AGREEMENT FOR MUTUAL LAW ENFORCEMENT AID

Whereas, law enforcement agencies have the responsibility of protecting lives and property, enforcing the law, as well as keeping the peace; and

Whereas, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement assets to protect life and property, enforce the law and maintain the peace; and

Whereas, a major law enforcement operation may affect more than one jurisdiction which necessitates joint cooperation between law enforcement agencies to best protect persons and property, enforce the law and maintain the peace; and

Whereas, a proactive approach to addressing crime in our communities is desired; and

Whereas, N.J.S.A. 40A:14-156 and N.J.S.A. 40A: 156.1 et seq. authorize mutual aid between law enforcement agencies; and

Whereas, the BURLINGTON COUNTY LAW ENFORCEMENT TASK FORCE has been formed to provide a coordinated multi-jurisdictional approach to fighting crime, protecting life and property in Burlington County.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, State of New Jersey, assembled in public session this 8th day of January, 2008, as follows:

A. That the Mayor is hereby authorized and directed to enter into the Burlington County Cooperation Agreement for Mutual Law Enforcement Aid, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

B. That the Willingboro Township Police Department of the Township of Willingboro is hereby authorized and directed to execute said Burlington County Cooperation Agreement for Mutual Law Enforcement Aid Agreement on behalf of Willingboro Township.

Res. No. 2007 – 182 cont'd.

C. That the Clerk is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Prosecutor's Office. Said Office shall serve as the central repository and shall maintain a master listing of all Signatory Agencies to this Agreement.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Res./Coop.Agr. Mutual Law Enf. Aid 07

Revised: 10-30-07

BURLINGTON COUNTY COOPERATION AGREEMENT FOR MUTUAL LAW ENFORCEMENT AID

Pursuant to N.J.S.A. 40A:14-156 and N.J.S.A. 40A:14-156.1, et seq., there is hereby created the BURLINGTON COUNTY LAW ENFORCEMENT TASK FORCE (herein after the "Task Force") which is formed to provide a coordinated law enforcement approach to fighting crime and protecting life and property in Burlington County.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, enforcing the law, as well as keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement assets to protect life and property, to enforce the law and to maintain the peace; and

WHEREAS, major law enforcement operations may affect more than one jurisdiction, thereby necessitating joint cooperation between law enforcement agencies to best protect persons and property, enforce the law and maintain the peace; and

WHEREAS, a proactive approach to addressing crime in the communities within Burlington County is desired;

WHEREAS, the parties agree to execute a mutual aid agreement to formalize their intent to work together and share resources as THE BURLINGTON COUNTY LAW ENFORCEMENT TASK FORCE within Burlington County, and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Signatory Agencies agree as follows:

1. DEFINITIONS

The following terms will have the meanings listed below, unless the context indicates otherwise:

(a) **Assisting Agency**

Any and all law enforcement agencies that are signatories to this agreement that are contacted for mutual aid by the Primarily Responsible Agency.

2. PRIOR AGREEMENT

This agreement is not intended to replace any existing interlocal and/or mutual aid agreement or practice involving any of the signatories. Further, this agreement is intended to act in conjunction with the BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS which expires on July 31, 2010, as well as any subsequently executed mutual aid agreements designed to foster cooperation among first responders in multi-jurisdictional situations involving homeland security, fire, flood or other emergency situations.

3. REQUEST FOR ASSISTANCE

In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the Primarily Responsible Agency. In the event that such resources are inadequate or there is a need for a specialized unit or expertise, a request for mutual aid under this agreement will be made directly to a Signatory Agency. Such requests for assistance shall, if possible, specify the number of law enforcement officers and types of equipment/training required and the estimated duration of the operation. This request shall further specify where and to whom such officers should report.

4. LIMITATION OF PROVIDING MUTUAL AID AND ASSISTANCE

Nothing contained in this Agreement shall be construed to require Signatory Agencies to make a mutual aid and assistance response if the response will leave the Signatory Agency's jurisdiction without sufficient law enforcement resources.

5. OPERATIONAL COMMAND

In the event of a Major Law Enforcement Operation under the terms of this agreement, the Incident Commander of the Primarily Responsible Agency (or another agency designated by them) shall have overall command authority of all participating law enforcement officers from the Signatory Agencies. The operation shall be run in compliance with the procedures set forth in the National Incident Management System (NIMS).

6. AUTHORIZED STAFF

The Signatory Agencies shall provide the names, titles and contact information for personnel who have the authority to commit resources to a Major Law Enforcement Operation.

14. OPERATION PROCEDURES

The Incident Commander (or a designee) will coordinate all arrests, search warrants, criminal charges, reports, evidence collection, transportation of prisoners and other procedures associated with carrying out a Major Law Enforcement Operation, consulting with the County Prosecutor's Office as necessary.

15. MODIFICATION

The parties may amend, modify or supplement this Agreement only by the express written agreement of the parties.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement.

17. SAVINGS CLAUSE

Should any provision of this Agreement be found to be invalid or inoperable, it shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the County of Burlington and each municipality representing each of the participating Law Enforcement Agencies has executed this Agreement and affixed its corporate seal on the date indicated. By executing this Agreement each Signatory Agency acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The Township of Willingboro has executed this agreement on the
(Municipality or Police Department)

10th day of January, 2008.

Authorized Signature: _____ Official Title: Mayor

Authorized Signature _____ Official Title: Director of Public Safety

TOWNSHIP OF WILLINGBORO

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

January 14, 2008

Robert D. Bernardi
Burlington County Prosecutor
PO Box 6000
Mount Holly, New Jersey 08060

Re: Burlington County Gang Initiative
Bureau of Justice Assistance Grant Award
Grant No. 2007-DD-8X-0690
October 1, 2007 / September 30, 2008

Dear Mr. Bernardi:

With regard to the above, attached please find a certified copy of Resolution No. 2008 – 14 which was adopted by Willingboro Township Council at their meeting of January 8, 2008. Also attached is a signed copy of the Burlington County Cooperation Agreement for Mutual Law Enforcement Aid.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
cc: G. Rucker, Acting Director of Public Safety

OFFICE OF THE PROSECUTOR
COUNTY OF BURLINGTON

PO BOX 6000
MOUNT HOLLY, NEW JERSEY 08060
PHONE (609) 265-5035
FAX (609) 265-5007

RAYMOND E. MILAVSKY
FIRST ASSISTANT PROSECUTOR

JAMES J. GERROW JR.
EXECUTIVE ASSISTANT PROSECUTOR

JOHN ANGERMEIER
CHIEF OF INVESTIGATIONS

ROBERT D. BERNARDI
BURLINGTON COUNTY PROSECUTOR

November 5, 2007

Mayor and Council
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Burlington County Gang Initiative
Bureau of Justice Assistance Grant Award
Grant No. 2007-DD-8X-0690
October 1, 2007/September 30, 2008

Dear Mayor and Council:

As you are well aware, there is statewide concern regarding the presence of gangs and gang activities in our communities. All law enforcement agencies within Burlington County have recognized the need to work cooperatively to assist each other when necessary to meet this threat.

Recently, as a result of collaborative efforts between my office and Burlington County Sheriff Jean Stanfield, the Burlington County Prosecutor's Office was awarded the above-referenced federal grant in the amount of $542,163. This competitive grant was sought to provide funds to support the Burlington County Gang Task Force which was created in 2006 under the auspices of my office. Each municipal department within Burlington County has a representative who participates as part of this Gang Task Force. This grant, which targets violent crime, will fund reimbursement costs associated with overtime hours incurred by members of the Burlington County Gang Task Force. The grant will also purchase information software to support pro-active law enforcement operations and intelligence sharing by the multi-jurisdictional task force targeted at disrupting and preventing gang and gang-related crimes. The grant award requires that all towns that wish to participate in this program must execute a Cooperation Agreement for Mutual Law Enforcement Aid. Attached with this correspondence is a copy of the

Agreement, with a sample resolution for use by your governing body. **In the event that your municipality wishes to participate in this program, it will be necessary to approve a resolution authorizing participation and to execute the Cooperation Agreement.**

Once the resolution has been adopted and executed as indicated, your law enforcement chief executive will then be entitled to make application for reimbursement for costs associated with your municipality's participation in the program. As you can well imagine, many of your chiefs or public safety directors are anxious to proceed forward with this plan. Accordingly, I urge you to consider this matter expeditiously and I further urge you to approve the Agreement. By doing so you provide your municipal departments with the ability to participate in the program and at the same time advance the quality of life in your respective municipalities.

Each of your chiefs or public safety directors will be given separate instructions on how to apply for reimbursement and the appropriate uses of the reimbursement funds. However, it is important to recognize that this reimbursement may not be used to supplant other ordinarily scheduled overtime for your departments. Reimbursement will apply only to the costs of overtime incurred as a result of participation in the program. The purpose of the program is to provide an additional law enforcement presence on our streets in order to disrupt and deter gang activity. The execution of the Cooperation Agreement will also allow officers from other municipalities to work with the officers in your respective municipalities cooperatively granting them the same law enforcement powers that they would have in their own municipalities.

I am confident that when you review this plan you will agree that the benefit to your constituents mandates participation in this project. It is also important to note that once the Cooperation Agreement has been signed, your municipal departments will be authorized to utilize the services of other departments within Burlington County for other law enforcement emergencies that develop. If you have any questions or need further clarification, please do not hesitate to contact me. I am requesting that all municipalities that wish to participate do so by approving by resolution and returning a fully executed Agreement to my attention. I would appreciate a response from each municipality by November 19, 2007. Again I remind you that in the absence of accepting the Cooperation Agreement, your department will not be eligible to share

in the reimbursement process. I look forward to receiving your resolutions and executed Cooperation Agreements.

Very truly yours,

Robert D. Bernardi
Burlington County Prosecutor

Jean Stanfield
Burlington County Sheriff

RDB:ph
w/encl.
C: All Police Chiefs/Public Safety Directors
Chief John Angermeier
Captain Frederick D'Ascentis
Detective Jonathan Gutkin

TOWNSHIP OF PEMBERTON
RESOLUTION NO. 258-2007

RESOLUTION AUTHORIZING PARTICIPATION IN THE BURLINGTON COUNTY INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL LAW ENFORCEMENT AID

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, enforcing the law, as well as keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement assets to protect life and property; enforce the law and maintain the peace; and

WHEREAS, a major law enforcement operation may affect more than one jurisdiction which necessitates joint cooperation between law enforcement agencies to best protect persons and property, enforce the law and maintain the peace; and

WHEREAS, a proactive approach to addressing crime in our communities is desired;

WHEREAS, N.J.S.A. 40A:14-156 et seq. and N.J.S.A. App.A:9-60 authorize mutual aid between law enforcement agencies; and

WHEREAS, the BURLINGTON COUNTY LAW ENFORCEMENT TASK FORCE has been formed to provide a coordinated multi-jurisdictional approach to fighting crime, protecting life and property in Burlington County; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Pemberton, County of Burlington and the State of New Jersey as follows:

A. That the Township of Pemberton is hereby authorized and directed to enter into the Burlington County Interlocal Cooperation Agreement for Mutual Law Enforcement Aid, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

B. That the Pemberton Township Police Department of the Township of Pemberton is hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Township of Pemberton.

C. That the Township of Pemberton is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Prosecutor's Office. Said Office shall serve as the central repository and shall maintain a master listing of all Signatory Agencies to this Mutual Aid and Assistance Agreement.

PEMBERTON TOWNSHIP COUNCIL

ATTEST:

I herein certify that the foregoing Resolution was adopted by the governing body of the Township of Pemberton on October 3, 2007.

MARY ANN YOUNG, CMC, TOWNSHIP CLERK

GMS AWARD NUMBER 2007-DJ-BX-0977
STATE OF NEW JERSEY
COUNTY OF BURLINGTON

Resolution Number 2007-686

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF BURLINGTON AND THE TOWNSHIPS OF PEMBERTON AND WILLINGBORO FOR 2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Memorandum of Understanding is made and entered into between the County of Burlington, acting by and through its governing body, the Burlington County Board of Chosen Freeholders [hereinafter referred to as COUNTY] and the Townships of Willingboro and Pemberton, acting by and through their governing bodies [hereinafter referred to as TOWNSHIPS] all of Burlington County, State of New Jersey, witnesseth:

WHEREAS, each governing body finds that the performance of this Memorandum of Understanding is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates each performing party for the services or functions under this Memorandum of Understanding; and

WHEREAS, the Burlington County Sheriff's Department has been awarded grant funds in the amount of Thirty Thousand Eight Hundred and Twenty-Three Dollars ($30,823.00) from the U.S. Department of Justice, Bureau of Justice Assistance under the FY 07 Edward Byrne Justice Assistance GRANT (JAG) Program [hereinafter GRANT] for the Burlington County Gang Enforcement and Prevention Program; and

WHEREAS, the GRANT has been allocated by Bureau of Justice Assistance with Twelve Thousand and Eighty-Eight Dollars ($12,088.00) to Pemberton Township and Eighteen Thousand Seven Hundred and Thirty-Five Dollars ($18,735.00) to Willingboro Township; and

WHEREAS, the COUNTY and the TOWNSHIPS agree the GRANT funds will be used by the TOWNSHIPS and the COUNTY for officer overtime from the three departments and supplies to support mentoring activities with youth in the townships in accordance with the GRANT; and

WHEREAS, the TOWNSHIPS further agree that any information or intelligence gathered in the course of the mentoring activities will be shared with the Burlington County Gang Task Force through the Burlington County Prosecutor's Office; and

WHEREAS, the TOWNSHIPS agree that they will provide to the Burlington County Sheriff's Department all information needed to prepare all GRANT reports or other documentation required by the U.S. Department of Justice, Bureau of Justice Assistance and/or county policies, practices and procedures no later than January 15, 2008; April 15,

2008; July 15, 2008; October 15, 2008 and at any other time upon the request of the COUNTY; and

WHEREAS, the TOWNSHIPS agree to participate in project evaluations as described in the GRANT application and provide this information to the Burlington County Sheriff's Department on January 15, 2008; April 15, 2008; July 15, 2008; October 15, 2008 and at any other time upon the request of the County; and

NOW, THEREFORE, the COUNTY and TOWNSHIPS agree as follows:

Section 1.

The COUNTY agrees to reimburse the TOWNSHIP OF PEMBERTON for the hourly costs of police officers participating in pre-approved grant-funded activities not to exceed the total of $12,088.00 of the GRANT funds.

Section 2.

The COUNTY agrees to reimburse the TOWNSHIP OF WILLINGBORO for the hourly costs of police officers participating in pre-approved grant-funded activities not to exceed a total of $18,735.00 of the GRANT funds.

Section 3.

The COUNTY and the TOWNSHIPS will each be responsible for its own actions in providing services under this Memorandum of Understanding and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Memorandum of Understanding do not intend for any third party to obtain a right by virtue of this Memorandum of Understanding. Further, this Memorandum of Understanding shall not create any rights in any party not a signatory hereto.

Section 5.

The COUNTY and the TOWNSHIPS shall each maintain adequate liability insurance covering the services provided under the conditions of the GRANT, the minimum limits of which shall be One Million Dollars ($1,000,000.00).

GMS AWARD NUMBER 2007-DJ-BX-0977

Section 6.

This Memorandum of Understanding will remain in full force and effect until the termination of the GRANT and the subsequent reporting period or until the final GRANT report is submitted, whichever occurs first.

Section 7.

By entering into this Memorandum of Understanding, the parties do not intend to create any obligations express or implied other than those set out herein.

FOR BURLINGTON COUNTY:

Jean E. Stanfield, Sheriff

Date: 11-29-07

FOR PEMBERTON TOWNSHIP:

Robert Lewandowski, Chief of Police

Date: 11-29-07

FOR WILLINGBORO TOWNSHIP:

Gregory Rucker, Acting Public Safety Director

Date: 11/29/07

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 4, 2007

Sheriff Jean Stanfield
County of Burlington
49 Rancoras Road
Mount Holly, NJ 08060-1317

Dear Sheriff Stanfield:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 07 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $30,823 for County of Burlington.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, E. Tracey A. Willis, Program Manager at (202) 305-1766; and

- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Domingo S. Herraiz
Director, Bureau of Justice Assistance

Enclosures

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Burlington
49 Rancoras Road
Mount Holly, NJ 08060-1317

4. AWARD NUMBER: 2007-DJ-BX-0977

5. PROJECT PERIOD: FROM 10/01/2006 TO 09/30/2010
BUDGET PERIOD: FROM 10/01/2006 TO 09/30/2010

6. AWARD DATE 09/04/2007

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
221122001

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Burlington County Gang Enforcement and Prevention Project

10. AMOUNT OF THIS AWARD $ 30,823

11. TOTAL AWARD $ 30,823

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT

PAPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Domingo S. Herraiz
Director, Bureau of Justice Assistance

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jean Stanfield
Sheriff

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE
9-18-07

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		30823

21. DJ07U01209

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds.

   The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

   a. New construction;
   b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

   Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SPECIAL CONDITIONS

6. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded methlab operations:

A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.

B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.

C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants: (See Part II of this special condition)

7. 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

SPECIAL CONDITIONS

8. The recipient agrees to submit to BJA for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

10. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund may not be used to pay debts incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

12. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.

13. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

14. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. part 66 or (2) 28 C.F.R part 70 and OMB Circular A-110. Further, the use of program income must be shown on the quarterly Financial Status Report, SF269.

15. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.ojp.usdoj.gov/ec/states.htm.

16. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

SPECIAL CONDITIONS

17. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

18. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."

19. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

20. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

21. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria Berry, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Burlington

All grants funded under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) will carry the following NEPA special condition:

1) The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

a. New construction;

b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2007-DJ-BX-0977

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

1. STAFF CONTACT (Name & telephone number)

E. Tracey A. Willis
(202) 305-1766

2. PROJECT DIRECTOR (Name, address & telephone number)

Jean Stanfield
Sheriff
PO Box 6000
49 Rancocas Road
Mount Holly, NJ 08060-1317
(609) 265-5046

3a. TITLE OF THE PROGRAM

2007 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Burlington County Gang Enforcement and Prevention Project

5. NAME & ADDRESS OF GRANTEE

County of Burlington
49 Rancoras Road
Mount Holly, NJ 08060-1317

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2006 TO: 09/30/2010

8. BUDGET PERIOD

FROM: 10/01/2006 TO: 09/30/2010

9. AMOUNT OF AWARD

$ 30,823

10. DATE OF AWARD

09/04/2007

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment programs; and 6) planning, evaluation, and technology improvement programs.

The 2007 JAG funds will be used to pay overtime for existing county officers. These officers will be involved in mentoring youth at community centers located in Willingboro Township and Pemberton Township. The goal of this project is to provide positive role models for at-risk youth who are living in areas impacted by gang-related criminal activity. The officers will drop in at various locations to interact with and educate the students that come to these centers. The officers will also gather intelligence information on gang activities that will be shared with the Burlington County Gang Task Force for proactive enforcement operations.

NCA/NCF

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 4, 2007

Sheriff Jean Stanfield
County of Burlington
49 Rancoras Road
Mount Holly, NJ 08060-1317

Dear Sheriff Stanfield:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at http://www.ojp.usdoj.gov/ocr/. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

BJA FY 07 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2007-F7530-NJ-DJ

Project Information

*Descriptive Title of Applicant's Project		
Burlington County Gang Enforcement and Prevention Project		
*Areas Affected by Project		
Willingboro and Pemberton Townships, Burlington County, NJ		
Proposed Project		
	*Start Date	October 01 2007
	*End Date	September 30 2009
*Congressional Districts of		
	Project	Congressional District 01, NJ Congressional District 02, NJ Congressional District 03, NJ Congressional District 04, NJ
*Estimated Funding		
Federal		$ 30823 .00
Applicant		$ 0 .00
State		$ 0 .00
Local		$ 0 .00
Other		$ 0 .00
Program Income		$ 0 .00
TOTAL		$ 30823 .00

Save and Continue

BJA FY 07 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2007-F7530-NJ-DJ

Review SF-424 Print a Copy

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction Preapplication Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION

Legal Name	Organizational Unit
County of Burlington	Sheriff's Department
Address PO Box 6000 49 Rancocas Road Mount Holly, New Jersey 08060-1317	**Name and telephone number of the person to be contacted on matters involving this application** Stanfield, Jean (609) 265-5046
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 21-6000107	**7. TYPE OF APPLICANT** County
8. TYPE OF APPLICATION New	**9. NAME OF FEDERAL AGENCY** Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT** Burlington County Gang Enforcement and Prevention Project

12. AREAS AFFECTED BY PROJECT

Willingboro and Pemberton Townships, Burlington County, NJ

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date: October 01, 2007 End Date: September 30, 2009	a. Applicant b. Project NJ03

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$30,823	
Applicant	$0	
State	$0	Program is not covered by

Local	$0	E.O. 12372
Other	$0	
Program Income	$0	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
TOTAL	$30,823	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue

ATTACHMENT 1

PROGRAM NARRATIVE – BURLINGTON COUNTY GANG ENFORCEMENT AND PREVENTION PROJECT

STATEMENT OF THE PROBLEM

Burlington County, New Jersey is a rapidly growing suburban area that is bordered by Trenton, Camden and Philadelphia which are cities known for their high violent crime rates with a nexus to gang involvement. A newly implemented River Line provides easy access between these cities through our riverfront towns for a train fare of $ 1.25. Burlington County is also bisected by Interstate Route 295 and the New Jersey Turnpike that are both heavily traveled corridors for traffic coming from the south toward New York City. Our geographic location and the burgeoning gang-related crime that surrounds us is creating significant changes in our area. Enterprising gang members have seen the potential for growth in our communities and have gradually begun inserting themselves in an attempt to gain a foothold in an area they view as a potentially lucrative setting to do business.

Burlington County is comprised of 40 municipalities with 25 of these municipalities having documented street gangs. (See Appendix 1). Between 2003 and 2004 drug crimes increased by 7%. However, in 2005, we saw a 13% increase in drug crime over the previous year which was made more significant in that surrounding counties were not showing this type of increase. Similarly, weapons offenses increased by 17% between 2003 and 2004, and increased again by 15% in 2005. Our neighbors did not experience this same rise in weapons offenses. (See Appendix 2).

Our homicide figures illustrate the increasing gang problem in our county. From 2002 through 2005 we had 3 homicides that were attributable to gang member violence. In 2006 alone

we had two homicides attributable to gang related violence and two homicides attributable to gang member violence. In the first five months of 2007 we have already had three homicides which appear to have a relation to gang activity. Willingboro and Pemberton Township have been the sites of these homicides or have been connected to these crimes in some way.

The 2005 Uniform Crime Report indicates that five municipalities have a violent crime rate per 1000 people that is above 3.0. These are Beverly City (5.2), Burlington City (5.0), Willingboro Township (3.7), Mount Holly Township (3.8) and Pemberton Township (3.8). These towns have all been recognized within our law enforcement community as having gang problems and have actively engaged in operations to address gang-related crime.

The Uniform Crime Report for the first six months of 2006 showed an 8% increase in criminal activity in our County as compared to a statewide increase of less than half of one percent. A portion of that was due to an increase in aggravated assaults which may be linked to increased gang activity. We have also seen a gang-related fight in our local mall and an influx of gang members from outside our county at a holiday parade.

Burlington County has an estimated 2006 population of 450,627 residents in its 827 square miles. The county has seen an approximately 6.5% increase in its growth from the 2000 census. In Burlington County our law enforcement agencies are hampered by budget constraints that prevent us from providing the long-term, intensive coverage which is needed to make a significant impact on gang-related crime. Officers cannot be released from their towns where they are needed during their regular shifts. However, they can be made available outside of their normal working hours if funding for overtime is made available.

PROGRAM DESIGN AND IMPLEMENTATION

Burlington County law enforcement agencies have a long history of working together as criminal activity quickly crosses jurisdictional lines and impacts the quality of life for all county residents. Significant incidents can also overwhelm the resources of many of our smaller local police departments which rely on mutual aid from other law enforcement agencies. For many years the Burlington County Prosecutor's Office has coordinated multi-jurisdictional Special Response Teams comprised of members from individual police departments that provide assistance throughout the county with situations involving hostages, barricaded gunmen and other critical incidents. The Prosecutor's Office also operates a Narcotics Unit that coordinates countywide narcotics operations and incorporates participation from local law enforcement.

In 2006 the Prosecutor's Office formed the Burlington County Gang Task Force to coordinate information and resources to fight growing gang activity in our county. The Burlington County Sheriff's Department, Willingboro Township Police Department and Pemberton Township Police Department all participate in the county Gang Task Force and will work together to further this anti-gang project through enforcement and prevention efforts.

Studies have shown that suppression activities that make it difficult for those engaged in criminal activity to "conduct business' are an efficient means of reducing and/or eliminating gang-related crime, particularly when combined with prevention and intervention strategies conducted by community partners.[1]

One community in our county has already seen the positive effects of suppression activities. On December 18, 2006, Burlington City formed a Special Patrol Squad (SPS) in response to rising gang-related crime including three homicides, five aggravated assaults (three were shootings), two armed robberies and 4 instances of weapons possession in a three-year

[1] For more information see *COPS Innovations – A Closer Look* by Jean M. McGloin, University of Maryland at www.cops.usdoj.gov.

period. In addition to numerous arrests, the team was able to gather intelligence used to prevent further violence both in Burlington City and surrounding towns. (See Appendix 3) For this project we intend to supplement existing county enforcement initiatives by providing four officers for ten hours per month for twelve months. These officers will be involved in mentoring youth at community centers located in Willingboro Township and Pemberton Township and in intelligence gathering that will be shared with the Burlington County Gang Task Force for further proactive enforcement operations.

Goals and Objectives

The goals for this project are to provide positive role models for at-risk youth who are living in areas impacted by gang-related criminal activity. The officers will drop in at various locations to eat, play and educate the students that come to these centers. The officers will also note any information obtained on local gang activity and share this with the Burlington County Gang Task Force.

Performance Measures

This project will begin with the signing of a Memorandum of Understanding between the Burlington County Sheriff's Department, the Pemberton Township Police Department and the Willingboro Police Department to share resources to further this mentoring and intelligence sharing project.

The second stage will be to reach out to community centers and other gathering points for youth in Pemberton and Willingboro Townships. Officers from the three agencies will begin to visit these locations and establish relationships with the adults that administer these sights as well as the children and their families that participate in these programs. Sessions will include safety lessons as well as a chance to enjoy more informal discussions over food and games with the

officers. At the same time, officers will log any information on gang-related crime provided by the center administrators, parents or youth to the Burlington County Gang Task Force. They will also pass on related information to code enforcement officials and other units of government that can assist in improving the overall quality of life in these communities.

Evaluations by center administrators and parents will also be completed midway through the program and again at its conclusion.

CAPABILITIES/COMPETENCIES

The Burlington County Sheriff's Department has administered many grant and county funded initiatives that utilize sheriff's officers in conjunction with local police departments. Recently the Sheriff's Department and the Pemberton Township Police Department partnered on a Youth Police Academy to provide mentoring opportunities in this community. Other joint projects with the Sheriff's Department and local law enforcement include proactive warrant operations, child safety seat checkpoints, gang prevention education programs, speed enforcement and much more.

IMPACT/OUTCOMES, EVALUATION AND SUSTAINMENT

Both interim and final evaluations will be conducted to keep the project on track. Success will be measured by the number of youth participating in the mentoring experiences, the evaluations completed by the adults in the community and the level of information shared with the Burlington County Gang Task Force. Other measures of success will include ancillary projects that area completed that improve the quality of life in these communities that stem from information gathered by the participating officers. It is anticipated that the success of this

project will enable us to elicit additional public and private funding to continue proactive operations. It is also anticipated that demonstrated results will encourage the governing bodies of the respective agencies to provide future funding to support similar efforts in the future. Further, once developed, the relationships between law enforcement and community support organizations will remain in place.

BURLINGTON COUNTY GANG ENFORCEMENT AND PREVENTION PROJECT

BUDGET DETAIL WORKSHEET/SUMMARY

A.	PERSONNEL	
	4 Officers x 10 hours/month x $55/hour for 12 months =	$ 26,400
B.	FRINGE BENEFITS	$ 0
C.	TRAVEL	$ 0
D.	EQUIPMENT	$ 0
E.	SUPPLIES (food, games, awards, etc.)	$ 4,423
F.	CONSTRUCTION	$ 0
G.	CONSULTANTS/CONTRATORS	$ 0
H.	OTHER COSTS	$ 0
I.	INDIRECT COSTS	$ 0
	TOTAL PROJECT COSTS	$ 30,823

Federal Request $ 30,823

Non-Federal Amount 0

BJA FY 07 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2007-F7530-NJ-DJ

Applicant Information

Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

*Is the applicant delinquent on any federal debt	○ Yes ◉ No
*Employer Identification Number (EIN)	21 - 6000107
*Type of Applicant	County
Type of Applicant (Other):	
*Organizational Unit	Sheriff's Department
*Legal Name (Legal Jurisdiction Name)	County of Burlington
*Vendor Address 1	PO Box 6000
Vendor Address 2	49 Rancocas Road
*Vendor City	Mount Holly
Vendor County/Parish	Burlington
*Vendor State	New Jersey
*Vendor ZIP	08060 - 1317 Need help for ZIP+4?
Please provide contact information for matters involving this application	
*Contact Prefix:	Ms.
Contact Prefix (Other):	
*Contact First Name:	Jean
Contact Middle Initial:	
*Contact Last Name:	Stanfield
Contact Suffix:	Select a Suffix
Contact Suffix (Other) :	
*Contact Title:	Sheriff
*Contact Address Line 1:	PO Box 6000

Contact Address Line 2:	49 Rancocas Road
*Contact City	Mount Holly
Contact County:	Burlington
*Contact State:	New Jersey
*Contact Zip Code:	08060 - 1317 Need help for ZIP+4?
*Contact Phone Number:	609 265 5046 Ext:
Contact Fax Number:	
*Contact E-mail Address:	jstanfield@co.burlington.nj.us

Save and Continue

Step 6: Uploading the Attachments

- You will be asked to upload three attachments to the online application system. (See the Attachments section for detailed instructions.)

  1. Program Narrative (Attachment 1).
  2. Budget Narrative (Attachment 2).
  3. Review Narrative (Attachment 3).

  Click "Attach" to upload these documents. A new window will open. To continue, click "Browse" and find the file on your computer or the network drive from which you wish to upload, then click on "Upload Your Document." A window that says "File Upload Successful" should appear. Next to the upload list, the notation should change to "Attachment OK." Repeat these steps for all three uploads.
- If you encounter any difficulties uploading your file, click on "Tips for Successful Upload." This document will explain the usual problems with uploading files and will help you through them.
- Click "Save and Continue."

★ Depending on the size of the attachment and/or your computer's Internet connection, the uploading process can take several hours. The system will shut down promptly at the deadline. Incomplete applications will not be accepted and no exceptions will be granted.

Step 7: Completing the Assurances and Certifications

- You will need to accept both the assurances document and the certifications document. To do this, click on "Assurances" and "Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements."
- Read both documents. At the bottom of each one, click the "Accept" button.
- After you have accepted both documents, enter the correct personal information for the person submitting the application.
- Click the box next to the text at the bottom of the page to certify that the person submitting the application is authorized to accept these assurances and certifications.
- Click "Save and Continue."

Step 8: Reviewing the SF-424

- By answering the questions contained in GMS, you have completed the Standard Form 424 (SF-424) and other forms required to apply for grant funding. Take a moment to review the SF-424 to ensure that it is accurate.
- If you need to make changes to any portion of the application, simply click on that section along the left side of the screen. Be sure to click "Save and Continue" after making any changes.
- When you are sure that the information is accurate, click "Continue."

Step 9: Submitting the Application

- A list of application components will appear on the screen. It should say "Complete" before each component. If it says "Incomplete" then click on the word and it will take you back to the section that needs to be completed. An explanation of what is missing will be at the top of that screen.

What an Application Must Include

Standard Form 424

Program Narrative (Attachment 1)

Applicants must submit a program narrative that generally describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

Budget and Budget Narrative (Attachment 2)

Applicants must submit a budget narrative outlining how JAG administrative funds will be used to support and implement the program.

Review Narrative (Attachment 3)

Applicants must submit information documenting that their JAG application was available for review to the governing body—or organization designated by that body—not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent applicable law or established procedure makes such an opportunity available.

Additional Requirements

- Civil Rights compliance.
- Confidentiality and Human Subjects Protections regulations.
- Anti-Lobbying Act.
- Financial and Government Audit requirements.
- National Environmental Policy Act (NEPA) compliance.
- DOJ Information Technology Standards.
- Single Point of Contact Review.
- Non-Supplanting of State or Local Funds.
- Criminal Penalty for False Statements.
- Compliance with Office of the Comptroller *Financial Guide.*
- Suspension or Termination of Funding.

We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/otherrequirements.htm.

