

RESOLUTIONS

2011

153 THROUGH 179

Resolution No. 2011-153
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AWARDING A BID FOR
CHARLES VAN SCIVER PARKWAY ROAD IMPROVEMENTS

WHEREAS, on July 18, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the Charles Van Sciver Parkway Road Improvements; and

WHEREAS, one bid was received, opened and read in public on Tuesday, August 9, 2011; and

WHEREAS, Asphalt Paving Systems, Inc., P.O. Box 530 Hammonton, New Jersey submitted the only bid received.

WHEREAS, the Township's Engineer reviewed Asphalt Paving Systems, Inc.'s Base bid in the amount of \$521,992.55 (for required items 1 – 31) and Asphalt Paving Systems, Inc.'s Additional Alternate Bid No. 1 in the amount of \$144,417.10 (for items 1A – 31A); and

WHEREAS, the Township's Engineer determined that Asphalt Paving System, Inc.'s bid met the all qualifications required by the bid specifications for both the Base Bid for items 1-31 and the Alternate Bid No. 1; and

WHEREAS, Local Public Contracts Law, N.J.S.A. 40:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and

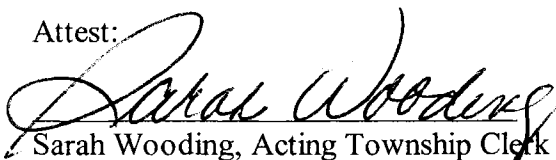
WHEREAS, Asphalt Paving System Inc. submitted the lowest responsible bid; and

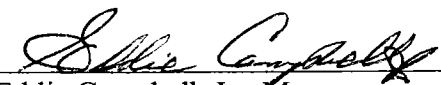
WHEREAS, the Township Council has upon its consideration and review determined that Asphalt Paving System, Inc. is the responsible lowest bidder, and therefore, it is in the best interest of the Township to accept the bid of Asphalt Paving Systems, Inc., P.O. Box 530 Hammonton, New Jersey, for the Base Bid improvements and the Alternate Bid No. 1 improvements in the total amount of \$666,409.55.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August 2011, hereby accepts the bid of Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037 for the Charles Van Sciver Parkway Road improvements; and that the bid be spread upon the minutes of this meeting.

Attest:


Sarah Wooding, Acting Township Clerk


Eddie Campbell, Jr., Mayor

Certification of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

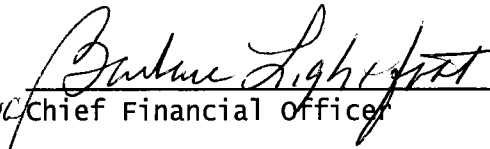
Resolution Date: 08/25/11
Resolution Number: 2011-153

Vendor: ASPHALT ASPHALT PAVING SYSTEMS INC
PO BOX 530
HAMMONTON, NJ

Contract: C1-00007 ASPHALT PAVING VANSICIVER PKWY

Account Number	Amount	Department Description
C-04-55-909-000-010	521,992.55	2009 CAPITAL BUDGET
Total	521,992.55	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


ACTING Chief Financial Officer

RESOLUTION NO. 2011-154

A RESOLUTION AUTHORIZING MAYOR AND CLERK TO SIGN A LABOR AGREEMENT WITH WILLINGBORO TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION

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

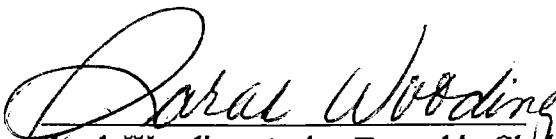
WHEREAS, it is proper to formally authorize the execution of the Agreement that has been ratified by the Willingboro Township Public Works Employees Association.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August, 2011, that:

1. The attached Collective Negotiation Agreement is approved for the effective dates from January 1, 2010 through December 31, 2012, and for the succeeding twelve month period, unless either party notifies the other 90 days before the expiration of this agreement of its desire to negotiate a new contract.
2. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township.
3. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

This Agreement is made and entered into on this 23rd August, 2011, 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 2012, 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 desires, utilize the services of outside consultants and may call upon professional and lay representatives

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 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 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 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 seq. 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 time for meals and breaks during the emergency event.

M. All Sunday and Holiday work, if required, shall be paid at 1 1/2 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. Minimum base starting salaries commencing January 1, 2010 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

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

January 1, 2010	3%
July 1, 2012	3%

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, twelve(12) vacation days and three(3) personal days per year.

C. Beginning with the eighth year of employment through and including the twelfth year of employment fifteen (15) vacation days and three (3) personal days per year.

D. Beginning with the thirteenth year of employment, twenty (20) vacation days and three (3) personal 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 (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st (120 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 month period, 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 workday 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 utilized less than four (4) days or its hourly equivalent of sick leave 2010 shall receive at the option of the employee, either a cash payment of \$750.00 or four personal days or its hourly equivalent.

Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in 2011 and thereafter any year thereafter of this Agreement, shall receive five (5) personal days or its hourly equivalent. The use of three of the five days 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 member 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 fifteen thousand dollars (\$15,000). 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 his regular salary 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. The supplemental pay will stop upon termination of employment.

Article XXV: Insurance

A. Group Health Insurance

1) 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.

2) 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.

3) As of January 1, 2011, the members are required to pay for the cost of their health insurance in accordance with the NJ State Statues.

B. Group Dental Insurance

1) 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.

2) The Township shall pay the full cost to provide dental insurance coverage, including family coverage.

3) As of January 1, 2011, the members are required to pay for the cost of their dental insurance in accordance with the NJ State Statues.

A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes medicare eligible before the member the member must defer to single coverage.

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, 2010 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 February 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 Five Thousand dollars or fifty [50%] percent of the premium waived (whichever is less). Effective January 1, 2011 the payment shall not exceed Five Thousand dollars or twenty five (25%) 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. Effective January 1, 2012 the waiver will be in accordance with NJ Chapter 78 Pension and Health Benefits Reform. 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

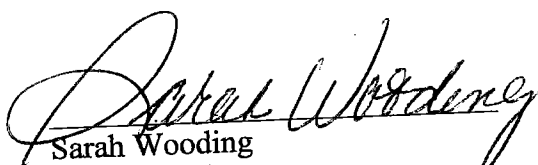
It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation during off-duty and non-working hours, in educational 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, 2010 through December 31, 2012, 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.