RESOLUTION NO. 2008 - 15

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments and senior citizen deduction; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of January, 2008, that refunds be made as per the attached schedule; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TAMARA TAYLOR $990.31
101 GABRIEL LANE
WILLINGBORO, N.J. 08046
BLOCK 707
LOT 3
101 GABRIEL LANE
OVERPAYMENT TAXES

LENDERS EDGE SETTLEMENT SERVICES, LLC 1362.34
1210 NORTHBROOK DRIVE, SUITE 320
TREVOSE, PA 19053
BLOCK 815
LOT 8
37 EXTON LANE
OVERPAYMENT TAXES

TRINITY INSURANCE ABSTRACT & TITLE 1086.16
4350 HADDONFIELD ROAD, SUITE 450
PENNSAUKEN, N.J. 08109
BLOCK 814
LOT 41
64 EXTON LANE
OVERPAYMENT TAXES

FIRST AMERICAN REAL ESTATE TAX SERVICE
ATTN: REFUND DEPT, PO BOX 961250
FT. WORTH, TX 76161-0250
BLOCK 128 569.80
LOT 21
19 SANDSTONE LANE
BLOCK 214 577.22
LOT 25
33 BOLTON LANE
BLOCK 121 374.10
LOT 6
20 STERLING LANE
OVERPAYMENT TAXES

DANCEY, MARLIN & VONEETTA 422.29
24 GARDENBROOK LANE
WILLIGBORO, N.J. 08046
BLOCK 714
LOT 26
24 GARDENBROOK LANE
OVERPAYMENT TAXES

FLORA B. CLAY 250.00
70 SOUTHAMPTON DRIVE
WILLINGBORO, N.J. 08046
BLOCK 114
LOT 23
70 SOUTHAMPTON DRIVE
SENIOR CITIZEN DEDUCTION

FIRST AMERICAN REAL ESTATE TAX SERVICE	
ATTN: REFUNDS, DEPT. PO BOX 961250	
FT. WORTH, TX 76161-0250	
BLOCK 317	$882.32
LOT 15	
50 PEBBLE LANE	
BLOCK 323	1021.74
LOT 25	
31 POPLAR LANE	
BLOCK 329	888.83
LOT 28	
43 PALFREY LANE	
OVERPAYMENT TAXES	
FIRST AMERICAN REAL ESTATE TAX SERVICE	
95 METHODIST HILL DRIVE, SUITE 100	
ATTN: NJ TEAM	
ROCHESTER, NEW YORK 14623	
BLOCK 1117	977.78
LOT 4	
83 TIDEWATER LANE	
BLOCK 1125	1211.90
LOT 5	
4 TIOGA LANE	
BLOCK 805	687.16
LOT 2	
41 ECHO LANE	
OVERPAYMENT TAXES	
FEDERATION TITLE AGENCY, INC	1716.13
1913 GREENTREE ROAD, SUITE D	
CHERRY HILL, N.J. 08003	
BLOCK 807	
LOT 5	
15 EAST LANE	
OVERPAYMENT TAXES	

RESOLUTION NO. 2008-16

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 8th day of January 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

_____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.

_____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.

_____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).

_____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.

_____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.

_____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.

_____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.

_____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

_____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).

_____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel Matters Involving Terms And Conditions of Employment / Weiss v. Willingboro Settlement Discussions And Contract Negotiations with Public Works.

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

CERTIFICATE OF TOWNSHIP CLERK

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on _____, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: _____

_____
Marie Annese, Township Clerk

RESOLUTION NO. 2008-17

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 15TH day of JANUARY 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and -0- opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

_____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.

_____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.

_____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).

_____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.

_____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.

_____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.

_____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.

_____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

_____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).

_____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Review Applications submitted for position of Township Manager + Interviews - and - Personnel.

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings				Late

RESOLUTION NO. 2008 - 18

A RESOLUTION FOR APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR 2008
(Replace Fencing Rittenhouse Park)

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2008, for replacement of fencing in Rittenhouse Park.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of January, 2008, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

Paul J. Stephenson
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings				Late

3 (b)

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

December 27, 2007

Ms. Joanne Diggs, Acting Township Manager
Willingboro Township
Municipal Complex, One Salem Rd.
Willingboro, NJ 08046

RECEIVED
DEC 2007
OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

RE: Community Development Block Grant Program
Willingboro Township
FY 2008 Application

Dear Ms. Diggs,

Applications for the FY 2008 Community Development Block Grant Program were received by this office on December 14. 2007.

Two (2) applications for CDBG funding were submitted by different individuals and departments on behalf of Willingboro Township submitted.

The first application was submitted by Mr. Duane J. Wallace, Community Development Officer, for replacement of fencing in Rittenhouse Park. The grant budget request is $72,000.

The second application was submitted by Ms. Reva Foster, Executive Director, Department of Aging. The grant request of $83,385.00 would cover handicapped accessibility improvements to the Senior Citizen Center.

A cursory review indicates that both proposed construction projects appear to be eligible for funding. However, due to limitations in Community Development Block Grant Program funds, this office would be unable to fund both of the projects.

Therefore, Willingboro Township must select one of the two projects to proceed through the review process.

In addition, both projects' applications are deficient and cannot be processed to the second phase of the review until the necessary items of omission have been received. Enclosed is a project checklist with the omitted item(s) marked for your information.

Please provide this office with your decision on which of the projects is to be considered by no later than January 25, 2008 and the omitted application items.

Should you have any questions regarding this matter, please contact Karen Trommelen or me at (609) 265-5072.

Sincerely,

John H. Smith, Jr., Coordinator
Community Development

Cc: Karen Trommelen, Grants Analyst

Replacement fencing

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSAL PACKAGE CHECKLIST

CHECK ~~IF COMPLETE~~

☐ 1. Applicant Certifications and Authorizations: signed, witnessed and dated.

☐ 2. **Form BC08-1**: Comprehensive Community Development Plan: Housing and Community Development Objectives and Outcomes.

☐ 3. **Form BC08-2**: Summary of Proposed Project detailing the activity proposed, location, beneficiaries and accomplishments.

☐ 4. **Form BC08-3**: A completed "Project Cost Summary" detailing the project budget for the 2008 proposal.

☐ 5. A project location map. (Municipalities will be supplied with a base map for this purpose.) This map should identify the following:
   a. Census Tract and Block Group(s)
   b. Location of proposed activities including boundaries of areas in which activities will be concentrated and service areas of activities where appropriate.

☐ 6. Two (2) sets of **color** photographs of the project location site(s) are required for all construction or property improvement projects. Photographs of buildings must **show and label** the front, back, both sides and street scene and give directional loci. Photographs of other projects must show and label the site and immediate surrounding area for every proposed construction site. All photographs must be clearly marked to indicate project. Photographs will be used to identify any historic or archeological concerns. (Two original sets of photographs are required).

☐ 7. **Form BC08-4**: A "Proposed Implementation Schedule" which predicts activity performance to completion. All projects should be undertaken and completed within a 12-month period.

☐ 8. **Form BC08-5**: Project Information Form (Water and Sewer).

☐ 9. **Form BC08-6**: Sole Source Aquifer Review Form for Non-Housing.

☐ 10. Audit Report; **Complete** audit of applicant organization for the most recent fiscal year, FY 2006/2007.

☒ 11. If applicant is a municipality, evidence of the Public Hearing: A) Copy of the notice of the Public Hearing (published 10 days before the hearing); and B) Copy of the minutes of the hearing.
Hearing held only (2) days after publication

☑ 12. If applicant is a municipality, resolution of the governing body authorizing the submission of the application to the County.

☐ 13. If applicant is a non-profit agency not previously funded under the CDBG Program within the last four years, the following items must be provided:

a. Proof of your organization's non-profit status: IRS Form 502(c)(3).
b. A copy of IRS Form 990, Tax Return for Tax Exempt Organization.
c. Articles of Incorporation.
d. By-laws of the Corporation, along with a list of the corporation's officers and their responsibilities.
e. Description of your organization, to include:
    1) Broad picture of organization with a statement of mission
    2) Location
    3) History and accomplishments
f. General administrative plan for implementation of your proposed project including fiscal and program management.
g. Other sources of funding for the project:
    1) Funds applied for (sources and amounts)
    2) Funds committed to date (sources and amounts)
h. A financial statement of the 2007 audit.

Public Hearing (re Advertised + Held

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

May 19, 2008

RECEIVED
MAY 21 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Jacqueline Jennings, Mayor
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Re: Burlington County Community Development
Willingboro Township
Project #0638-06; Fence Replacement at Rockland Dr. and Rancocas Creek Buffer
Sub-grantee Agreement

Dear Hon. Mayor Jennings,

I am pleased to be sending you an executed copy of the Sub-grantee Agreement for your approved FY 2006 Community Development Block Grant funded activity. The receipt of the executed Sub-grantee Agreement serves as formal notification to you that we now have all necessary approvals and can begin to fully implement activities. If applicable, construction bids can now be awarded, funds obligated and construction work can be undertaken.

Please be aware of the following points in implementing your Community Development project:

1. The Sub-grantee Agreement expires on September 30, 2008. We urge you to undertake the funded activity promptly so that your project will be completed on schedule. Your final voucher must be submitted by September 30, 2008. Throughout the period, we will be monitoring your adherence to the Implementation Schedule included in the Sub-grantee Agreement. You will be required to specifically address project delays should they occur.

2. In order to closely monitor progress toward expending funds, all Sub-grantees are required to submit a monthly progress report to this office. The report is due the last day of each month beginning with May 2008. A monthly progress report form is enclosed with this letter.

3. An additional Monthly Report is required for service projects that provide direct benefit to low/moderate income people. The Service Benefit Report form is enclosed with this letter, if it is required.

4. In the event that the project is not completed by September 30, 2008, the unexpended CDBG funds may be recaptured by the County.

5. Any dollars remaining from the FY 2006 allocations that are not expended to complete the project will revert back to the County at the time of the final voucher payment.

Enclosed with this letter are the following Handbooks which should be consulted during the various phases of the CDBG project:

- Monitoring Handbook (references to this handbook are made in the Sub-grantee Agreement. Please be alerted to the Penalties for late Project Completion described in this Handbook.).
- Contractor Selection Process and Labor Standards Handbook
- Voucher Payment Process Handbook

Please review this Guide and make it available to the appropriate staff person involved with carrying out the respective phases.

The staff of the Office of Community Development is available to answer any questions you may have with respect to applicable federal program regulations and guidelines. I encourage you to maintain close communication with us at 609-265-5072 in order to ensure that all Community Development Block Grant Program obligations are addressed.

We look forward to working with you to carry out your approved activity and are available to offer the assistance you may require.

Sincerely,

Karen Trommelen, Acting Program Supervisor
Community Development

Cc: Augustus M. Mosca, County Administrator
Mark Remsa, Economic Development Director
Sara Shroyer, Accountant

Enclosures: Sub-grantee Agreement
Monthly Progress Report Form
Sub-grantee Program Monitoring Handbook
Voucher Payment Process Handbook

Resolution # 41
1/23/08

AGREEMENT FOR SUB-GRANT OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Project # 0638-06

Project Description: Fence replacement at Rockland Dr. and Rancocas Creek Buffer

Date of HUD's approval: August 7, 2006

Grant amount: $72,000 Fiscal Year: 2006

THIS AGREEMENT is entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic with administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter, "the Board" or the "County"), and, Willingboro Township, having offices located at One Salem Road, Willingboro, NJ 08046 (hereinafter referred to as "Sub-Grantee").

WITNESSETH:

WHEREAS, on the above-cited date the United States Department of Housing and Urban Development ("HUD") approved the County's application for Community Development Block Grant ("B/G") funding; and

WHEREAS, HUD approved the County's application and the Board has been designated to undertake a B/G Program during fiscal year 2006 as set forth in the Consolidated Housing and Community Development Plan / 2006 Action Plan which more fully describes the activities and use of such financial assistance; and

WHEREAS, the Sub-Grantee has requested funding from the County to undertake the Project as described in the attached Scope of Services/Contract Information forms, which are incorporated herein and made a part hereof; and

WHEREAS, the Project has been determined to be eligible for Block Grant funding if carried out in accordance with established rules and regulations promulgated by HUD for Community Development Block Grants (24 CFR Part 570) and the Sub-Grantee has covenanted and agreed to comply with said rules and regulations;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions stated herein, the parties agree as follows:

1. Term of Agreement. This Agreement begins on the day that both parties have

signed it and ends on September 30, 2008.

2. Commitment to make Subgrant. The Board will pay to the Sub-Grantee funds not to exceed the above-stated grant amount from its Community Development Block Grant funds in accordance with the terms and conditions of this Agreement. The Board's payment shall constitute the Board's sole liability to the Sub-Grantee for the Project. The Board will pay said sum on a reimbursement basis unless the parties hereto agree otherwise. If such an agreement is made it shall be in writing and incorporated herein.

3. Sub-Grantee Responsible for other Funding. The Sub-Grantee warrants and certifies to the County that other funds needed for its Project, as described on the attached Scope of Services/Contract Information Budget Form, are available to it or will be available as needed by the Sub-Grantee for timely completion of the Project.

4. Commencement of Project. The Sub-Grantee shall notify the Office of Community Development of the date work in accordance with and pursuant to this Agreement is commenced. Said notice shall be in letter form bearing the signature of the person authorized to act for the Sub-Grantee and shall be delivered to the Office of Community Development 10 days before said date of commencement.

5. Requirements and Procedure for Payment to Sub-Grantee.

5.1 The Sub-Grantee shall submit evidence that it has made all payments for which reimbursement is requested, and the Board is not obligated to make payments to the Sub-Grantee until the Sub-Grantee has submitted a voucher to the Burlington County Office of Community Development at Post Office Box 6000, Mount Holly, NJ, 08060. In said voucher, the Sub-Grantee shall certify that the work performed under this Agreement is in conformance with the terms and conditions of this Agreement and that the Sub-Grantee is entitled to receive the amount claimed in the voucher.

5.2 The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

5.3 When satisfied with the representations of satisfactory completion, the Coordinator of the County's Office of Community Development will submit the voucher to the Board for payment processing. The final determination of the Board shall prevail as to whether there has been satisfactory completion of the work for which the Sub-Grantee is seeking payment.

5.4. The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

6. Compliance with Laws and Regulations. The Sub-Grantee covenants and agrees to comply with all applicable Federal Statutes and Executive Orders, as well as with Rules and Regulations promulgated by HUD. The failure of this Agreement to include mention of all such statutes, Executive Orders, rules or regulations or for copies of such statutes, Executive Orders, rules or regulations to be attached hereto shall not relieve the Sub-Grantee from compliance with them.

In particular, the Sub-Grantee shall be responsible for and agrees to comply with the following:

- Part II. A. and B. entitled "General Terms and Conditions", attached hereto and made a part hereof.

- all lawful requirements of the Board with respect to the Community Development Block Grant Program necessary to ensure that the Project is carried out in accordance with HUD's Assurances and Certifications, attached hereto and made a part hereof, as "Part III" comprised of Assurances; Certifications Regarding Lobbying; Certifications Regarding Prohibition Against Excessive Force; and Certifications Regarding Drug-Free Workplace Requirements.

- policies established by the Board pertaining to Enforcement of Spending Time Limits, use of Funds for Design Costs, Use of Unexpended Funds and Reprogramming as stated in the Policies Handbook, which the Community Development Office shall make available.

- The Sub-Grantee shall establish and maintain records as set forth in Part IV. (24 CFR Part 570.506).

6.1. Requirements for Governmental and Public entities. If the Sub-Grantee is a governmental entity or public agency, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular A-133, "Audit of State, Local Governments and Non-Profit Organizations (as set forth in 24 CFR Part 45), as specified in Part I. A. of this Agreement; and

- OMB Circular No. A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments", as specified in Part I. B. of this Agreement; and

- Certain sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as specified in Part I. C. of this Agreement.

6.2 Requirements for Private entities. If the Sub-Grantee is not a governmental

entity, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", as specified in Part I. D. of this Agreement; or

- OMB Circular A-21 "Cost Principles for Educational Institutions, as specified in Part I. E. of this Agreement; or

- OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations', with exceptions as specified in Part I. F. of this Agreement; and

- OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", as specified in Part I. H.

7. Project Progress Reports. The Sub-Grantee is responsible for and agrees to submit periodic reports in the format and at such times as are specified by the Office of Community Development. Reports shall include, but may not be limited to:

a. Monthly reports on progress toward meeting the Scope of Services/Project Implementation Schedule form;

b. Monthly reports indicating progress in relation to Extent of Benefit described in Scope of Services/Contract Information form;

c. Annual report, which may include information pertinent to performance in the following areas:

- Income and demographics on project beneficiaries;
- Project accomplishments and status;
- Fair housing achievement;
- Equal employment opportunities;
- Relocation activities;
- Spending and financial status; and/or
- Total costs incurred for project activity and other financial resources used to support costs.

d. For activities involving construction, the Community Development Office shall make available a Sub-Grantees Selection/Labor Standards Handbook describing the specific procurement, reporting and other requirements and procedures with which the Sub-Grantee shall comply.

e. The Sub-Grantee agrees to furnish a copy of its Single Audit Report to the Coordinator of the County's Office of Community Development within 30 days following its completion.

8. Program Income. The Sub-Grantee shall comply with the requirements of "Program Income", as outlined in 24 CFR 570.500(a) and 570.504 so far as it is applicable, attached hereto and made a part hereof as "Part IV. B". The Sub-Grantee shall advise the Board upon its receipt of income generated in any way from its receipt or use of Block Grant funds awarded to it for the purpose of conducting the activity authorized under this Agreement. Sub-Grantees shall notify the Board within 30 days of its receipt.

8.1 Use of Program Income. In event that the Sub-Grantee desires to utilize program income, it shall make written application to the Board. The application shall state the amount of program income received to date, the amount of income expected to be earned if income is expected on a regular basis, and the use the Sub-Grantee proposes to make of it. Pending decision by the Board, Sub-Grantee shall not utilize the program income. If the Board grants the Sub-Grantee's request, program income funds shall be substantially disbursed before additional reimbursement from the Board is sought. In the event the Board declines Sub-Grantee's request, the Sub-Grantee shall pay over all program income to the Board.

8.2 Conditions of County Approval. If the Board approves Sub-Grantee's use of program income the Sub-Grantee shall use said income only for eligible activities in accordance with Block Grant requirements with any such additional conditions as the Board may impose. Program income on hand at the time of closeout shall continue to be used only for eligible activities in accordance with Block Grant requirements. Sub-Grantee shall implement any and all record keeping and reporting measures as may be required by the Board.

8.3 Unused Program Income. In the event that the Sub-Grantee's status changes, unused program income shall be paid over to the Board. In the event the Sub-Grantee receives program income after the termination or expiration of this contract, Sub-Grantee shall pay over said income to the Board.