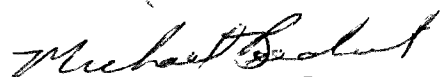
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

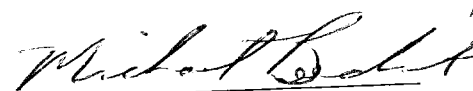
ATTEST:
TOWNSHIP OF WILLINGBORO


Sarah Wooding
Township Clerk


Eddie Campbell, Jr.
Mayor

ATTEST:
WILLINGBORO TOWNSHIP .PUBLIC
WORKS EMPLOYEES ASSOCIATION.


Witness
Association President


Michael Benedict

8-30-11

* * * Communication Result Report (Aug. 31. 2011 2:39PM) * * *
1)
2)

Date/Time: Aug. 31. 2011 2:33PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
2782 Memory TX	8718179	P. 3	OK	

Reason for error

E. 1) Hang up or line fail	E. 2) Busy
E. 3) No answer	E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size	

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Carol

COMPANY: BT

DATE: 8/31/11

TO FAX NO. 871-8179

FROM: Carol EXT. 1088 PAGES 3

SUBJECT: 1st - Thanks for the Mayor's Forum abt - now it today!! - (Pls. do this one - RI-01583)

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

* * * Communication Result Report (Aug. 24. 2011 4:11PM) * * *

1}

Date/Time: Aug. 24. 2011 4:07PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
2658	Memory TX	8710490	P. 21	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Rose
 COMPANY: BCT
 DATE: 8/24/2011
 TO FAX NO. 871-0490

FROM: Jared EXT. 1038 PAGES 22

SUBJECT: As per your request
P.W. Empl. Contract
copy

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

RESOLUTION NO. 2011-154

A RESOLUTION AUTHORIZING MAYOR AND CLERK TO SIGN A LABOR AGREEMENT WITH WILLINGBORO TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION

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

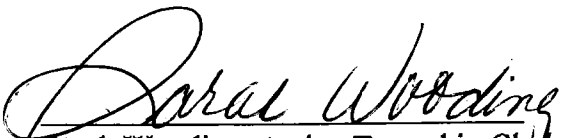
WHEREAS, it is proper to formally authorize the execution of the Agreement that has been ratified by the Willingboro Township Public Works Employees Association.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August, 2011, that:

1. The attached Collective Negotiation Agreement is approved for the effective dates from January 1, 2010 through December 31, 2012, and for the succeeding twelve month period, unless either party notifies the other 90 days before the expiration of this agreement of its desire to negotiate a new contract.
2. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township.
3. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

This Agreement is made and entered into on this 23rd August, 2011, 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 2012, 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 desires, utilize the services of outside consultants and may call upon professional and lay representatives

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 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 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 seq. 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 time for meals and breaks during the emergency event.

M. All Sunday and Holiday work, if required, shall be paid at 1 1/2 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. Minimum base starting salaries commencing January 1, 2010 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

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

January 1, 2010	3%
July 1, 2012	3%

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, twelve(12) vacation days and three(3) personal days per year.

C. Beginning with the eighth year of employment through and including the twelfth year of employment fifteen (15) vacation days and three (3) personal days per year.

D. Beginning with the thirteenth year of employment, twenty (20) vacation days and three (3) personal 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 (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st (120 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 month period, 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 workday 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 utilized less than four (4) days or its hourly equivalent of sick leave 2010 shall receive at the option of the employee, either a cash payment of \$750.00 or four personal days or its hourly equivalent.

Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in 2011 and thereafter any year thereafter of this Agreement, shall receive five (5) personal days or its hourly equivalent. The use of three of the five days 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 member 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 fifteen thousand dollars (\$15,000). 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 his regular salary 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. The supplemental pay will stop upon termination of employment.

Article XXV: Insurance

A. Group Health Insurance

1) 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.

2) 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.

3) As of January 1, 2011, the members are required to pay for the cost of their health insurance in accordance with the NJ State Statues.

B. Group Dental Insurance

1) 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.

2) The Township shall pay the full cost to provide dental insurance coverage, including family coverage.

3) As of January 1, 2011, the members are required to pay for the cost of their dental insurance in accordance with the NJ State Statues.

A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes medicare eligible before the member the member must defer to single coverage.

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, 2010 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 February 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 Five Thousand dollars or fifty [50%] percent of the premium waived (whichever is less). Effective January 1, 2011 the payment shall not exceed Five Thousand dollars or twenty five (25%) 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. Effective January 1, 2012 the waiver will be in accordance with NJ Chapter 78 Pension and Health Benefits Reform. 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

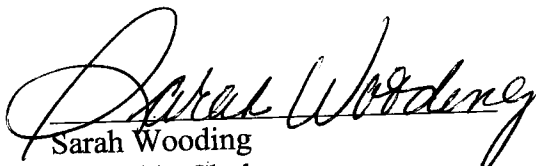
It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation during off-duty and non-working hours, in educational 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, 2010 through December 31, 2012, 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.

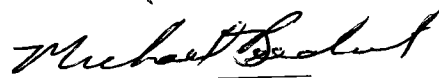
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

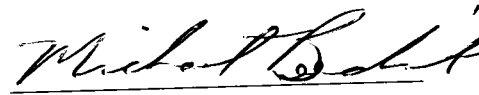
ATTEST:
TOWNSHIP OF WILLINGBORO


Sarah Wooding
Township Clerk


Eddie Campbell, Jr.
Mayor

ATTEST:
WILLINGBORO TOWNSHIP .PUBLIC
WORKS EMPLOYEES ASSOCIATION.


Witness
Association President


Michael Benedict

8-30-11

RESOLUTION 2011----155

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO SEEKING TO “FILE” THE TOWNSHIP’S HOUSING ELEMENT AND FAIR SHARE PLAN WITH COAH AND SEEKING COURT APPROVAL OF THE PRIOR ROUND AND REHABILITATION COMPONENTS OF SAME VIA THE FILING OF A DECLARATORY JUDGMENT ACTION WITH THE COURT

WHEREAS, the Planning Board of the Township of Willingboro, County of Burlington, State of New Jersey, adopted a “Housing Element and Fair Share Plan” of the Master Plan on December 23, 2008 (hereinafter “Affordable Housing Plan”); and

WHEREAS, the Township’s Council endorsed the Affordable Housing Plan on December 23, 2008; and

WHEREAS, the Township submitted the Affordable Housing Plan to the Court for approval in December of 2008; and

WHEREAS, the Township submitted the Affordable Housing Plan to the Council on Affordable Housing (“COAH”) in December of 2008 as a courtesy, but never officially “filed” the Plan with COAH; and

WHEREAS, before approving the Township’s Affordable Housing Plan, through a clerical error, the Court prematurely terminated Atlantic Delta Corp. At Montgomery, Inc., A New Jersey Corporation Trading As Weiss Properties v. Township Of Willingboro And The Planning Board Of The Township Of Willingboro (Docket Number BUR-L-001593-05), the builder’s remedy lawsuit instituted by Atlantic Delta Corporation on June 3, 2005; and

WHEREAS, via a decision issued on October 8, 2010, the Appellate Division invalidated certain parts of COAH’s current regulations, including the “growth share” methodology; and

WHEREAS, as a result of the rulings of the Appellate Division and the Supreme Court’s certification of a number of issues raised by challenges to the Appellate Division’s decision, it is not possible to determine a municipality’s round three responsibilities and is only possible to determine a municipality’s rehab and prior cycle responsibilities; and

WHEREAS, as a result of the foregoing, the Township now seeks approval of the prior round and rehabilitation components of its Affordable Housing Plan, and will address its third round affordable housing obligations after COAH or the Commissioner of the Department of Community Affairs adopts new regulations and assigns the Township a new third round number; and

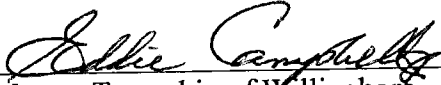
WHEREAS, to obtain such approval, the Township intends to file a Declaratory Judgment Complaint to enable the Court to approve the prior round and rehabilitation components of the Township's Affordable Housing Plan; and

WHEREAS, in order to pursue a declaratory relief action in accordance with N.J.S.A. 52:27D-313, the Township must first file its Affordable Housing Plan with COAH before bringing a declaratory relief action in Court; and

WHEREAS, accordingly, the Township wishes to officially "file" the Affordable Housing Plan with COAH and to thereafter bring a declaratory relief action in Court.

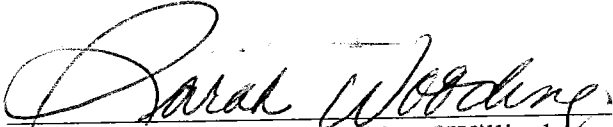
NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO:

1. The Township hereby directs its professionals to "file" its Affordable Housing Plan with COAH, along with such other documentation as required by COAH regulations in conjunction with such a filing.
2. The Township directs its professionals to file a declaratory relief action in Court after the aforementioned filing of its Affordable Housing Plan with COAH.
3. The Township directs its professionals to seek approval from the Court of those components of its Affordable Housing Plan they deem appropriate to satisfy the Township's obligations with respect to the rehab and prior cycle components of the Township's fair share.
4. The Township authorizes its professionals to commit the Township to addressing its round three responsibilities at such time as those responsibilities are defined.
5. The Township authorizes its professionals to provide appropriate notice and otherwise take those procedural steps necessary to pursue the aforementioned approvals.



Mayor, Township of Willingboro

I, SARAH WOODING Township Clerk of the Township of Willingboro, do hereby certify that the above is a true copy of a resolution adopted by the Township Council at a meeting held on August 23, 2011.



Township Clerk, Township of Willingboro

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiffs, the Township of Willingboro and
the Planning Board of the Township of Willingboro

**In the Matter of the Application of the
Township of Willingboro**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.:

CIVIL ACTION – *MOUNT LAUREL*

**DECLARATORY COMPLAINT
SEEKING (A) APPROVAL OF THE
TOWNSHIP'S REHABILITATION AND
PRIOR ROUND COMPONENTS OF ITS
CURRENT AFFORDABLE HOUSING
PLAN AND (B) APPROVAL OF ITS
FUTURE THIRD ROUND AFFORDABLE
HOUSING PLAN**

Declaratory Plaintiffs, Township of Willingboro and the Planning Board of the Township of Willingboro (hereinafter the "Township" or "Willingboro"), a municipal corporation of the State of New Jersey, County of Burlington, with principal offices located at 1 Salem Road, Willingboro, New Jersey, alleges and says:

1. Willingboro is a municipal corporation of the State of New Jersey.
2. Willingboro is an affordable community that houses a substantial percentage of low and moderate income households.
3. Indeed, in 2010, 43 percent of its schoolchildren receive free or reduced cost lunch under the Federal School Lunch program.

4. In addition, Willingboro has always opened its doors to the region's racial minorities, battered women, and the homeless.

5. Moreover, the Township is in dire financial shape.

6. Despite all of this, under Council On Affordable Housing ("COAH") regulations, Willingboro still has an affordable housing obligation.

7. Under COAH's 2004 Third Round Regulations, the Township had a rehabilitation obligation of 4 units, a prior round obligation of 279 units and a third round obligation of 53 units.

8. On June 3, 2005, before Willingboro was able to voluntarily comply with its affordable housing obligation, Atlantic Delta Corporation ("ADC") filed a builder's remedy Complaint against the Township.

9. The Township and ADC eventually settled with the help of the Court appointed Master, Elizabeth Calhoun McKenzie, P.P., A.I.C.P. (hereinafter the "Court Master").