9. Projects Concerning Real Property. In the event that this contract is for a program that involves the acquisition or improvement of real property and use of Block Grant funds therefor, the Sub-Grantee shall comply with the following provisions:

a. Sub-Grantee shall advise the Board in writing in the event that use of real property changes from the use planned at the time of acquisition or improvement; In the event that such change in use occurs prior to use of Block Grant funds by the Sub-Grantee and said change in use makes the property ineligible for use of Block Grant funds, Sub-Grantee shall not use Block Grant funds for acquiring or

improving the property.

b. The standards for Use of Real Property, as set forth in part 570.505, attached hereto and made part hereof as Part IV. C., shall apply from the date B/G funds are first spent for the property until five years after close out of the grant.

9.1. Recording of Agreement. The County shall have the right to record this Agreement.

10. Termination of Agreement. This Agreement shall terminate on the occurrence of any one of the following circumstances, whichever shall first occur:

a. Termination of this project by HUD. Upon receipt of notice of termination by HUD, the Sub-Grantee shall not incur new obligations to continue the Project unless and until it has obtained substitute financing. The date upon which the Sub-Grantee receives notice of termination shall constitute the last day for which the Board will reimburse the Sub-Grantee, unless the parties hereto agree otherwise; any such agreement shall be in writing.

b. In the event the Sub-Grantee is unable to obtain substitute financing, the Sub-Grantee shall cancel as many outstanding obligations as possible. Without respect to the foregoing, payments made to the Sub-Grantee and recovery thereof by the Board from the Sub-Grantee under this Agreement subsequent to termination of HUD funding shall be in accordance with the legal rights and liabilities of all parties of this Agreement.

c. Termination for cause under Part II. B., Paragraph V. of the "General Terms and Conditions" attached hereto and made a part hereof.

d. Termination for the convenience of the Public Body under Part II. B., Paragraph VI. of the "Terms and Conditions" attached hereto and made a part hereof.

e. Suspension or termination of this award may occur if the Sub-Grantee materially fails to comply with any term of this Agreement.

10.1 Sub-Grantee's responsibilities on Termination of Agreement. Upon termination of this Agreement, the Sub-Grantee shall transfer to the Board any B/G funds and program income on hand at that time; any accounts receivable attributable to the use of the B/G funds.

10.2 Any real property under the Sub-Grantee's control that was acquired or

improved in whole or in part with B/G funds in excess of $25,000 shall either be used to meet one of the National Objectives in 24 CFR 570.208 until five years after expiration of this Agreement or for such longer period of time as determined to be appropriate by the Board or the Sub-Grantee shall pay to the Board an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-B/G funds for acquisition of or improvement to the property.

11. Finding of Project Ineligibility. In the event that, subsequent to entering into this Agreement, it is determined that the Sub-Grantee's project is ineligible for Community Development funding, the Sub-Grantee agrees to return to the Board all moneys it has received from the Board to fund the project. The Board assumes no financial liability or responsibility for any determination by it, HUD, or the Burlington County Office of Community Development that the project for which the Sub-Grantee has received Community Development funding is eligible for HUD funding. It is the intent of this Agreement to make HUD funds awarded to the Board available to Sub-Grantees for projects eligible for Community Development Block Grant funds. It is not the intent of this Agreement for the Board to assume the expense, through the expenditure of the County funds or otherwise, of the Sub-Grantee's project.

12. Return of Funds to County. If the cost of completing the activities, as described in the scope of services is less than the total amount of Community Development Block Grant funds stated on Page 1 and a balance of funds remains upon completion of the scope of work, the balance of the allocation shall revert back to the Board.

12.1 The Sub-Grantee shall transfer to the County any B/G funds on hand at the time of the expiration of this Agreement and any accounts receivable attributable to the use of the B/G funds.

13. Insurance Requirements. The Sub-Grantee shall maintain the following policies of insurance during the term of this contract:

a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.

b. Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) annual aggregate.

c. Comprehensive Automobile Liability insurance of not less than one million dollars ($1,000,000) combined single limit.

d. Professional Liability insurance in the amount of one million dollars

($1,000,000) for each wrongful act/two million dollars ($2,000,000) aggregate.

The Sub-Grantee shall provide a certificate(s) of insurance evidencing Sub-Grantee's policies. This certificate(s) are to be issued and mailed to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, PO Box 6000
Mt. Holly, NJ 08060-6000
Attention: Insurance & Risk Management

14. Indemnification of County. Sub-Grantee shall be solely responsible for and shall keep, save and hold harmless the Board and its servants, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of personal injury, loss of life, and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to any acts or omissions of Sub-Grantee, its employees, agents and subcontractors, in the performance of the work covered by this Agreement or the failure to comply with the terms and conditions of this Agreement.

15. No Agency Intended. Sub-Grantee is and shall at all times be regarded as an independent contractor. Sub-Grantee shall not at any time act as agent for the Board or represent that Sub-Grantee has any authority to bind, obligate or speak for the Board. Nothing herein is intended nor shall any term of this Agreement be construed as creating an employer-employee relationship between the Board and Sub-Grantee or be deemed to constitute the appointment of Sub-Grantee as the Board's agent.

16. No Improper Influence on County. Sub-Grantee hereby affirms that no person has made or agreed to make on Sub-Grantee's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of Sub-Grantee within the two years preceding execution of this Agreement. The Board retains the right to declare Sub-Grantee in breach of this Agreement should it determine that Sub-Grantee's affirmations are untrue.

17. No Waiver by Failure to Declare Breach. The Board's failure to declare Sub-Grantee in breach of this Agreement shall not constitute waiver thereof. In addition, the failure of the Board to declare the Sub-Grantee in breach of any other contract for certain conduct that constitutes a breach of both this and any other Agreement shall not estop or prevent the Board from declaring the Sub-Grantee in breach of this Agreement.

18. Conditions of Waivers. Any waiver, consent, modification or change to this

agreement shall be effective only for the specific instance and for the specific purpose described in the writing pertaining thereto.

19. Effect of Waiver of Breach. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach.

20. Complete Agreement. This Agreement supersedes all discussions, conversations, negotiations and agreements, whether written or oral, and may be amended only by written instrument signed by both parties.

21. Conflict in Terms of Agreement. In the event that there is any conflict between any term of this Agreement and any attachments hereto or other requirements that are incorporated by reference, the one having the higher standard shall control.

22. Interpretation of Agreement. New Jersey law shall govern the interpretation and application of this Agreement.

23. Severability of Terms. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. If the County deems the invalid provision to be critical to its willingness to enter into this agreement it shall have the right to cancel this contract.

24. New Jersey Business Registration Requirements.

The following provisions apply to this Agreement unless the Sub-Grantee (a) is a not-for-profit business or (b) is a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below.

"Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration

Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not a Sub-Grantee and (b) knowingly provides goods or performs services for a Sub-Grantee or another subcontractor in the fulfillment of the Sub-Grantee's responsibilities pursuant to this Agreement.

24.1. At or before the Sub-Grantee's execution of this Agreement the Sub-Grantee shall submit proof of registration to the County.

24.2. The Sub-Grantee shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.

24.3. Final payment pursuant to this Agreement shall not be owed to the Sub-Grantee until the Sub-Grantee has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the Sub-Grantee has certified that no subcontractors provided services in connection with this Agreement.

24.4. For the term of this Agreement the Sub-Grantee and each of its affiliates and subcontractors and each of the subcontractors' affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.

24.5. A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided pursuant to this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Sub-Grantee caused this Agreement to be executed on the date reported. The signature of the Sub-Grantee's representative hereon shall constitute Sub-Grantee's warranty to the County that the Sub-Grantee, or its authorized representative, has read this contract, understands it and agrees to be bound by its terms and conditions. If the Sub-Grantee is a corporation or business partnership execution hereof for Sub-

Grantee shall constitute a representation and warranty that the making and execution of this Agreement has been duly authorized in accordance with the rules, charter, bylaws and certificate of the Sub-Grantee.

SUB-GRANTEE

Signature _____ Date: 5/5/08

Jacqueline Jennings
Signatory's typed/printed name

Attest: Marie Rupert Date: 5/5/08

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

Augustus M. Mosca Date: 5-16-08
Augustus M. Mosca
County Administrator

Attest: Sharon Montagano

BURLINGTON COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
SCOPE OF SERVICES/CONTRACT INFORMATION
FY 2006

1. **Sub–grantee:** Willingboro Twnship
2. **Address:** One Salem Road Wilingboro, New Jersey 08046
3. **Sub-grantee Contact Person:** Patti Cnrad/Barbara Busacca

   Phone: (609)760-7407/(609)877-2200 **Fax:** (609)877-1278
4. **Project Engineer:** Duane Wallace-Construction Oficial/Wendel Bibbs
5. **Address:** One Salem Road Willingboro, New Jersey
6. **Engineer Contact Person:** Dane Wallace/Wendell Bibbs

   Phone: (609)781-3145 **Fax:** (609)877-1278
7. **The Sub-grantee authorizes the Community Development program staff to exchange information directly with the above indicated project engineer:**
   YES XX **NO** _____ **INITIALS** _____
8. **Project Description Narrative:**

   a. **Describe project activity:**

Project to include the removal of 3,068 feet of severely deteriorated chain link and split rail fence located in Census Tract 702809. The location Starts from Ruscombe Court in the rear of the townhouses and follows the rear buffer line to Ridgeview Pace.
The project will include the installation of new chain link fencing. The deteriorated fencing that is located in the project area is a buffer for the residents of Ritenhouse Park. from the ravine that leads to the Rancocas Creek. Located behind all townhouses is a walkway which residents can utilize and the fencing is located 3 feet from the walkway. Children utilize this walkway to walk to school and the current fencing is either missing totally or has holes in it . This project activity will help us to eliminate the safety issue.
Removal of exisitng chain link and split rail fence wil be removed by Willingboı Township Public Works Department.

b: **Project Location – i.e.: street address(es), census track(s) and/or block group(s). Indicate nearest main road/street intersection: (Please specify Street, Avenue, Lane, Drive, etc.)**

Rittenhouse Park Area-Census Tract702809 -BG 1

Ruscombe Court to Ridgeview Place

Census Tract: 702809 **Block Group:** 1

Census Tract: _____ **Block Group:** _____

c: **Provide measurable units of accomplishments (e.g. 2000 lf of paving; 20 rehabilitated dwelling units; 200 lower income residents benefiting from recreational facility):**

Removal of 3,068 Feet of deteriorated chain link and split rail fence

Installation of 3,068 Feet of new Chain link fencing.

Project will accomplish the elimination of safety hazards to residents of this area and any other pedestrians util;izing walkways. Elimination of unsightly and unsafe fence. Replacement will decrease constant utilization of Public WOrks to install temporary fencing. Decrease trash and debris which falls into the creek.

9. a. **Area Benefit Activity:**

43.4 **% Low/Mod Population; or**

b. **Direct Benefit Activity:**

% Persons or Households who are Low Income: _____**; OR**

Specify the Presumed Benefit Category: _____

10. **Starting and Ending Dates of Project:**

June 2008 - Start Date

September 2008 - End Date

11. **Construction Project: Attach Engineer's Estimate of Project Costs.**

SCOPE OF SERVICES/CONTRACT INFORMATION
BURLINGTON COUNTY COMMUNITY DEVELOPMENT BLACK GRANT PROGRAM
PROJECT IMPLEMETATION SCHEDULE
FY 2006

Sub-grantee: Willingboro Township

Project Activity Title: Rittenhouse Park Fence Replacement (Rancocas Creek Buffer)

Phase of Project Activity	2007 Aug	Sept	Oct	Nov	Dec	2008 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
1. Determine Specs for fence replacement											XX			
2.Publish request for bid proposals											XX			
3. Open Bid proposals and determine contractor											XX			
4.Notification of contractor award											XX			
5.All permits and paperwork submited and reviewed for approval												XX		
6. Field Inspections conducted for location and verification of removal and installation												XX		
7.Removal of deteriorated fencing by Willingboro Public Works												XX		
8. Installation of New Fencing												XX		
9. Final Ispections Conducted													XX	
10. Rittenhouse Fence Project completed.														XX

NOTE: Sub-grantees must adhere to this schedule in order to be in compliance with this Agreement. Adherence to this schedule is to be reported on monthly progress reports to be provided. Advance approval from the Community Development Office is required for deviation from this schedule. Final Voucher for reimbursement of costs must be submitted within 30 days after project completion. All project work must be completed and final vouchers submitted by September 30, 2008.

SCOPE OF SERVICES/CONTRACT INFORMATION
TOTAL PROJECT BUDGET*
BURLINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2006

Sub-grantee: Willingboro Township

Project #: 0638-06

A Budget Categories (Itemize All Project Costs)	B Community Development Share (CDBG Funds per this Agreement)	C Name of Other Sources of Funds	D Amount of Funds from Other Sources	E Total Program Budget
1. Fence Removal	XXXXXXX	Municiapl Share-	Wilingboro Twp Public	Works $ 0
2. Fence Installation	$ 72, 000.00	xx	xx	$ 72,000.00
3. Engineering/Inspections spec review fees	xxx	Willingboro Twp	$ 5500.00	$ 5,500.00
4.			Total	$ 77, 500.00
5.				
6.				
7.				
8.				

Column A: List all project costs (including engineering and administration).
Column B: List amount of CDBG funding.
Column C: List all funding sources by name other than CDBG (including funds from agency/municipality, budget and other public or private sources) to be used to support project costs itemized in Column A. Other funds listed in Columns C and D must be available as needed for the project to meet the Implementation Schedule.
Column D: List amount of funding from sources listed in Column C.
Column E. Totals

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MONTHLY PROGRESS REPORT

Sub-grantee: _____ Month of: _____

Project: _____ _____

1. Describe the project activity to date and compare accomplishments to date to the Implementation Schedule in the Sub-grantee Agreement:

2. If the project is not meeting the Implementation Schedule, describe problems or difficulties that contributed to delays. Describe any anticipated delays in the future.

3. Describe all corrective actions implemented or to be taken to remedy the delay.

Report Prepared by: _____ Date: _____

Title: _____

Si ústed no comprende esta carta, por favor llame esta oficina al número que aparece arriba y un representante le ayudará en español.
NEW JERSEY RELAY SERVICE TT USERS: 1-800-852-7899 VOICE USERS: 1-800-852-7897

RESOLUTION NO. 2008 - 19

A RESOLUTION FOR APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR 2008
(Handicapped Accessibility Improvements to Senior Citizen Center)

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2008, for handicapped accessibility improvements to the Senior Citizen Center.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of January, 2008, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

3 (6)

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

December 27, 2007

Ms. Joanne Diggs, Acting Township Manager
Willingboro Township
Municipal Complex, One Salem Rd.
Willingboro, NJ 08046

RECEIVED
DEC 2007
OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

RE: Community Development Block Grant Program
Willingboro Township
FY 2008 Application

Dear Ms. Diggs,

Applications for the FY 2008 Community Development Block Grant Program were received by this office on December 14. 2007.

Two (2) applications for CDBG funding were submitted by different individuals and departments on behalf of Willingboro Township submitted.

The first application was submitted by Mr. Duane J. Wallace, Community Development Officer, for replacement of fencing in Rittenhouse Park. The grant budget request is $72,000.

The second application was submitted by Ms. Reva Foster, Executive Director, Department of Aging. The grant request of $83,385.00 would cover handicapped accessibility improvements to the Senior Citizen Center.

A cursory review indicates that both proposed construction projects appear to be eligible for funding. However, due to limitations in Community Development Block Grant Program funds, this office would be unable to fund both of the projects.

Therefore, Willingboro Township must select one of the two projects to proceed through the review process.

In addition, both projects' applications are deficient and cannot be processed to the second phase of the review until the necessary items of omission have been received. Enclosed is a project checklist with the omitted item(s) marked for your information.

Please provide this office with your decision on which of the projects is to be considered by no later than January 25, 2008 and the omitted application items.

Should you have any questions regarding this matter, please contact Karen Trommelen or me at (609) 265-5072.

Sincerely,

John H. Smith, Jr., Coordinator
Community Development

Cc: Karen Trommelen, Grants Analyst

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RECEIVED
MAY 1 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

- ☐ Section 8 Housing Choice Voucher Program
- ☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

- ☐ Community Development Block Grant Program
- ☐ Home Improvement Loan Program
- ☐ Heater Replacement Program
- ☐ HOME Affordable Housing Developer Program
- ☐ HOME First Time Homebuyer Program

May 12, 2008

Jacqueline Jennings, Mayor
Willingboro Township
One Salem Road
Willingboro NJ 08046

RE: Community Development Block Grant Program
FY 2008 Annual Plan

Dear Mayor Jennings:

Following a final public hearing on April 23, 2008, the Board of Chosen Freeholders adopted Burlington County's FY 2008 Consolidated Annual Plan. Burlington County Community Development intends to submit the approved Consolidated Plan to the U. S. Department of Housing and Urban Development prior to May 18, 2008. I am pleased to inform you that the activity described below was included in the Consolidated Plan submission.

Description of Project: Architectural barrier removal
Funding Allocation: $72,000

Upon formal acceptance by HUD (usually in late July or August), the Burlington County Community Development Office will prepare a Sub-grantee Agreement for your review and execution. The Sub-grantee Agreement outlines the terms of funding and requirements to which you must adhere. Along with the Agreement, you will be asked to complete several forms, which will be made a part of the final Sub-grantee Agreement.