10. Pursuant to the settlement, ADC agreed upon a 450 unit family rental project, of which 70 units would be deed restricted to low and moderate income households.

11. On June 18, 2008, the Court entered an order approving the settlement following a Fairness Hearing held on March 6, 2008.

12. In the June 18, 2008 Order, the Court gave the Township Temporary Immunity while the Court Master and the Court reviewed and approved a Third Round Housing Element and Fair Share Plan to be prepared by the Township:

This Order will also serve as a Temporary Immunity Order, insulating the Township and its Board from further Mount Laurel lawsuits until the Township and its Board have an opportunity to prepare and adopt a Third Round Housing Element and Fair Share Plan, and the Court has had an opportunity to review said plan and enter a Judgment of Compliance and Repose.

See June 18, 2008 Order at Paragraph 13.

This order remains in full force and effect.

13. In September of 2008, COAH adopted new third round regulations and assigned the Township a new rehabilitation obligation of 53 units, a new prior round obligation of 268 units and a new third round obligation of 229 units.

14. Under a December 31, 2008 deadline set by COAH, the Township submitted a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”) to the Court after the Willingboro Township Planning Board adopted the plan and after the Township endorsed it.

15. The Affordable Housing Plan included a claim for a vacant land adjustment that reduced the 268-unit prior cycle obligation COAH had assigned down to 74-units.

16. On October 8, 2010, before the Court could approve the Township’s Affordable Housing Plan, the Appellate Division issued In re Adoption of 5:96 and 5:97 By the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010), certif. granted 205 N.J. 317 (2011).

17. This decision invalidated large portions of COAH’s regulations, including the regulations that assigned round three obligations to municipalities based upon a “Growth Share” approach.

18. The Appellate Division also ordered COAH to adopt revised regulations within five months. Because of the facts set forth below, no new regulations have been adopted, although more than five months have passed.

19. The decision left the affordable housing world in chaos, as it rendered it impossible to ascertain a municipality’s third round obligation.

20. Dissatisfied with the Appellate Division decision, the League of Municipalities, various individual municipalities, and other non-municipal parties petitioned the Supreme Court for certification to review various portions of the Appellate Division’s decision.

21. When it became apparent that COAH would not meet the five-month deadline established by the Appellate Division to adopt new regulations, Fair Share Housing Center (“FSHC”) brought a motion to force COAH to expedite the adoption of curative regulations.

22. In January of 2011, the Appellate Division granted FSHC’s motion in part and ordered COAH to submit bi-weekly reports on its progress in formulating and adopting curative regulations.

23. This order was short lived, however, as almost immediately thereafter, the Supreme Court issued a stay of the Appellate Division’s requirement that COAH adopt curative regulations within five months of its October 8, 2010 decision.

24. On March 31, 2011, the Supreme Court issued orders certifying each of the five pending petitions and cross petitions. Specifically, the Court certified petitions filed by (1) the League, (2) a consortium of eleven North Jersey municipalities, (3) the Township of Middletown (Monmouth County), (4) the Borough of Atlantic Highlands (Monmouth County) and (5) Fair Share Housing Center. The Supreme Court has yet to issue a decision on any of these petitions.

25. Also, on January 10, 2011, the Legislature adopted the S-1/A-3447 Bill, which would have radically altered current affordable housing laws had Governor Christie not vetoed the Bill shortly thereafter.

26. In addition, on June 29, 2011, the Governor issued a “Reorganization Plan” which proposes to abolish COAH by the end of August of 2011 and transfer all of COAH’s functions to the Commissioner of the New Jersey Department of Community Affairs (“DCA”).

27. In July of 2011, the Court Master contacted the Township’s attorneys and indicated that even though there is currently no way to determine what the Township’s Third Round obligation is, it is still important to push forward with approval of the Rehabilitation and Prior Round components of the Township’s Affordable Housing Plan.

28. While attempting to set up a Case Management Conference, the Court Master found out from the Court that through a clerical error, the Atlantic Delta Builder's Remedy lawsuit had been prematurely "closed out" and there was no longer a docket number under which the Township's Rehabilitation and Prior Round components of its Affordable Housing Plan could be approved.

29. The Court Master therefore recommended that the Township file a Declaratory Judgment action to allow the Court to move forward towards a Prior Round Compliance Hearing, and also recommended that in the Declaratory Complaint, the Township promise that it would also meet its third round obligation, once a new third round number was assigned.

30. The Township agrees with the Court Master that the best course of action at this time is to move forward towards getting the Rehabilitation and Prior Round components of its Affordable Housing Plan approved via a prior round Judgment of Compliance and Repose.

31. The Affordable Housing Plan includes various programs and projects that fully satisfy the rehab and prior cycle components of its fair share.

32. The Township also agrees with the Court Master that as soon as a Third Round affordable housing obligation is assigned to Willingboro, the Township will draft, adopt, endorse and submit to the Court Master and the Court for review and approval, a revised Affordable Housing Plan that addresses the Township's new third round obligation in addition to its rehab and prior cycle obligations (hereinafter "Third Round Affordable Housing Plan").

WHEREFORE, Plaintiffs demand that the Court enter an Order:

1. Entering a Judgment of Compliance and Repose approving those components of the Township's Affordable Housing Plan that the Township designates to satisfy the Rehabilitation and Prior Round components of the Township's fair share obligation.

2. Within a reasonable period of time following the establishment of third round

obligations, directing the Township and its Planning Board to adopt/endorse a revised Affordable Housing Plan and file it with the Court for approval that addresses not only the rehab and prior cycle components of the Township's fair share but also the third round component.

3. Entering a Third Round Judgment of Compliance and Repose upon review and approval of the Township's revised Affordable Housing Plan.

4. Maintaining the temporary immunity that presently exists and that insulates the Township and Planning Board against any Mount Laurel litigation while the Township seeks a Prior Round Judgment of Compliance and Repose now and while the Township seeks approval of a revised Affordable Housing Plan later.

Jeffrey R. Surenian and Associates, LLC
Attorneys for Plaintiffs, Township of Willingboro and
the Planning Board of the Township of Willingboro

By _____
Jeffrey R. Surenian

Dated: August **INSERT**, 2011

CERTIFICATION

I hereby certify that the within matter is not the subject of any other action pending in any other Court or arbitration process of which the undersigned is aware.

I further certify that no other action or arbitration process is contemplated by the Township at this time.

I further certify that it is not contemplated that any other party should be joined in this action at this time.

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

JEFFREY R. SURENIAN AND ASSOCIATES, LLC
Attorneys for Plaintiffs, Township of Willingboro and
the Planning Board of the Township of Willingboro

By _____
Jeffrey R. Surenian

Dated: August INSERT, 2011

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiffs, the Township of Willingboro and
the Planning Board of the Township of Willingboro

**In the Matter of the Application of the
Township of Willingboro**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.:

CIVIL ACTION – *MOUNT LAUREL*

**DECLARATORY COMPLAINT
SEEKING (A) APPROVAL OF THE
TOWNSHIP'S REHABILITATION AND
PRIOR ROUND COMPONENTS OF ITS
CURRENT AFFORDABLE HOUSING
PLAN AND (B) APPROVAL OF ITS
FUTURE THIRD ROUND AFFORDABLE
HOUSING PLAN**

Declaratory Plaintiffs, Township of Willingboro and the Planning Board of the Township of Willingboro (hereinafter the "Township" or "Willingboro"), a municipal corporation of the State of New Jersey, County of Burlington, with principal offices located at 1 Salem Road, Willingboro, New Jersey, alleges and says:

1. Willingboro is a municipal corporation of the State of New Jersey.
2. Willingboro is an affordable community that houses a substantial percentage of low and moderate income households.
3. Indeed, in 2010, 43 percent of its schoolchildren receive free or reduced cost lunch under the Federal School Lunch program.

4. In addition, Willingboro has always opened its doors to the region's racial minorities, battered women, and the homeless.

5. Moreover, the Township is in dire financial shape.

6. Despite all of this, under Council On Affordable Housing ("COAH") regulations, Willingboro still has an affordable housing obligation.

7. Under COAH's 2004 Third Round Regulations, the Township had a rehabilitation obligation of 4 units, a prior round obligation of 279 units and a third round obligation of 53 units.

8. On June 3, 2005, before Willingboro was able to voluntarily comply with its affordable housing obligation, Atlantic Delta Corporation ("ADC") filed a builder's remedy Complaint against the Township.

9. The Township and ADC eventually settled with the help of the Court appointed Master, Elizabeth Calhoun McKenzie, P.P., A.I.C.P. (hereinafter the "Court Master").

10. Pursuant to the settlement, ADC agreed upon a 450 unit family rental project, of which 70 units would be deed restricted to low and moderate income households.

11. On June 18, 2008, the Court entered an order approving the settlement following a Fairness Hearing held on March 6, 2008.

12. In the June 18, 2008 Order, the Court gave the Township Temporary Immunity while the Court Master and the Court reviewed and approved a Third Round Housing Element and Fair Share Plan to be prepared by the Township:

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23. This order was short lived, however, as almost immediately thereafter, the Supreme Court issued a stay of the Appellate Division’s requirement that COAH adopt curative regulations within five months of its October 8, 2010 decision.

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WHEREFORE, Plaintiffs demand that the Court enter an Order:

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Jeffrey R. Surenian and Associates, LLC
Attorneys for Plaintiffs, Township of Willingboro and
the Planning Board of the Township of Willingboro

By _____
Jeffrey R. Surenian

Dated: August INSERT, 2011

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I hereby certify that the within matter is not the subject of any other action pending in any other Court or arbitration process of which the undersigned is aware.

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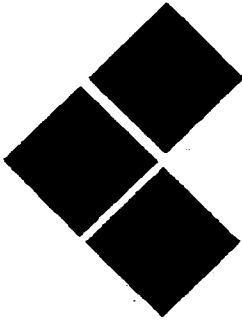
I further certify that it is not contemplated that any other party should be joined in this action at this time.

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

JEFFREY R. SURENIAN AND ASSOCIATES, LLC
Attorneys for Plaintiffs, Township of Willingboro and
the Planning Board of the Township of Willingboro

By _____
Jeffrey R. Surenian

Dated: August INSERT, 2011



LABOR RELATIONS ASSOCIATES

A PROFESSIONAL LABOR CORPORATION
813 RIVERVIEW DRIVE • BRIELLE, NJ 08730
PHONE: (732) 526-6229
FAX: (732) 528-1779

OFFICES IN:
HOPEWELL, NJ
STIRLING, NJ
BRIELLE, NJ

REPLY:

BRIELLE, NJ

August 17, 2011

813 Riverview Dr.

Brielle, N.J. 08730

Ms JoAnn Digs

Willingboro Twp. Administrator

Willingboro, N.J

Re: Willingboro Twp. Public Workers Ratification

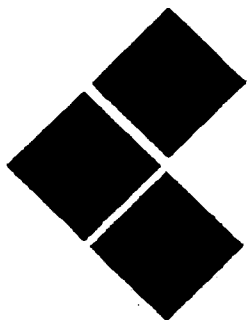
Dear Miss Diggs

Please be advised and accept this correspondence as official notification that the Willingboro Twp. Workers Association has ratified their three year agreement with the Township. Please advise the Township Committee of this action.