REMEMBER THAT NO WORK CAN BEGIN AND NO CONTRACTS CAN BE AWARDED UNTIL THE COUNTY HAS EXECUTED THE AGREEMENTS AND YOU RECEIVE AUTHORIZATION TO PROCEED BY SEPARATE LETTER.

I congratulate you on your project selection and design and thank you for your assistance with Burlington County's housing and community development goals.

If you have any questions concerning the Community Development Block Grant Program please call Karen Trommelen, Acting Program Supervisor, Burlington County Community Development at 609-265-5072.

Sincerely,

Aubrey Fenton, Director
Burlington County Board of Chosen Freeholders

AF:KT:lah
cc: Augustus Mosca, County Administrator
Mark Remsa, Director
Karen Trommelen, Acting Program Supervisor
Marie Annese, Clerk
Joanne Diggs, Manager
Duane Wallace, Engineer

TO: Ms. Reva Foster

FROM: Ms. M. Annese, RMC

DATE: August 29,2008

RE: CDBG Project – Architectural Barrier Removal
At Community & Senior Center

Attached is all the paperwork for the above – including 2 signed Sub-grantee Agreements which have to get sent out to Ms,. Trommelen with the Scope of Services/Contract Information, Budget and Project Implementation Schedule.

I have kept one copy of the sub-grantee agreement. Please advise, by copy of letter, when all has been sent to County.

Thanks.

/ma
Att.

M.A.

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

August 18, 2008

RECEIVED
AUG 19 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Marie Annese, Clerk
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Re: Burlington County Community Development
Willingboro Township
Project #0638-08; Architectural barrier removal at Community and Senior Center
Sub-grantee Agreement

Dear Ms. Annese:

I am pleased to advise you on behalf of the Board of Chosen Freeholders that this office has received approval of funding request for its project, "Architectural barrier removal at Community and Senior Center." The approved FY2008 allocation is $72,000.

Now that approval for the above referenced project has been received, we are now issuing a Sub-grantee Agreement.

Please complete the following four enclosures and return them together to the Community Development Office, PO Box 6000, Mount Holly, NJ 08060, no later than **September 12, 2008.**

1. Sub-grantee Agreement: To be executed by the Sub-grantee (2 copies)

   A. Have signature page signed by appropriate official.
   B. Attest signature.
   C. Fill in date
   D. Affix seal.

2. Scope of Services/Contract Information:

   Complete form to clearly describe the "Approved Activity" based upon the submitted application. Attach an engineer's estimate for construction-type projects. REMEMBER, vouchers will be paid based upon project scope detailed here.

3. Budget:

   Complete Budget Form by listing all project costs (including engineering and administration) and all sources of funding. Be sure to complete the columns provided to show the name of the source as well as the amount of funding from sources other than CDBG.

4. Project Implementation Schedule:

   Complete timetable to show all listed phases of project implementation with project completion and submission of final voucher by September 30, 2008.

5. Business Entity Disclosure Certification: To be executed by the Sub-grantee

   A. Complete, sign and attest/notarize "Business Entity Disclosure Certification to Burlington County Board of Chosen Freeholders for Non-Fair and Open Contracts (Required Pursuant to N.J.S.A. 19:44A-20.8)

   B. Complete, sign, and attest/notarize "Business Entity Certification to Burlington County Board of Chosen Freeholders Concerning Political Contributions for Non-Fair and Open Contracts Required Pursuant to P.L. 2005, Chapter 271 (N.J.S. 19:44A-20.26)

Attachments to the Sub-grantee Agreements, Parts I, II A & B, II and IV, are enclosed. Please retain these Parts and make them part of the Sub-grantee Agreement when it has been executed by the County and returned to you.

A County Policies Handbook is also enclosed. References to this Handbook are made in the Sub-grantee Agreement. Please be alerted to the Penalties for Late Project Completion described in this Handbook.

REMEMBER THAT NO WORK CAN BEGIN AND NO CONTRACTS CAN BE AWARDED UNTIL THE COUNTY HAS EXECUTED THE AGREEMENT AND YOU RECEIVE AUTHORIZATION TO PROCEED BY SEPARATE LETTER.

The Sub-grantee is strongly urged, however, to now complete all necessary preparatory work (design plans, permits, other sources of funding, bid documents,

etc.) so that the FY2008 activity supported by CDBG funds can begin as soon as the Agreement has been executed.

IMPORTANT NOTES

1. All construction activity must conform to Labor Standards and Contract Compliance Regulations. Contact Karen Trommelen at 609-265-5072 for information.

2. Method of payment will be on a reimbursement basis unless other arrangements have been specified in a written agreement.

3. Sub-grantee Agreement expires on September 30, 2009. Failure to complete project and submit the final voucher by that date will result in penalties imposed on future funding.

4. A Labor Standards Handbook and Voucher Payment Process Handbook will be sent along with your copy of the executed Sub-grantee Agreement. Please follow the procedures detailed in those handbooks closely to avoid compliance problems.

Effective communication between you and the Community Development Office will help to guarantee that all program regulations are addressed; please contact the staff or me at 609-265-5072 if you have any questions or problems during the course of the project.

Sincerely,

Karen Trommelen

Karen Trommelen, Acting Program Supervisor
Community Development Program

cc: Augustus M. Mosca, County Administrator

Enclosures: Sub-grantee Agreement (2 copies)
Scope of Services/Contract Information Form
Budget Form
Project Implementation Schedule
Business Entity Disclosure Certification
Business Entity Certification Concerning Political Contributions
Attachment to Sub-grantee Agreement
County Policies Handbook

Res #420 Date: 6/25/08

AGREEMENT FOR SUB-GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Project #0638-08

Project Description: Architectural barrier removal at Community and Senior Center

Date of HUD's approval: August 6, 2008

Grant amount: $72,000 Fiscal Year: 2008

THIS AGREEMENT is entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic with administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter, "the Board" or the "County"), and, Willingboro Township, having offices located at One Salem Road, Willingboro, NJ 08046, (hereinafter referred to as "Sub--Grantee").

WITNESSETH:

WHEREAS, on the above-cited date the United States Department of Housing and Urban Development ("HUD") approved the County's application for Community Development Block Grant ("B/G") funding; and

WHEREAS, HUD approved the County's application and the Board has been designated to undertake a B/G Program during fiscal year 2008 as set forth in the Consolidated Housing and Community Development Plan / 2008 Action Plan which more fully describes the activities and use of such financial assistance; and

WHEREAS, the Sub-Grantee has requested funding from the County to undertake the Project as described in the attached Scope of Services/Contract Information forms, which are incorporated herein and made a part hereof; and

WHEREAS, the Project has been determined to be eligible for Block Grant funding if carried out in accordance with established rules and regulations promulgated by HUD for Community Development Block Grants (24 CFR Part 570) and the Sub-Grantee has covenanted and agreed to comply with said rules and regulations;

NOW, THEREFOREE, in consideration of the foregoing and the terms and conditions stated herein, the parties agree as follows:

1. Term of Agreement. This Agreement begins on the day that both parties have signed it and ends on September 30, 2009.

2. Commitment to make Subgrant. The Board will pay to the Sub-Grantee funds not to exceed the above-stated grant amount from its Community Development Block Grant funds in accordance with the terms and conditions of this Agreement. The Board's payment shall constitute the Board's sole liability to the Sub-Grantee for the Project. The Board will pay said sum on a reimbursement basis unless the parties hereto agree otherwise. If such an agreement is made it shall be in writing and incorporated herein.

3. Sub-Grantee Responsible for other Funding. The Sub-Grantee warrants and certifies to the County that other funds needed for its Project, as described on the attached Scope of Services/Contract Information Budget Form, are available to it or will be available as needed by the Sub-Grantee for timely completion of the Project.

4. Commencement of Project. The Sub-Grantee shall notify the Office of Community Development of the date work in accordance with and pursuant to this Agreement is commenced. Said notice shall be in letter form bearing the signature of the person authorized to act for the Sub-Grantee and shall be delivered to the Office of Community Development 10 days before said date of commencement.

5. Requirements and Procedure for Payment to Sub-Grantee.

5.1 The Sub-Grantee shall submit evidence that it has made all payments for which reimbursement is requested, and the Board is not obligated to make payments to the Sub-Grantee until the Sub-Grantee has submitted a voucher to the Burlington County Office of Community Development at Post Office Box 6000, Mount Holly, NJ, 08060. In said voucher, the Sub-Grantee shall certify that the work performed under this Agreement is in conformance with the terms and conditions of this Agreement and that the Sub-Grantee is entitled to receive the amount claimed in the voucher.

5.2 The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

5.3 When satisfied with the representations of satisfactory completion, the Coordinator of the County's Office of Community Development will submit the voucher to the Board for payment processing. The final determination of the Board shall prevail as to whether there has been satisfactory completion of the work for which the Sub-Grantee is seeking payment.

5.4. The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

6. Compliance with Laws and Regulations. The Sub-Grantee covenants and agrees to comply with all applicable Federal Statutes and Executive Orders, as well as with Rules and Regulations promulgated by HUD. The failure of this Agreement to include mention of all such statutes, Executive Orders, rules or regulations or for copies of such statutes, Executive Orders, rules or regulations to be attached hereto shall not relieve the Sub-Grantee from compliance with them.

In particular, the Sub-Grantee shall be responsible for and agrees to comply with the following:

- Part II. A. and B. entitled "General Terms and Conditions", attached hereto and made a part hereof.

- all lawful requirements of the Board with respect to the Community Development Block Grant Program necessary to ensure that the Project is carried out in accordance with HUD's Assurances and Certifications, attached hereto and made a part hereof, as "Part III" comprised of Assurances; Certifications Regarding Lobbying; Certifications Regarding Prohibition Against Excessive Force; and Certifications Regarding Drug-Free Workplace Requirements.

- policies established by the Board pertaining to Enforcement of Spending Time Limits, use of Funds for Design Costs, Use of Unexpended Funds and Reprogramming as stated in the Policies Handbook, which the Community Development Office shall make available.

- The Sub-Grantee shall establish and maintain records as set forth in Part IV. (24 CFR Part 570.506).

6.1. Requirements for Governmental and Public entities. If the Sub-Grantee is a governmental entity or public agency, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular A-133, "Audit of State, Local Governments and Non-Profit Organizations (as set forth in 24 CFR Part 45), as specified in Part I. A. of this Agreement; and

- OMB Circular No. A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments", as specified in Part I. B. of this Agreement; and

- Certain sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as specified in Part I. C. of this Agreement.

6.2 Requirements for Private entities. If the Sub-Grantee is not a governmental entity, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", as specified in Part I. D. of this Agreement; or

- OMB Circular A-21 "Cost Principles for Educational Institutions, as specified in Part I. E. of this Agreement; or

- OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations', with exceptions as specified in Part I. F. of this Agreement; and

- OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", as specified in Part I. H.

7. Project Progress Reports. The Sub-Grantee is responsible for and agrees to submit periodic reports in the format and at such times as are specified by the Office of Community Development. Reports shall include, but may not be limited to:

a. Monthly reports on progress toward meeting the Scope of Services/Project Implementation Schedule form;

b. Monthly reports indicating progress in relation to Extent of Benefit described in Scope of Services/Contract Information form;

c. Annual report, which may include information pertinent to performance in the following areas:

- Income and demographics on project beneficiaries;
- Project accomplishments and status;
- Fair housing achievement;
- Equal employment opportunities;
- Relocation activities;
- Spending and financial status; and/or
- Total costs incurred for project activity and other financial resources used to support costs.

d. For activities involving construction, the Community Development

Office shall make available a Sub-Grantees Selection/Labor Standards Handbook describing the specific procurement, reporting and other requirements and procedures with which the Sub-Grantee shall comply.

e. The Sub-Grantee agrees to furnish a copy of its Single Audit Report to the Coordinator of the County's Office of Community Development within 30 days following its completion.

8. Program Income. The Sub-Grantee shall comply with the requirements of "Program Income", as outlined in 24 CFR 570.500(a) and 570.504 so far as it is applicable, attached hereto and made a part hereof as "Part IV. B". The Sub-Grantee shall advise the Board upon its receipt of income generated in any way from its receipt or use of Block Grant funds awarded to it for the purpose of conducting the activity authorized under this Agreement. Sub-Grantees shall notify the Board within 30 days of its receipt.

8.1 Use of Program Income. In event that the Sub-Grantee desires to utilize program income, it shall make written application to the Board. The application shall state the amount of program income received to date, the amount of income expected to be earned if income is expected on a regular basis, and the use the Sub-Grantee proposes to make of it. Pending decision by the Board, Sub-Grantee shall not utilize the program income. If the Board grants the Sub-Grantee's request, program income funds shall be substantially disbursed before additional reimbursement from the Board is sought. In the event the Board declines Sub-Grantee's request, the Sub-Grantee shall pay over all program income to the Board.

8.2 Conditions of County Approval. If the Board approves Sub-Grantee's use of program income the Sub-Grantee shall use said income only for eligible activities in accordance with Block Grant requirements with any such additional conditions as the Board may impose. Program income on hand at the time of closeout shall continue to be used only for eligible activities in accordance with Block Grant requirements. Sub-Grantee shall implement any and all record keeping and reporting measures as may be required by the Board.

8.3 Unused Program Income. In the event that the Sub-Grantee's status changes, unused program income shall be paid over to the Board. In the event the Sub-Grantee receives program income after the termination or expiration of this contract, Sub-Grantee shall pay over said income to the Board.

9. Projects Concerning Real Property. In the event that this contract is for a program that involves the acquisition or improvement of real property and use of Block Grant funds therefore, the Sub-Grantee shall comply with the following provisions:

a. Sub-Grantee shall advise the Board in writing in the event that use

of real property changes from the use planned at the time of acquisition or improvement; In the event that such change in use occurs prior to use of Block Grant funds by the Sub-Grantee and said change in use makes the property ineligible for use of Block Grant funds, Sub-Grantee shall not use Block Grant funds for acquiring or improving the property.

b. The standards for Use of Real Property, as set forth in part 570.505, attached hereto and made part hereof as Part IV. C., shall apply from the date B/G funds are first spent for the property until five years after close out of the grant.

9.1. Recording of Agreement. The County shall have the right to record this Agreement.

9.2 The Sub-grantee is responsible for placing a lien on the property to insure compliance with the terms of this agreement and its agreement with the owner of the property to be improved, the cost of which may be included in the request for reimbursement.

10. Termination of Agreement. This Agreement shall terminate on the occurrence of any one of the following circumstances, whichever shall first occur:

a. Termination of this project by HUD. Upon receipt of notice of termination by HUD, the Sub-Grantee shall not incur new obligations to continue the Project unless and until it has obtained substitute financing. The date upon which the Sub-Grantee receives notice of termination shall constitute the last day for which the Board will reimburse the Sub-Grantee, unless the parties hereto agree otherwise; any such agreement shall be in writing.

b. In the event the Sub-Grantee is unable to obtain substitute financing, the Sub-Grantee shall cancel as many outstanding obligations as possible. Without respect to the foregoing, payments made to the Sub-Grantee and recovery thereof by the Board from the Sub-Grantee under this Agreement subsequent to termination of HUD funding shall be in accordance with the legal rights and liabilities of all parties of this Agreement.

c. Termination for cause under Part II. B., Paragraph V. of the "General Terms and Conditions" attached hereto and made a part hereof.

d. Termination for the convenience of the Public Body under Part II. B., Paragraph VI. of the "Terms and Conditions" attached hereto and

made a part hereof.

e. Suspension or termination of this award may occur if the Sub-Grantee materially fails to comply with any term of this Agreement.

10.1 Sub-Grantee's responsibilities on Termination of Agreement. Upon termination of this Agreement, the Sub-Grantee shall transfer to the Board any B/G funds and program income on hand at that time; any accounts receivable attributable to the use of the B/G funds.

10.2 Any real property under the Sub-Grantee's control that was acquired or improved in whole or in part with B/G funds in excess of $25,000 shall either be used to meet one of the National Objectives in 24 CFR 570.208 until five years after expiration of this Agreement or for such longer period of time as determined to be appropriate by the Board or the Sub-Grantee shall pay to the Board an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-B/G funds for acquisition of or improvement to the property.

11. Finding of Project Ineligibility. In the event that, subsequent to entering into this Agreement, it is determined that the Sub-Grantee's project is ineligible for Community Development funding, the Sub-Grantee agrees to return to the Board all moneys it has received from the Board to fund the project. The Board assumes no financial liability or responsibility for any determination by it, HUD, or the Burlington County Office of Community Development that the project for which the Sub-Grantee has received Community Development funding is eligible for HUD funding. It is the intent of this Agreement to make HUD funds awarded to the Board available to Sub-Grantees for projects eligible for Community Development Block Grant funds. It is not the intent of this Agreement for the Board to assume the expense, through the expenditure of the County funds or otherwise, of the Sub-Grantee's project.

12. Return of Funds to County. If the cost of completing the activities, as described in the scope of services is less than the total amount of Community Development Block Grant funds stated on Page 1 and a balance of funds remains upon completion of the scope of work, the balance of the allocation shall revert back to the Board.

12.1 The Sub-Grantee shall transfer to the County any B/G funds on hand at the time of the expiration of this Agreement and any accounts receivable attributable to the use of the B/G funds.

13. Insurance Requirements. The Sub-Grantee shall maintain the following policies of insurance during the term of this contract:

a. Not less than the statutory minimum Workers' Compensation and

Employer's Liability insurance.

b. Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) annual aggregate.

c. Comprehensive Automobile Liability insurance of not less than one million dollars ($1,000,000) combined single limit.

d. Professional Liability insurance in the amount of one million dollars ($1,000,000) for each wrongful act/two million dollars ($2,000,000) aggregate.

The Sub-Grantee shall provide a certificate(s) of insurance evidencing Sub-Grantee's policies. This certificate(s) are to be issued and mailed to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, PO Box 6000
Mt. Holly, NJ 08060-6000
Attention: Insurance & Risk Management

14. Indemnification of County. Sub-Grantee shall be solely responsible for and shall keep, save and hold harmless the Board and its servants, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of personal injury, loss of life, and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to any acts or omissions of Sub-Grantee, its employees, agents and subcontractors, in the performance of the work covered by this Agreement or the failure to comply with the terms and conditions of this Agreement.

15. No Agency Intended. Sub-Grantee is and shall at all times be regarded as an independent contractor. Sub-Grantee shall not at any time act as agent for the Board or represent that Sub-Grantee has any authority to bind, obligate or speak for the Board. Nothing herein is intended nor shall any term of this Agreement be construed as creating an employer-employee relationship between the Board and Sub-Grantee or be deemed to constitute the appointment of Sub-Grantee as the Board's agent.

16. No Improper Influence on County. Sub-Grantee hereby affirms that no person has made or agreed to make on Sub-Grantee's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of Sub-Grantee within the two years preceding execution of this Agreement. The Board retains the right to declare Sub-

Grantee in breach of this Agreement should it determine that Sub-Grantee's affirmations are untrue.

17. No Waiver by Failure to Declare Breach. The Board's failure to declare Sub-Grantee in breach of this Agreement shall not constitute waiver thereof. In addition, the failure of the Board to declare the Sub-Grantee in breach of any other contract for certain conduct that constitutes a breach of both this and any other Agreement shall not stop or prevent the Board from declaring the Sub-Grantee in breach of this Agreement.

18. Conditions of Waivers. Any waiver, consent, modification or change to this agreement shall be effective only for the specific instance and for the specific purpose described in the writing pertaining thereto.

19. Effect of Waiver of Breach. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach.

20. Complete Agreement. This Agreement supersedes all discussions, conversations, negotiations and agreements, whether written or oral, and may be amended only by written instrument signed by both parties.

21. Conflict in Terms of Agreement. In the event that there is any conflict between any term of this Agreement and any attachments hereto or other requirements that are incorporated by reference, the one having the higher standard shall control.

22. Interpretation of Agreement. New Jersey law shall govern the interpretation and application of this Agreement.

23. Severability of Terms. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. If the County deems the invalid provision to be critical to its willingness to enter into this agreement it shall have the right to cancel this contract.

24. New Jersey Business Registration Requirements.

The following provisions apply to this Agreement unless the Sub-Grantee (a) is a not-for-profit business or (b) is a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below.

"Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not a Sub-Grantee and (b) knowingly provides goods or performs services for a Sub-Grantee or another subcontractor in the fulfillment of the Sub-Grantee's responsibilities pursuant to this Agreement.

24.1. At or before the Sub-Grantee's execution of this Agreement the Sub-Grantee shall submit proof of registration to the County.

24.2. The Sub-Grantee shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.

24.3. Final payment pursuant to this Agreement shall not be owed to the Sub-Grantee until the Sub-Grantee has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the Sub-Grantee has certified that no subcontractors provided services in connection with this Agreement.

24.4. For the term of this Agreement the Sub-Grantee and each of its affiliates and subcontractors and each of the subcontractors' affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.

24.5. A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided pursuant to this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Sub-Grantee caused this Agreement to be executed on the date reported. The signature of the Sub-Grantee's representative hereon shall constitute Sub-Grantee's warranty to the County that the Sub-Grantee, or its authorized representative, has read this contract, understands it and agrees to be bound by its terms and conditions. If the Sub-Grantee is a corporation or business partnership execution hereof for Sub-Grantee shall constitute a representation and warranty that the making and execution of this Agreement has been duly authorized in accordance with the rules, charter, bylaws and certificate of the Sub-Grantee.

SUB-GRANTEE

_____ Date: 8/22/08

Signature

Jacqueline Jennings

Signatory's typed/printed name

Township Clerk
8/22/08

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

_____ Date: _____

Augustus M. Mosca
County Administrator

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

December 27, 2007

Ms. Joanne Diggs, Acting Township Manager
Willingboro Township
Municipal Complex, One Salem Rd.
Willingboro, NJ 08046

RECEIVED
DEC 2007
OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

RE: Community Development Block Grant Program
Willingboro Township
FY 2008 Application

Dear Ms. Diggs,

Applications for the FY 2008 Community Development Block Grant Program were received by this office on December 14. 2007.

Two (2) applications for CDBG funding were submitted by different individuals and departments on behalf of Willingboro Township submitted.

The first application was submitted by Mr. Duane J. Wallace, Community Development Officer, for replacement of fencing in Rittenhouse Park. The grant budget request is $72,000.

The second application was submitted by Ms. Reva Foster, Executive Director, Department of Aging. The grant request of $83,385.00 would cover handicapped accessibility improvements to the Senior Citizen Center.

A cursory review indicates that both proposed construction projects appear to be eligible for funding. However, due to limitations in Community Development Block Grant Program funds, this office would be unable to fund both of the projects.

Therefore, Willingboro Township must select one of the two projects to proceed through the review process.

In addition, both projects' applications are deficient and cannot be processed to the second phase of the review until the necessary items of omission have been received. Enclosed is a project checklist with the omitted item(s) marked for your information.

Please provide this office with your decision on which of the projects is to be considered by no later than January 25, 2008 and the omitted application items.

Should you have any questions regarding this matter, please contact Karen Trommelen or me at (609) 265-5072.

Sincerely,

John H. Smith, Jr., Coordinator
Community Development

Cc: Karen Trommelen, Grants Analyst

Board of Chosen Freeholders
County of Burlington
New Jersey

Department of Economic Development & Regional Planning
Housing and Community Development Office
Human Services Facility, 795 Woodlane Road, Westampton, NJ 08060
Mailing Address: P.O. Box 6000, Mount Holly, NJ 08060

RENTAL ASSISTANCE PROGRAM
(609) 265-5600 FAX (609) 702-7080

☐ Section 8 Housing Choice Voucher Program
☐ Family Self Sufficiency Program

COMMUNITY DEVELOPMENT PROGRAM
(609) 265-5072 FAX (609) 265-5500

☐ Community Development Block Grant Program
☐ Home Improvement Loan Program
☐ Heater Replacement Program
☐ HOME Affordable Housing Developer Program
☐ HOME First Time Homebuyer Program

Res 2008-19

January 28, 2010

Marie Annese, RMC
Willingboro Township
One Salem Road
Willingboro, NJ 08046

RECEIVED
FEB 04 2010
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Re: Community Development Block Grant Program
WillingboroTownship
Project #0638-08; Architectural Barrier Removal at Community and Senior Center
Sub-grantee Agreement Amendment

Dear Ms. Annese,

Enclosed please find a fully executed Amendment to the Sub-grantee Agreement between Willingboro Township and the Board of Chosen Freeholders.

The amendment changes the expiration date of the Sub-grantee Agreement from September 30, 2009 to December 31, 2009.

Should you have any further questions, please contact me at (609) 265-5072.

Sincerely,

Karen Trommelen

Karen Trommelen, Program Supervisor
Community Development

Cc: Sara Shroyer, Senior Accountant

Si ústed no comprende esta carta, por favor llame esta oficina al número que aparece arriba y un representante le ayudará en español.
NEW JERSEY RELAY SERVICE TT USERS: 1-800-852-7899 VOICE USERS: 1-800-852-7897

Res. # 903 Date: December 29, 2009

FIRST AMENDMENT TO AGREEMENT FOR SUB-GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Subgrantee: Willingboro Township
Project # 0638-08; Fiscal Year: 2008
Project Description: Architectural Barrier Removal at Community and Senior Center
Grant amount: $72,000
Date of HUD's approval: August 6, 2008

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter, "Board"), as recipient of Community Development Block Grant ("Program") Funds, entered into an agreement with the above-named Sub-Grantee, pursuant to which the Board committed the above-described grant amount for the above-described Project, which agreement had an expiration date of September 30, 2009; and

WHEREAS, the Subgrantee requested a three-month extension of time to complete the Project; and

WHEREAS, the Board has determined to approve the Subgrantee's request;

Now, therefore, in consideration of the foregoing, the Board and Subgrantee agree as follows:

1. The expiration date of the Sub-Grant Agreement shall be modified retroactively to be December 31, 2009.

2. In accordance with the Board's policies concerning the Program, the next award of subgrant funds for which the Subgrantee is eligible shall be reduced by thirty percent (30%).

2. All other terms and conditions of the Sub-Grant Agreement shall remain in effect and unchanged by this Amendment.

IN WITNESS WHEREOF and intending to be legally bound, the Board has caused this Amendment to Agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date reported.

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

SUBGRANTEE: WILLINGBORO TOWNSHIP

Eddie Campbell
Signature

1/21/10
Date

Eddie Campbell, Jr.
Signer's typed name

Mayor
Signer's title

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

Kendall J. Collins, Interim County Administrator

Date

RESOLUTION NO 2008 - 20

WHEREAS, the Shelter for victims of domestic violence in Willingboro has been operated by the Providence House/Willingboro Shelter; and

WHEREAS, the Providence House/Willingboro Shelter property is owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the execution of this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of January, 2008, that the Mayor is hereby authorized to execute the attached agreement on behalf of the Township.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				Out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

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

February 4, 2008

Jean L. Metz, ACS, LCSW
Division Director
Providence House/Willingboro Shelter
PO Box 496
Willingboro, New Jersey 08046

Dear Ms. Metz:

Attached is a copy of Resolution No. 2008 – 20 which was adopted by Willingboro Township Council at their meeting of January 22, 2008. Also attached are three copies of the Public Donor Agreement between Providence House/Willingboro Shelter and Willingboro Township. All three have been signed by Mayor Jennings.

It would be appreciated if you would have the document signed, and upon completion please return a copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Donor Agreement #_____

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence Domestic Violence Services of Catholic Charities (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social services program, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

   A. Donated Resources means the total donation made by the Donor as match. Donated resources may include cash donations and/or In-Kind Contributions.

   B. In-Kind Contributions means property or services (except the services of volunteers) which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment I to this agreement.

2. Term – This Agreement shall begin on January 1, 20 08 and shall terminate on December 31, 20 08 barring any outstanding obligations of either party.

3. Donated Resources – This Donor agrees to provide Donated Resources in an mount totaling $ 28,000 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be Contributed by the Donor to the Provider Agency as follows:

Payment(s)	Date Due	Cash	In-Kind*	Total
	12/31/08	$15,940	$12,060	$28,000
	TOTAL	$15,940	$12,060	$28,000

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources - Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment I to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions - The Donor restricts the use of Donated Resources as follows:

Type of Service: Domestic Violence Protective Services
Service Contract Title: Providence House of Catholic Charities
Service Contract #: DP-08-034

7. Provider Agency's Obligations - In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provision of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligations - It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations - The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed on Attachment I to this agreement fairly represents their value to the social service program.

10. Indemnification - The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit - The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement - This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: _____
Signature of Donor's Authorized Representative

NAME: Jacqueline Jennings

TITLE: Mayor

DONOR: Willingboro Twp.

DONOR ADDRESS: One Salem Road
W'Boro, N.J.

PHONE NUMBER: 609.877-2200 x6202

DATED: 1/22/08

BY: _____
Signature of the Provider Agency's Authorized Representative

NAME: Francis E. Dolan

TITLE: Executive Director

PROVIDER AGENCY: Catholic Charities

PROVIDER ADDRESS: 383 West State Street
Trenton, NJ 08618

PHONE NUMBER: 609-394-5181

DATED: _____

Francis E. Dolan, ACSW, LSW
Executive Director

Jean L. Metz, ACSW, LCSW
Service Area Director
Providence House Domestic Violence Services

Catholic Charities
DIOCESE OF TRENTON

www.catholiccharitiestrenton.org

V.E.R.

Marie
pls have attached
paper work
and also letter to
council members
12/18/07 Jeff

RECEIVED
DEC 10 2007

December 6, 2007

Jeffrey Ramsey, Mayor
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

On behalf of Providence House Domestic Violence Services of Catholic Charities, I am writing to you regarding the Public Donor Agreement between Providence House and Willingboro Township, which we renew annually for submission with our contract to the New Jersey Division of Youth and Family Services.

Because the Division of Youth and Family Services requires that the Public Donor Agreement be included in our contract renewal and we need to submit it to them promptly, to facilitate the process I would be happy to have a Providence House staff person pick up the agreement when you have signed it. Kindly let us know when it will be convenient for us to do so. If you have any questions or would like to discuss the agreement, please contact Jeanette Hennessy, Contract/Grant Manager, at 856-824-0599.

As always, we at Providence House Domestic Violence Services are grateful to Willingboro Township for your generous and steadfast support of victims of domestic violence. Our mission to break the cycle of violence through education, empowerment and advocacy, and to bring peace to every home, would not be achievable without excellent community friends like Willingboro Township. We thank you again for being our partner in this mission.

Sincerely,

Jean Metz, ACSW, LCSW
Director

Encl.

cc: Marie Annese, Willingboro Township Clerk

renewing lives, restoring hope

Providence House Domestic Violence Services
P.O. Box 496 • Willingboro, New Jersey 08046 • 24 Hour Hotline: 609-871-7551 • Outreach: 856-824-0599 • FAX 856-824-9340

~~J.E.K~~
M.A.

Francis E. Dolan, ACSW, LSW
Executive Director

Jean L. Metz, ACSW, LCSW
Service Area Director
Providence House Domestic Violence Services

Catholic Charities
DIOCESE OF TRENTON

www.catholiccharitiestrenton.org

OFFICE OF THE TWP CLERK
DEC 10 2007
RECEIVED

December 6, 2007

Jeffrey Ramsey, Mayor
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

On behalf of Providence House Domestic Violence Services of Catholic Charities, I am writing to you regarding the Public Donor Agreement between Providence House and Willingboro Township, which we renew annually for submission with our contract to the New Jersey Division of Youth and Family Services.

Because the Division of Youth and Family Services requires that the Public Donor Agreement be included in our contract renewal and we need to submit it to them promptly, to facilitate the process I would be happy to have a Providence House staff person pick up the agreement when you have signed it. Kindly let us know when it will be convenient for us to do so. If you have any questions or would like to discuss the agreement, please contact Jeanette Hennessy, Contract/Grant Manager, at 856-824-0599.

As always, we at Providence House Domestic Violence Services are grateful to Willingboro Township for your generous and steadfast support of victims of domestic violence. Our mission to break the cycle of violence through education, empowerment and advocacy, and to bring peace to every home, would not be achievable without excellent community friends like Willingboro Township. We thank you again for being our partner in this mission.