Very truly yours

Ronald R. Villano

*Copy in to Jack
Rosal 155:201*



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August 17, 2011

813 Riverview Dr.

Brielle, N.J. 08730

Ms JoAnn Digs

Willingboro Twp. Administrator

Willingboro, N.J

Re: Willingboro Twp. Public Workers Ratification

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Very truly yours

Ronald R. Villano

Handwritten note:
JoAnn Digs
Road 155-101

* * * Communication Result Report (Aug. 24. 2011 4:02PM) * * *

1)
2)

Date/Time: Aug. 24. 2011 3:59PM

File No. Mode	Destination	Pg (s)	Result	Page Not Sent
2657 Memory TX	8777755	P. 9	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

RESOLUTION 2011—155

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO SEEKING TO "FILE" THE TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN WITH COAH AND SEEKING COURT APPROVAL OF THE PRIOR ROUND AND REHABILITATION COMPONENTS OF SAME VIA THE FILING OF A DECLARATORY JUDGMENT ACTION WITH THE COURT

WHEREAS, the Planning Board of the Township of Willingboro, County of Burlington, State of New Jersey, adopted a "Housing Element and Fair Share Plan" of the Master Plan on December 23, 2008 (hereinafter "Affordable Housing Plan"); and

WHEREAS, the Township's Council endorsed the Affordable Housing Plan on December 23, 2008; and

WHEREAS, the Township submitted the Affordable Housing Plan to the Court for approval in December of 2008; and

WHEREAS, the Township submitted the Affordable Housing Plan to the Council on Affordable Housing ("COAH") in December of 2008 as a courtesy, but never officially "filed" the Plan with COAH; and

WHEREAS, before approving the Township's Affordable Housing Plan, through a clerical error, the Court prematurely terminated Atlantic Delta Corp. At Montgomery, Inc. A New Jersey Corporation Trading As Weiss Properties v. Township Of Willingboro And The Planning Board Of The Township Of Willingboro (Docket Number BUR-L-001593-05), the builder's remedy lawsuit instituted by Atlantic Delta Corporation on June 3, 2005; and

WHEREAS, via a decision issued on October 8, 2010, the Appellate Division invalidated certain parts of COAH's current regulations, including the "growth share" methodology; and

WHEREAS, as a result of the rulings of the Appellate Division and the Supreme Court's certification of a number of issues raised by challenges to the Appellate Division's decision, it is not possible to determine a municipality's round three responsibilities and is only possible to determine a municipality's rehab and prior cycle responsibilities; and

WHEREAS, as a result of the foregoing, the Township now seeks approval of the prior round and rehabilitation components of its Affordable Housing Plan, and will address its third round affordable housing obligations after COAH or the Commissioner of the Department of Community Affairs adopts new regulations and assigns the Township a new third round number; and

Sent to Christal

stay in Christal copy to sent copy to Justice office



TOWNSHIP OF WILLINGBORO

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



September 12, 2011

Jeffrey Surenian & Assoc. LLC
Rivers Edge Professional Bldg.
2052 Route 35, Suite 201
Wall, NJ 07719

Re: Resolution #2011-155

Dear Mr. Surenian:

Enclosed is a copy of Resolution 2011-155 adopted by Willingboro Township Council at their meeting of August 23, 2011 for Housing Element and Fair Share Plan with COAH.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

RESOLUTION 2011—156
CHAPTER 159—RESOLUTION FOR
CLICK IT OR TICKET 2011 MOBILIZATION GRANT


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

SECTION 1

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 23rd day of August, 2011, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budge of the year 2011;

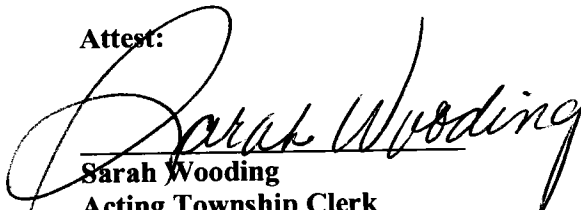
The sum of \$4,000 Click It or Ticket 2011 Mobilization Program which item is now available as a reimbursement received from the State of New Jersey.

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



Eddie Campbell, Jr.
Mayor

Attest:



Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon				✓
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