Sincerely,

Jean Metz, ACSW, LCSW
Director

Encl.

cc: Marie Annese, Willingboro Township Clerk

renewing restoring

Providence House Domestic Violence Services
P.O. Box 496 • Willingboro, New Jersey 08046 • 24 Hour Hotline: 609-871-7551 • Outreach: 856-824-0599 • FAX 856-824-9340

RESOLUTION NO. 2008 - 21

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of January, 2008, that refunds be made as per the attached schedule; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				OUT OF Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

THOMPSON, JESSE II & XANTHIA 20 TREMONT PLACE WILLINGBORO, N.J. 08046 BLOCK 1109 LOT 28 20 TREMONT PLACE OVERPAYMENT TAXES	$185.43
HOWARD, JULIUS & JOSIE 66 NIAGARA LANE WILLINGBORO, N.J. 08046 BLOCK 1023 LOT 43 66 NIAGARA LANE OVERPAYMENT TAXES	1336.38
GLORIA LEFTWICH 161 COUNTRY CLUB ROAD WILLINGBORO, N.J. 08046 BLOCK 414 LOT 4 161 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1543.30
CREQUE, GARRY & AMANDA 167 MILLBROOK DRIVE WILLINGBORO, N.J. 08046 BLOCK 510 LOT 29 167 MILLBROOK DRIVE OVERPAYMENT TAXES	1061.18
HARVARD ABSTRACT 3260 TILLMAN DRIVE SUITE 90-A BENSALEM, PA. 19020 BLOCK 826 LOT 13 46 EDGEWATER LANE OVERPAYMENT TAXES	1209.19
ROBERT & LINDA BIRNBAUM 2036 VERIZON CT. APT. 204 WOODBRIDGE, VA. 22191 BLOCK 901 LOT 175 7 ROANOKE COURT OVERPAYMENT TAXES	777.70

CAROLYN E. HOLLOMAN 9201 MILLIENUM DRIVE WILLINGBORO, N.J. 08046 BLOCK 903 LOT 78 28 RUTLEDGE PLACE OVERPAYMENT TAXES	869.76
JOHN F. NYACK 18 RITTENHOUSE COURT WILLINGBORO, N.J. 08046 BLOCK 901 LOT 97 18 RITTENHOUSE COURT OVERPAYMENT TAXES	819.74
URLIC GIBBONS 19 EVERGREEN DRIVE WILLINGBORO, N.J. 08046 BLOCK 818 LOT 25 19 EVERGREEN DRIVE OVERPAYMENT TAXES	1271.94
TITLEDGE OF NEW JERSEY 1350 LIBERTY AVENUE HILLSIDE, N.J. 07205 BLOCK 316 LOT 33 27 PEBBLE LANE OVERPAYMENT TAXES	908.35
HOMECOMINGS FINANCIAL, LLC 1 FIRST AMERICAN WAY BLDG 5, FLOOR 3 WESTLAKE, TEXAS 76262 BLOCK 602 LOT 7 72 HAMILTON LANE OVERPAYMENT TAXES	57.13
CINELLA BRANNON 167 NORTHAMPTON DRIVE WILLINGBORO, N.J. 08046 BLOCK 1003 LOT 162 167 NORTHAMPTON LANE OVERPAYMENT TAXES	107.00

HAZEL R. BLACKWELL 12 TENNYSON LANE WILLINGBORO, N.J. 08046 BLOCK 1110 LOT 50 12 TENNYSON LANE OVERPAYMENT TAXES	158.84
SIMS, EDWARD M & MARY J 94 THORNHILL LANE WILLINGBORO, N.J. 08046 BLOCK 1101 LOT 68 94 THORNHILL LANE OVERPAYMENT TAXES	1605.80
HARVARD ABSTRACT & SEARCH INC 3200 PACIFIC AVE. 2ND FLOOR WILDWOOD, N.J. 08260 BLOCK 334 LOT 9 157 PENNYPACKER DRIVE OVERPAYMENT TAXES	1120.18
GARY WILLIAMS 45 MELVILLE LANE WILLINGBORO, N.J. 08046 BLOCK 529 LOT 14 45 MELVILLE LANE OVERPAYMENT TAXES	116.88

RESOLUTION NO. 2008 - 22

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of of taxes for:

Year	Block/Lot/Qual	Assessed To	Amount
2007	902 / 58	Shuler, Glory Ann	$186.48

WHEREAS, Added Assessments were placed on the above property in error; and

WHEREAS, 54:4-99 and 100 allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of January, 2008, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-99 and 100.

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				Out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008-23

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 22nd day of January 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of _____ in favor and _____ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

_____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.

_____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.

_____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).

_____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.

_____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.

_____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.

_____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.

_____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

_____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).

_____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Contracting For Telecommunication Services For All Municipal buildings and discussion with Regard to Emergency Services Squad and Contract and Personnel issues Related to that.

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				Out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

CERTIFICATE OF TOWNSHIP CLERK

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on _____, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: _____

_____
Marie Annese, Township Clerk

RESOLUTION NO. 2008 - 24

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants for calendar year 2008 will memorialize the commitment of this municipality to recycling and to indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of January, 2008, that the Township of Willingboro hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection, and designates James Gray, Willingboro Recycling Coordinator, to ensure that the application is properly filed.

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purpose of recycling.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 – 25
A RESOLUTION CANCELLING THE 2007 ADDED ASSESSMENT PROPERTY TAXES ON BLOCK 3, LOT 4.08

Whereas, certain buildings were constructed on that parcel of property known as Block 3, Lot 4.08 in the Redevelopment Area known as the Willingboro Town Center Urban Renewal; and

Whereas, there is a financial agreement for Long Term Tax Exemption between Willingboro Urban Renewal, LLC and the Township of Willingboro; and

Whereas, the parties anticipated the Project to be constructed in units, i.e. buildings or sections of buildings will be constructed and or renovated in phases and the parties intend this agreement to apply as each unit of the Project becomes available for use by means of issuance of a Certificate of Occupancy; and

Whereas, this parcel qualifies as "exempt from taxation in accordance with the provisions of the Exemption Law and the payment of the annual service charge is the only charge permitted in accordance with the Financial Agreement; and

Whereas, N.J.S.A. 54:4-99 and 100 allows the governing body of a municipality to cancel taxes that are illegal assessments; and

Whereas, the Assessor erroneously placed an added assessment for the buildings erected under a Five Year Phased Abatement Agreement which only covered that portion of the project known as Block 3, Lot 4.11 and **not** Block 3, Lot 4.08.

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro assembled in public session this 22nd day of January, 2008, that the Improvement Added Assessment is hereby cancelled in accordance with the terms of the Financial Agreement for Long Term Tax Exemption between Willingboro Urban Renewal, LLC and the Township of Willingboro.

Be It Further Resolved, that the 2007 Added Assessment for Improvements of $3,502,800 on Block 3, Lot 4.08 and the resulting taxes of $181,445.04 is hereby cancelled.

Be It Further Resolved, that a copy of this resolution be forwarded to the Burlington County Board of Taxation and the Treasurer of Burlington County to advise them of the action taken by the Willingboro Township Council on this matter.

Jacqueline Jennings, Mayor

Attest:
Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				Out of Room
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

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

February 4, 2008

Ms. Margaret Nuzzo, Administrator
Burlington County Board of Taxation
49 Rancocas Road
Mt. Holly, New Jersey 08060

Re: Cancellation of 2007
Added Assessment Property Taxes
on Block 3, Lot 4.08

Dear Ms. Nuzzo:

Attached is a certified copy of Resolution No. 2008 – 25 which was adopted by Willingboro Township Council at their meeting of January 22, 2008.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
cc: Treasurer, Burlington County
Willingboro Tax Assessor

RESOLUTION NO. 2008 - 26

A RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2008, that refunds be made as per the attached schedule; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

SANDRA WILLIAMS 26 GRANITE LANE WILLINGBORO, N.J. 08046 BLOCK 711 LOT 4 26 GRANITE LANE OVERPAYMENT TAXES	$ 931.90
SIGNATURE SETTLEMENT & TITLE AGENCY 3 BROAD STREET – STE 100 FREEHOLD, N.J. 07728 BLOCK 544.01 LOT 38.07 4 DEERPARK DRIVE OVERPAYMENT TAXES	1670.55
WELLS FARGO REAL ESTATE TAX SERVICE 1 HOME CAMPUS, MAC X 2302-04D REGION 1 ATTN: FINANCIAL UNIT DES MOINES, IA 50328-0001 BLOCK 329 LOT 11 38 POTTER LANE OVERPAYMENT TAXES	1681.97
PHILIP & PHYLIS ADAMS 69 ELDERBERRY LANE WILLINGBORO, N.J. 08046 BLOCK 838 LOT 7 69 ELDERBERRY LANE OVERPAYMENT TAXES	1063.64
AARON STEWART 26 POND LANE WILLINGBORO, N.J. 08046 BLOCK 303 LOT 7 26 POND LANE OVERPAYMENT TAXES	1142.06
GROUP 21 TITLE FIVE GREENTREE CENTRE, SUITE 111 ROUTE 73 AT LINCOLN DRIVE MARLTON, N.J. 08053 BLOCK 823 LOT 6 20 EXPRESS LANE OVERPAYMENT TAXES	1198.34

COUNTRYWIDE TAX SERVICE CORP PO BOX 10211, ATTN: TAX DEPT SV-24 VAN NUYS, CA 91410-0211 BLOCK 1022 LOT 18 31 NIAGARA LANE OVERPAYMENT TAXES	$ 437.71
ROBIN GOULD 55 FAIRMONT DRIVE WILLINGBORO, N.J. 08046 BLOCK 1202.01 LOT 87 55 FAIRMONT DRIVE OVERPAYMENT TAXES	176.12
WASHINGTON MUTUAL TAX DEPT /FSCO211, PO BOX 100573 FLORENCE, SC 29501 BLOCK 507 LOT 9 44 MONTROSE LANE OVERPAYMENT TAXES	1129.24

RESOLUTION NO. 2008 – 27

Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the January 2008 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2008, the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 28

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A CONTRACT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS REGARDING THE 2008 GRANT FOR THE 2008 JAZZ FESTIVAL

WHEREAS, Willingboro Township applied for and received a grant for $2,500 from the Burlington County Board of Chosen Freeholders; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6h day of February, 2008, that the Clerk and Mayor are authorized and directed to execute the contracts with the Board of Chosen Freeholders as regards the 2008 Festival grant.

Jacqueline Jennings, Mayor

Attest:

Marie Annese RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Res JAZZ JR

RESOLUTION NO. 2001 - 74

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

WHEREAS, the Willingboro Township Council desires to seek a Special Project Grant, in the amount of $5,000, from the Burlington County Cultural and Heritage Commission under the New Jersey State Council on the Arts Department of State:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of June, 2001, that the Finance Director and Superintendent of Recreation are hereby Authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application for the year 2002.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

Board of Chosen Freeholders
Of The County of Burlington
New Jersey

Department of Resource Conservation
Division of Cultural Affairs & Tourism

Mailing Address
P.O. Box 6000 / Smithville Road
Eastampton, New Jersey 08060-6000

Location
Historic Smithville Park
Smithville Road
Eastampton, NewJersey 08060
Telephone No. (609) 265-5068
Fax No. (609) 265-5782

January 1, 2008

Willingboro Township
Community Cultural Affairs
c/o Adrienne Jones
Kennedy Center, 429 Kennedy Way
Willingboro, NJ 08046

Dear Adrienne Jones,

Enclosed are 5 copies of your 2008 Subgrantee Agreement, Revised Financial Page and Interim Report forms.

Please sign ALL 5 copies of the contract where indicated. Attach a copy of the Certificate of insurance for your organization indicating general liability, automobile, and workers compensation insurance coverage as noted in paragraph 9 of the contract for the period January 1 – December 31, 2008. If your coverage in any category ends prior to December 31, 2008, a second Certificate will be required upon renewal. Also enclose evidence of operation under an existing federally approved or sanctioned affirmative action program, or a Certificate of Employee Information Report. If such evidence or certificate cannot be provided, an Affirmative Action Employee Information Report (Form AA 302) must be submitted as noted in paragraph 22 of the contract. Return ALL 5 contracts, the Certificate(s) of Insurance, and the affirmative action information to this office as soon as possible.

The Revised Financial Page is due Feb. 1, Interim Report is due June 6 and the Final Report (form to follow) is **due within 30 days** of completion of a Special Project and General Operating Support Final Report is due no later than December 31, 2008.

The initial 75% payment will be released once the contract is executed and the signed voucher is returned, along with an up-to-date Certificate of Insurance and the affirmative action information described above. The remaining 25% released upon receipt of an acceptable Final Report and voucher.

Regrantees are reminded of the credit statement requirement as outlined in paragraph 11 of the contract.

Please call 609-265-5959 if you have any questions.

Sincerely,

Lynn E. Pitts
Program Analyst

Enclosures:
5 contracts (to be signed and returned)
Revised Financial page (due February 1)
Interim Report form (due June 6)

cc: Mary Pat Robbie, Director, Resource Conservation
Joyce Goldsmith, Coordinator, Cultural Affairs & Tourism

WILLINGBORO TOWNSHIP COMMUNITY AFFAIRS DEPARTMENT

429 John F. Kennedy Way, Willingboro, New Jersey 08046 609-871-0915

TO: MARIE ANNESE

FROM: ADRIENNE JONES

COMMUNITY AFFAIRS CULTURAL COORDINATOR

SUBJECT: INSURANCE CERTIFICATE, SEAL AND SIGNATURES

As you will find enclosed the Board of Chosen Freeholders of The County of Burlington New Jersey has presented Willingboro Township a grant for the 2008 Jazz Festival.
In accordance with their guidelines we are to submit a copy of our Certificate of Insurance as described and evidence of our affirmative action program.

Question Ans. 1/28/08

All 5 contracts enclosed are to be signed where indicated, seal embossed and returned no later than Feb. 1, 2008.

Please call 609-871-0915 if you have any questions.

Sincerely,

Adrienne Jones

Board of Chosen Freeholders
County of Burlington
New Jersey

Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mount Holly, N.J. 08060-6000

file w/ Res. 2008 28

PETER H. NELSON
County Solicitor
Tele: (609) 265-5289
Fax: (609) 265-5933

RECEIVED
JUL 10 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

July 9, 2008

Willingboro Township Community Cultural Affairs
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Sir/Madam:

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

Thank you.

Very truly yours,

PETER H. NELSON, ESQUIRE
BURLINGTON COUNTY SOLICITOR

Encls.
cc: Gina Wheatley, Freeholders Office
John Cicalese, Auditing Dept.
Lynn Pitts, Cultural Affairs

Res. # dated

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

_____ **signatures and corporate seal**

_____ **certificate(s) of insurance in accordance with Paragraph 9**

_____ **compliance with nondiscrimination/affirmative action provision of Paragraph 22**

* *

NEW JERSEY STATE COUNCIL ON THE ARTS
2008 BURLINGTON COUNTY LOCAL ARTS PROGRAM GRANT
SUBGRANTEE AGREEMENT

SUBGRANTEE: WILLINGBORO TOWNSHIP COMMUNITY CULTURAL AFFAIRS
SUBGRANT AMOUNT: $2,500
PROJECT: SPECIAL PROJECT SUPPORT- JAZZ FESTIVAL
SUBGRANTEE REQUIREMENTS:

- Subgrantee agrees to attend a mandatory ADA Compliant Workshop offered by Burlington County Division of Cultural Affairs & Tourism.
- Interim Report - due Friday, June 6, 2008.
- **Final Report - due 30 days after project completion.**
- **Promotional and written materials shall use tag line as written on page 4, Paragraph 11.**

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

WITNESSETH:

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

WHEREAS, the Board has executed a grant agreement with NJSCA, effective for the period January 1 through December 31, 2008; and

WHEREAS, the SUBGRANTEE has proposed to conduct the programs or activities described above for Burlington County residents, which programs or activities are believed to be

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

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

7. The Board shall be entitled to monitor the SUBGRANTEE to assess the benefit to the community of the SUBGRANTEE's programs or activities. As a recipient of grant funds we request that you furnish two tickets for at least one production and send publicity announcements for all events occurring with the grant period to the *Burlington County Division of Cultural Affairs and Tourism*. We are responsible for ensuring that grant-funded programs and projects are being produced and demonstrate high artistic quality and are in compliance with ADA legislation.

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

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

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

b. comprehensive, Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) annual

hereditary cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war. This agreement to not intimidate and discriminate includes, but is not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. SUBGRANTEE agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

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

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

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

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

17. SUBGRANTEE agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated pursuant to P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.), as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-36.

18. SUBGRANTEE agrees to inform in writing appropriate

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

24. SUBGRANTEE shall not limit or restrict access to its programs or activities funded pursuant to this agreement on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, atypical cellular or blood trait, handicap, liability for service in the Armed Forces of the United States, nationality or status as veteran of the Vietnam war.

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

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

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

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

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

30. This Agreement may be terminated by either party

RESOLUTION NO. 2008-29
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 6th day of February 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

_____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.

_____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.

_____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).

_____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.

_____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.

_____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.

_____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.

_____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

_____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).

_____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Weiss Litigation Settlement - KC Builder's Contract Negotiations / Rose St. Development - Renewal Proposed Amendment to Redevelopment Agreement / Contract Negotiations - Sunesys Negotiations to use Twp Right of Way. Amended to include Contract Negotiations Bowman & Co. - LOSAP and Supplemental Audit.

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

CERTIFICATE OF TOWNSHIP CLERK

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on _____, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: _____

_____
Marie Annese, Township Clerk

RESOLUTION NO. 2008 - 30

A RESOLUTION AUTHIRUIZING THE REDUCTION OF ORIGINAL PERFORMANCE BOND FOR POPEYE'S (Block 2, Lot 4.01)

WHEREAS, at the request of the Planning Board Applicant, Popeye's, an inspection of the above referenced project was made by Remington & Vernick; and

WHEREAS, it was recommended by the Engineer, in accordance with his letter dated February 1, 2008, that the original Performance Bond in the amount of $363,059.87 be reduced to $108,917.96 which represents 30% of the total performance bond.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of February, 2008, **that the performance bond be reduced to $108,917.96 contingent upon the payment of all outstanding Remington & Vernick Engineer bills.**

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director, Auditor, and Popeye's for their information and attention.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

*

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

February 1, 2008

Joanne Diggs, Acting Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

FEB 5 2008

Re: Township of Willingboro
Popeye's
Block 2, Lot 4.01
Performance Bond Reduction
R&V #0338P060

Dear Mr. Berry:

At the request of the applicant; Remington& Vernick Engineers Inspection Department has conducted an inspection of the above-referenced project. Based upon our investigation, we recommend a reduction of the Performance Bond originally established in the amount of $363,059.87.00 to the amended amount of $108,917.96 which represents 30% of the total performance bond.

The reduction of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington & Vernick Engineer Vouchers.