~~WORK FOR HOMELESS MOBILIZATION~~
 NATIONAL HIGHWAY TRAFFIC SAFETY (NHTSA) SECTION 405
 OCCUPANT PROTECTION

CFDA # 20.602

5/23/11-6/5/11

(REVISED 5/20/11) FINAL LIST

Date	Name of County	Project Number	Grantee	Project Total
5/2/11	ATLANTIC	OP11-45-01-67	ATLANTIC COUNTY SHERIFF'S OFFICE	\$ 4,000.00
5/2/11	ATLANTIC	OP11-45-01-76	BUENA BORO PD	\$ 4,000.00
5/2/11	ATLANTIC	OP11-45-01-74	LINWOOD PD	\$ 4,000.00
5/2/11	ATLANTIC	OP11-45-01-65	NORTHFIELD PD	\$ 4,000.00
4/6/11	ATLANTIC	OP11-45-01-16	SOMERS POINT PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-41	CLIFFSIDE PARK PD	\$ 4,000.00
4/28/11	BERGEN	OP11-45-01-60	EAST RUTHERFORD PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-44	ELMWOOD PARK PD	\$ 4,000.00
5/3/11	BERGEN	OP11-45-01-87	FAIRVIEW PD	\$ 4,000.00
5/3/11	BERGEN	OP11-45-01-88	FRANKLIN LAKES PD	\$ 4,000.00
5/3/11	BERGEN	OP11-45-01-101	GLEN ROCK PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-36	LODI PD	\$ 4,000.00
5/4/11	BERGEN	OP11-45-01-113	MONTVALE PD	\$ 4,000.00
5/4/11	BERGEN	OP11-45-01-132	NORTHVALE PD	\$ 4,000.00
4/11/11	BERGEN	OP11-45-01-50	PARAMUS PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-34	RIDGEFIELD PARK PD	\$ 4,000.00
5/3/11	BERGEN	OP11-45-01-95	RUTHERFORD PD	\$ 4,000.00
5/4/11	BERGEN	OP11-45-01-115	SADDLE RIVER PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-33	SOUTH HACKENSACK PD	\$ 4,000.00
4/7/11	BERGEN	OP11-45-01-45	TEANECK TWP PD	\$ 4,000.00
5/4/11	BERGEN	OP11-45-01-120	TENAFLY PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-10	BURLINGTON CITY PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-25	BURLINGTON COUNTY BRIDGE COMMISSION	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-03	CINNAMINSON TWP PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-17	EVESHAM PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-28	LUMBERTON TWP PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-15	MEDFORD TWP PD (BURLINGTON)	\$ 4,000.00
5/3/11	BURLINGTON	OP11-45-01-82	MOUNT HOLLY TWP PD	\$ 4,000.00
5/2/11	BURLINGTON	OP11-45-01-66	MT LAUREL PD	\$ 4,000.00
5/3/11	BURLINGTON	OP11-45-01-79	NEW HANOVER TWP PD	\$ 4,000.00
4/6/11	BURLINGTON	OP11-45-01-26	PALMYRA PD	\$ 4,000.00
5/3/11	BURLINGTON	OP11-45-01-84	WESTAMPTON TWP PD	\$ 4,000.00
5/2/11	BURLINGTON	OP11-45-01-11	WILMINGTON PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-05	BELLMAWR PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-06	BERLIN TWP PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-08	CHERRY HILL PD	\$ 4,000.00
5/3/11	CAMDEN	OP11-45-01-85	COLLINGSWOOD PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-20	GLOUCESTER CITY PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-29	HADDON HEIGHTS PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-19	MERCHANTVILLE PD	\$ 4,000.00
4/6/11	CAMDEN	OP11-45-01-21	PENNSAUKEN PD	\$ 4,000.00
5/3/11	CAMDEN	OP11-45-01-83	VOORHEES TWP PD	\$ 4,000.00
5/2/11	CAMDEN	OP11-45-01-73	WINSLOW TWP PD	\$ 4,000.00
4/6/11	CAPE MAY	OP11-45-01-22	CAPE MAY COUNTY SHERIFF'S OFFICE	\$ 4,000.00
4/6/11	CAPE MAY	OP11-45-01-13	LOWER TWP PD	\$ 4,000.00
4/6/11	CUMBERLAND	OP11-45-01-14	MILLVILLE CITY PD	\$ 4,000.00
5/3/11	CUMBERLAND	OP11-45-01-81	VINELAND PD	\$ 4,000.00
4/19/11	ESSEX	OP11-45-01-55	ESSEX COUNTY SHERIFF PD	\$ 4,000.00
5/4/11	ESSEX	OP11-45-01-121	FAIRFIELD TWP PD	\$ 4,000.00
4/19/11	ESSEX	OP11-45-01-53	LIVINGSTON PD	\$ 4,000.00
5/3/11	ESSEX	OP11-45-01-91	MILLBURN PD	\$ 4,000.00
4/7/11	ESSEX	OP11-45-01-32	MONTCLAIR TWP PD	\$ 4,000.00
5/4/11	ESSEX	OP11-45-01-129	SOUTH ORANGE PD	\$ 4,000.00
4/6/11	GLOUCESTER	OP11-45-01-04	GLASSBORO BORO PD	\$ 4,000.00
5/2/11	GLOUCESTER	OP11-45-01-77	GLOUCESTER TWP PD	\$ 4,000.00

CERTIFICATION: THE ABOVE LISTED GRANTS WILL RECEIVE FUNDING FOR THIS MOBILIZATION

ACTING DIRECTOR



TOWNSHIP OF WILLINGBORO

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

September 12, 2011

Director of the Division of
Local Government Services
P. O. Box 803
Trenton, NJ 08625

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-156 adopted by Willingboro Township Council meeting of March 22, 2011 for Chapter 159 Click It or Ticket 2011 Mobilization Grant.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Gregory Rucker, Public Safety Director
Barbara Lightfoot, Finance Director

RESOLUTION 2011---157
CHAPTER 159----RESOLUTION FOR OVER THE LIMIT UNDER ARREST 2011
MOBILIZATION NATIONAL HIGHWAY TRAFFIC SAFETY SECTION 410 GRANT
PROGRAM


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

SECTION 1

NOW, THEREOFRE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 23rd day of August 2011, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2011;

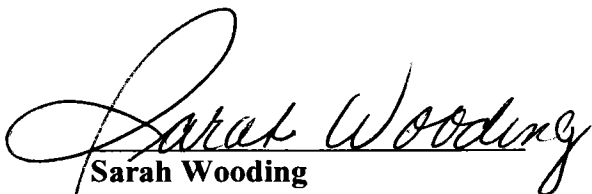
The sum of \$4,400 Over the Limit Under Arrest 2011 Mobilization National Highway Traffic Safety Section 410 Grant Program, which item is now available as a reimbursement received from the State of New Jersey.

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



Eddie Campbell, Jr.
Mayor

Attest:



Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	_____	_____	_____	_____
Councilman Ayrer	_____	_____	_____	_____
Councilman Gordon	_____	_____	_____	_____
Deputy Mayor Jennings	_____	_____	_____	_____
Mayor Campbell	_____	_____	_____	_____

~~OVER THE LIMIT UNDER ARREST 2011 MOBILIZATION~~
NATIONAL HIGHWAY TRAFFIC SAFETY (NHTSA) SECTION 410
ALCOHOL TRAFFIC SAFETY AND DRUNK DRIVING PREVENTION INCENTIVE GRANTS
CFDA # 20.601
8/19/11-9/5/11
(REVISED 8/12/11) FINAL LIST