If you should have any further questions or require any additional information, please contact our office at (609) 298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

for KWB

K. Wendell Bibbs, P.E., C.M.E.

KWB/clg

c: Mayor & Committee
Maria Annese, Township Clerk
Sarah Wooding, Planning Board Secretary
Gregory Sullivan, P.E., P.P., C.M.E.
Syreeta Paul
Ray Longmore
Hasson Shipman

T:\Willingboro\P060 - Popeye's Chicken\perftbondreduction.doc

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

RECEIVED
FEB 5 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

February 4, 2008

Ashish Parikh
15 Nicolosi Drive
Staten Island, NY 10312

Re: Township of Willingboro
Popeye's Restaurant
4328 Route 130
Block 2, Lot 4.01
Performance Bond Release Punchlist
R&V #0338T026

Dear Mr. Parikh:

During recent site inspections conducted by the Remington & Vernick Engineers Inspection department, the following items were discovered which require correction/completion prior to release of the performance guarantee:

LOCATION	CORRECTIVE ACTION
Entrance	Install missing vertical curb radius on DOT right-of-way.
Handicap Parking Stall	Install concrete wheel stop as per plan.
Exit	Repaint "STOP" lettering as per plan.
Overall Site	Install proper lighting as per plan.
Across from Drive-Thru	Replant 1-HL three "Gleditsia Triacanthos Inems Skyline".

The Contractor should take note that it has been our experience that if proper repairs are not made in a timely manor, additional damage may occur from weathering, vandalism and other factors which can lead to additional punch list items. Since our responsibility is to insure proper conditions at the time of acceptance, these repairs should be made in a timely manner.

T:\Willingboro\P060 - Popeye's Chicken\performancebondreleasepunchkist.02-01-08.doc

Before starting correction of these items please notify a member of Remington, Vernick & Arango Engineers Inspection Department so that a follow up inspection can take place. If you should have any questions, please contact our Bordentown Office at (609) 298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

for KWB

K. Wendell Bibbs, P.E., C.M.E.

KWB/clg

c: Mayor & Committee
Joanne Diggs, Acting Township Manager
Duane Wallace, Director of Inspection
Sarah Wooding, Planning Board Secretary
Gregory J. Sullivan
James Walker
Syreeta Paul

RESOLUTION NO. 2008 – 31

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

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

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

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2008.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of February, 2008, that the attached fee schedule is hereby established for professional fees:

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Schedule of Billable Hourly Rates -- 2008

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220

3 Jocama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 09232
(609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775

University Office Plaza
Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212

US Steel Tower
600 Grant Street
Suite 1251
Pittsburgh, PA 15219
(412) 263-2200

Remington, Vernick & Arango Engineers
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

FACILITIES DEPARTMENT

Facilities Department Head	$148
Project Engineer	$140
Senior Design Engineer	$130
Design Engineer II	$125
Design Engineer I	$105
Engineering Aide	$75
Technical Aide	$50

TRANSPORTATION/BRIDGE DEPARTMENT

Transportation/Bridge Dept. Head	$148
Project Engineer	$140
Senior Design Engineer	$130
Design Engineer II	$125
Design Engineer I	$105
Engineering Aide	$75
Technical Aide	$50

ENVIRONMENTAL DEPARTMENT

Environmental Department Head	$148
Environmental Project Manager	$140
Sr. Project Environ. Engineer	$130
Senior Geologist	$130
Geologist	$120
Project Environmental Engineer	$115
Senior Environmental Engineer	$110
Environmental Engineer	$98
Environmental Aide	$75
Technical Aide	$50

LANDSCAPE ARCHITECTURE & PLANNING DEPARTMENT

L.A./Planning Dept. Head	$148
Project Engineer	$130
Senior Planner	$125
Planner	$105
Senior Landscape Architect	$125
Landscape Architect/Planner	$110
Technical Aide	$50

CONSTRUCTION MANAGEMENT & OBSERVATION DEPARTMENT

CM & Observation Dept. Head	$125
Construction Management	
Project Manager	$107
Construction Manager	$102
Project Scheduler	$98
Project Coordinator	$95
Field Manager	$95
Observation Personnel:	
Chief Observer	$115
Observer Supervisor NICET IV	$107
Observer NICET II/III	$103
Contract Administrator	$98
Observer NICET I	$98
Observer Aide	$75
Technical Aide	$50

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring an engineering expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. The firm does not charge for night council or commission meetings.

MUNICIPAL DEPARTMENT

Municipal Department Head	$150
Municipal Engineer	$140
Senior Design Engineer	$130
Design Engineer II	$125
Design Engineer I	$105
Engineering Aide	$75
Technical Aide	$50

DRAFTING DEPARTMENT

Drafting/CADD Department Head	$125
Senior Design Draftsperson	$102
Cartographer	$90
Design Draftsperson	$90
Drafting Aide	$75
Technical Aide	$50

SURVEY DEPARTMENT

Field Personnel:	
Surveyor	$98
Party Chief	$95
Transitperson	$89
Rod Person	$70
Office Personnel:	
Survey Department Head	$125
Survey Project Manager	$105
Survey Designer	$98
Technical Aide	$50

ADMINISTRATIVE

Principal	$155
Regional Manager	$148
Administrative Manager	$95
Administrative Assistant	$47

Mileage Commensurate in accordance with IRS Regulations.

RESOLUTION NO. 2005 – 10

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

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

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

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2005:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 1st day of January, 2005, that the attached fee schedule is hereby established for professional fees:

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

Eddie Campbell Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

Remington, Vernick & Arango Engineers

2005 New Jersey Billing Schedule

FACILITIES ENGINEERING		RATE
Facilities Department Head	$	145
Project Engineer	$	135
Senior Design Engineer	$	125
Design Engineer II	$	120
Design Engineer I	$	98
Engineering Aide	$	70

TRANSPORTATION/BRIDGE		RATE
Transp/Bridge Dept. Head	$	145
Project Engineer	$	135
Senior Design Engineer	$	125
Design Engineer II	$	120
Design Engineer I	$	98
Engineering Aide	$	70

CONSTRUCTION MANAGEMENT & OBSERVATION DEPARTMENT		RATE
Constr. Mgmt. & Obs. Dept. Head	$	125
Construction Management		
Project Manager	$	107
Construction Manager	$	102
Project Scheduler	$	98
Project Coordinator	$	95
Field Manager	$	95
Observation Personnel:		
Observer Supervisor Nicet IV	$	107
Observer Nicet Level II/III	$	103
Contract Administrator	$	98
Observer Nicet Level I	$	98
Observation Aide	$	70

LANDSCAPE ARCHITECTURE & PLANNING DEPARTMENT		RATE
Landscape Arch/Planner Dept. Hd.	$	135
Project Engineer	$	125
Senior Planner	$	120
Planner	$	100
Senior Landscape Architect	$	120
Landscape Architect/Planner	$	100

MUNICIPAL DEPARTMENT		RATE
Municipal Services Department Head	$	145
Project Engineer	$	135
Senior Design Engineer	$	125
Design Engineer II	$	120
Design Engineer I	$	98
Engineering Aide	$	70

SURVEY DEPARTMENT		RATE
Field Personnel:		
Surveyor	$	98
Party Chief	$	90
Transitperson	$	85
Rod Person	$	70
Office Personnel:		
Survey Department Head	$	115
Survey Project Manager	$	100
Survey Designer	$	95

ENVIRONMENTAL DEPARTMENT		RATE
Environmental Department Head	$	145
Environmental Project Manager	$	135
Sr. Project Environmental Engineer	$	125
Geologist, Senior	$	125
Geologist	$	115
Project Environmental Engineer	$	110
Sr. Environmental Engineer	$	105
Environmental Engineer	$	98
Environmental Aide	$	70

DRAFTING DEPARTMENT		RATE
Drafting/Cadd Department Head	$	115
Senior Design Draftsperson	$	98
Cartographer	$	87
Design Draftsperson	$	87
Drafting Aide	$	70

ADMINISTRATIVE		RATE
Principal	$	150
Regional Manager	$	145
Administrative Manager	$	90
Administrative Assistant	$	47

Mileage @ .42 cents per mile	$	0.42

REMINGTON, VERNICK & ARANGO ENGINEERS
DOES NOT CHARGE NIGHT COUNCIL/COMMISSION MEETINGS

Sorry for Pl. Bd.

RESOLUTION NO. 2008 – 32

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO REFERRING AN APPLICATION TO THE PLANNING BOARD FOR THE CONSTRUCTION OF SIGNAGE LOCATED ON ROUTE 130 IN THE REDEVELOPMENT ZONE PURSUANT TO N.J.S.A. 40A:12A-7.

WHEREAS, the Burlington County Times has made application to the Township of Willingboro for the approval of a plan to construct a ten (10) square foot panel to the top of the existing sign at the Burlington County Times Building along Route 130; and

WHEREAS, the Willingboro Township Zoning Board has reviewed and approved the application for a variance to construct a ten (10) square foot panel to the top of the existing sign at the Burlington County Times Building along Route 130; and

WHEREAS, the Township Council has reviewed the approvals of the Zoning Board and the proposal of Burlington County Times; and

WHEREAS, the Township Council hereby refers the Burlington County Times application to the planning board to review and prepare a recommendation to Township Council for the approval of the signage;

WHEREAS, after completing a recommendation, the Planning Board shall transmit the proposed recommendation to the Township Council for adoption, in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2008, that the Township of Willingboro hereby refers the application to the planning board for the construction of a ten (10) square foot panel to the top of the existing sign at the Burlington County Times Building along Route 130 in the redevelopment area, subject to the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to the Burlington County Times for their information and attention.

Attest: By:

Marie Annese, RMC
Township Clerk

Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Michael Armstrong, Esq.

COMPANY:

DATE: 2/14/08

TO FAX NO. # 1

FROM: Marie Annese EXT. 6202 PAGES 2

SUBJECT: Res 2008-32 - Re B.C.I. & Zon. Bd.

FOR YOUR INFORMATION ✓ PLEASE RESPOND

THANK YOU.

TOWNSHIP OF WILLINGBORO

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

February 14, 2008

Patrick McAndrew, Esq.
7A North Main Street
Suite 3
Medford, New Jersey 08055

Re: Burlington County Times
Sign Addition

Dear Mr. McAndrew:

Attached for your information is a certified copy of Resolution No. 2008 – 32 which was adopted by Willingboro Township Council at their meeting of February 13, 2008.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
Cc: M. Armstrong, Esq.
Planning Board Secretary

Denied for Bd Jan '08
pd Counsel

Copy file
JAN 11 2008

PATRICK F. McANDREW
Attorney at Law

'A North Main Street - Suite 3
Medford, New Jersey 08055

Telefax: (609) 953-9580

e-mail: pfxmlanduse@aol.com

January 9, 2008

Marie Annese, Township Clerk
Willingboro Municipal Building
1 Salem Road
Willingboro, New Jersey 08046

Re: Burlington County Times - 10 Square Foot Sign Addition

Dear Ms. Annese:

I represent the Burlington County Times in connection with their recent application to the Zoning Board for a variance to add a 10 square foot panel to the top of their existing sign along Route 130. That application was approved on January 2, 2008 and it is my understanding that we must now be reviewed by the Township Council since the Council acts as the Township redevelopment authority. The site is in a redevelopment zone.

I would respectfully ask to be placed on the **February 6, 2008 agenda, @ 7:00 p.m.**, and I will appear along with a representative from the Burlington County Times to answer any questions and to explain the small 10 square foot addition.

The pertinent facts are as follows:

1. The existing sign and its dimensions are attached as Exhibit A. This pre-existing sign is attractive, well-designed and is extremely well landscaped.

2. At the present time, the Burlington County Times conveys information in different formats; one format is the traditional print media and the more recent innovation is the format of a website. The 10 square foot proposed panel for the top of the existing sign will only identify the proposed website. A separate panel was proposed because it would not change or subtract from the dominant existing *"Burlington County Times"*. sign which is attractive and aesthetically pleasing. It also provides operational flexibility since if the name of the website changes, then the 10 square panel can be easily changed or replaced as well.

3. The proposed sign is shown on Exhibit B.

4. When the Zoning Board recently approved this proposed sign, it did so with a number of conditions. The sign panel is limited to only the website address and cannot contain any other information now or in the future. The panel also will have to be framed and utilize a color scheme similar to the main existing sign. The applicant was agreeable to these conditions. Although the redevelopment zone is limited to monument signs at the present time, I believe that the Zoning Board also felt that the present sign was akin a monument sign, even if it did not meet the full definition of a monument sign, and that it met the ordinance's intent of requiring signage which was low-lying, attractive and aesthetically pleasing.

I am providing five extra copies of this letter and attachments for distribution to the Council members. If you need anything further prior to our requested agenda date of February 6, 2008 please let me know and we will be glad to follow up. Thank you for your help in processing this request for the Council's agenda.

Sincerely,

PATRICK F. McANDREW

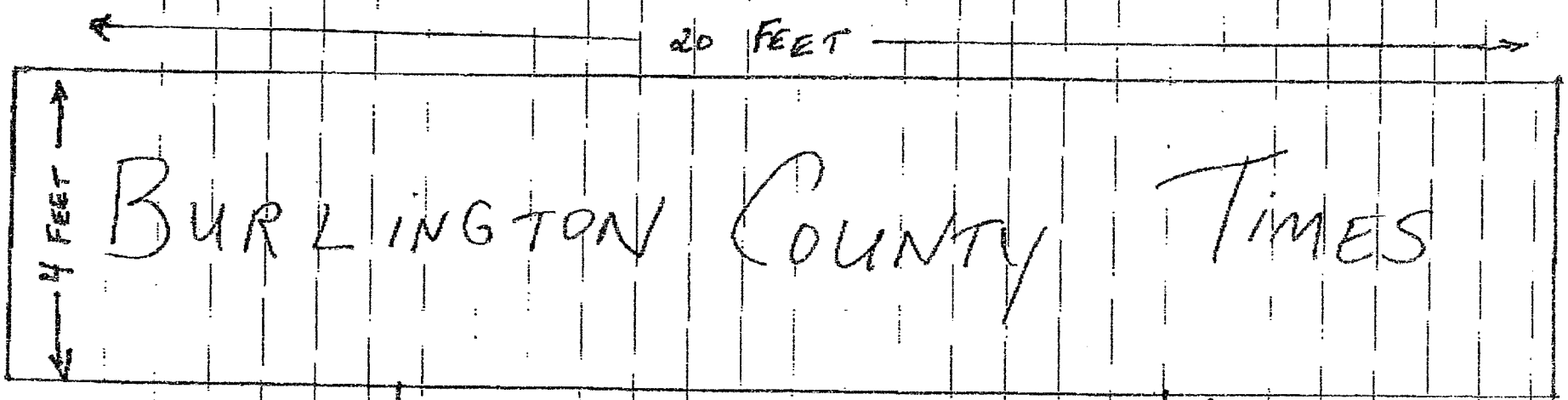
PFM:pah
Enclosures

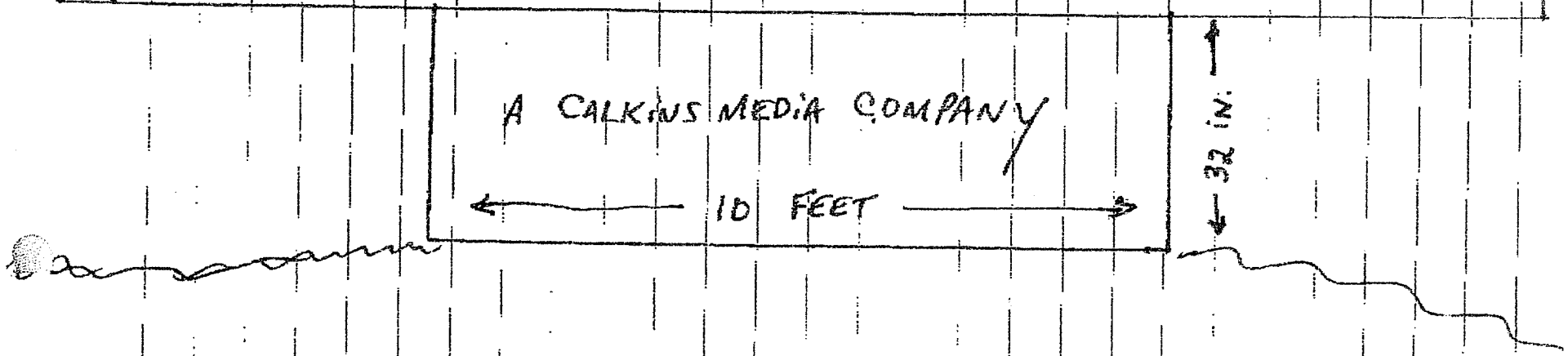
cc: Matthew Wieliczko, Esquire
Ken Long, Comptroller
Sarah Wooding, Secretary

EXHIBIT A

EXISTING SIGN

Burlington County Times
A GANNETT MEDIA COMPANY





BASE OF SIGN = 32" x 120"

SIGN = 4' x 20'

TOTAL HEIGHT OFF GROUND = 80"

EXHIBIT B

PROPOSED 10 S.F. ADDITION TO TOP OF SIGN

phillyBurbs.com/bct

Burlington County Times

A Gannett Media Company

phillyBurbs.com/bct

1/8" EXTRUDED ALUMINUM CABINET 12" X 120"
WHITE CABINET 3/16" PLASTIC FACE AND VINYL LETTERING
INTERNALLY ILLUMINATED WITH HIGH OUTPUT LAMPS
BOLTED TO TOP OF EXISTING SIGN CABINET w/ UL LABEL
ELECTRIC CONNECTED TO EXISTING SIGN CONNECTION
TOTAL 10 SQ. FEET BLACK LETTERING,RED DOT& RED bct