Date	Name of County	Project Number	Grantee	Project Total
7/22/11	ATLANTIC	AL11-10-04-240	EGG HARBOR TWP PD	\$ 4,400.00
7/20/11	ATLANTIC	AL11-10-04-219	GALLOWAY TWP PD	\$ 4,400.00
7/14/11	ATLANTIC	AL11-10-04-211	HAMMONTON TWP PD	\$ 4,400.00
7/8/11	ATLANTIC	AL11-10-04-172	MULLICA TWP PD	\$ 4,400.00
7/7/11	ATLANTIC	AL11-10-04-169	NORTHFIELD PD	\$ 4,400.00
7/14/11	ATLANTIC	AL11-10-04-210	PLEASANTVILLE PD	\$ 4,400.00
7/14/11	ATLANTIC	AL11-10-04-208	SOMERS POINT PD	\$ 4,400.00
7/22/11	BERGEN	AL11-10-04-246	EAST RUTHERFORD PD	\$ 4,400.00
7/6/11	BERGEN	AL11-10-04-144	ELMWOOD PARK PD	\$ 4,400.00
7/25/11	BERGEN	AL11-10-04-280	EMERSON PD	\$ 4,400.00
7/22/11	BERGEN	AL11-10-04-238	ENGLEWOOD PD	\$ 4,400.00
7/8/11	BERGEN	AL11-10-04-183	FAIR LAWN PD	\$ 4,400.00
7/12/11	BERGEN	AL11-10-04-188	FORT LEE PD	\$ 4,400.00
7/12/11	BERGEN	AL11-10-04-187	GARFIELD PD	\$ 4,400.00
7/25/11	BERGEN	AL11-10-04-283	LYNDHURST TWP PD	\$ 4,400.00
7/6/11	BERGEN	AL11-10-04-146	MAHWAH PD	\$ 4,400.00
7/13/11	BERGEN	AL11-10-04-203	NORTH ARLINGTON PD	\$ 4,400.00
7/22/11	BERGEN	AL11-10-04-256	PARK RIDGE PD	\$ 4,400.00
7/7/11	BERGEN	AL11-10-04-155	RIDGEFIELD PARK PD	\$ 4,400.00
7/6/11	BERGEN	AL11-10-04-143	RIDGEFIELD PD	\$ 4,400.00
7/25/11	BERGEN	AL11-10-04-277	RIDGEWOOD PD	\$ 4,400.00
7/13/11	BERGEN	AL11-10-04-205	RIVER EDGE PD	\$ 4,400.00
7/22/11	BERGEN	AL11-10-04-260	RIVER VALE PD	\$ 4,400.00
7/25/11	BERGEN	AL11-10-04-279	WASHINGTON TWP PD (BERGEN)	\$ 4,400.00
7/22/11	BERGEN	AL11-10-04-236	WESTWOOD PD	\$ 4,400.00
7/21/11	BERGEN	AL11-10-04-225	WOODCLIFF LAKE PD	\$ 4,400.00
7/13/11	BERGEN	AL11-10-04-202	WYCKOFF PD	\$ 4,400.00
7/22/11	BURLINGTON	AL11-10-04-272	BURLINGTON TWP PD	\$ 4,400.00
7/22/11	BURLINGTON	AL11-10-04-244	CINNAMINSON TWP PD	\$ 4,400.00
7/25/11	BURLINGTON	AL11-10-04-274	EVESHAM PD	\$ 4,400.00
7/8/11	BURLINGTON	AL11-10-04-175	MOUNT LAUREL TWP PD	\$ 4,400.00
7/22/11	BURLINGTON	AL11-10-04-265	NEW HANOVER TWP PD	\$ 4,400.00
7/22/11	BURLINGTON	AL11-10-04-239	PEMBERTON BORO PD	\$ 4,400.00
7/8/11	BURLINGTON	AL11-10-04-174	WESTAMPTON TWP PD	\$ 4,400.00
7/20/11	BERGEN	AL11-10-04-241	WILMINGTON PD	\$ 4,400.00
7/14/11	CAMDEN	AL11-10-04-209	BERLIN TWP PD	\$ 4,400.00
7/22/11	CAMDEN	AL11-10-04-250	CAMDEN PD	\$ 4,400.00
7/22/11	CAMDEN	AL11-10-04-245	CHERRY HILL PD	\$ 4,400.00
7/8/11	CAMDEN	AL11-10-04-179	GLOUCESTER TWP PD	\$ 4,400.00
8/2/11	CAMDEN	AL11-10-04-300	LINDENWOLD PD	\$ 4,400.00
7/8/11	CAMDEN	AL11-10-04-180	MERCHANTVILLE PD	\$ 4,400.00
7/13/11	CAMDEN	AL11-10-04-200	PENNSAUKEN PD	\$ 4,400.00
7/21/11	CAMDEN	AL11-10-04-230	WINSLOW TWP PD	\$ 4,400.00
7/8/11	CAPE MAY	AL11-10-04-171	LOWER TWP PD	\$ 4,400.00
7/13/11	CAPE MAY	AL11-10-04-201	MIDDLE TWP PD	\$ 4,400.00
7/25/11	CAPE MAY	AL11-10-04-276	NORTH WILDWOOD PD	\$ 4,400.00
7/22/11	CAPE MAY	AL11-10-04-248	OCEAN CITY PD	\$ 4,400.00
7/22/11	CAPE MAY	AL11-10-04-263	SEA ISLE CITY PD	\$ 4,400.00
7/26/11	CUMBERLAND	AL11-10-04-287	MILLVILLE CITY PD	\$ 4,400.00
7/6/11	ESSEX	AL11-10-04-145	BLOOMFIELD PD	\$ 4,400.00
7/6/11	ESSEX	AL11-10-04-149	CALDWELL PD	\$ 4,400.00
7/6/11	ESSEX	AL11-10-04-134	CEDAR GROVE PD	\$ 4,400.00
7/22/11	ESSEX	AL11-10-04-252	ESSEX FELLS PD	\$ 4,400.00
7/22/11	ESSEX	AL11-10-04-257	FAIRFIELD PD	\$ 4,400.00

CERTIFICATION: THE ABOVE LISTED GRANTS WILL RECEIVE FUNDING FOR THIS MOBILIZATION

ACTING DIRECTOR

Gary P. [Signature]

159



TOWNSHIP OF WILLINGBORO

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

September 12, 2011

Director of the Division of
Local Government Services
P. O. Box 803
Trenton, NJ 08625

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-157 adopted by Willingboro Township Council meeting of March 1, 2011 for Chapter 159 Over The Limit Under Arrest 2011 Mobilization National Highway Traffic Safety Section 410 Grant Program.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Joanne Diggs, Township Manager
Gregory Rucker, Public Safety Director
Barbara Lightfoot, Acting Finance Director

RESOLUTION NO. 2011- 158

RESOLUTION RESCINDING RESOLUTION NO. 2010-117 AUTHORIZING THE AWARD OF BID FY 2009 AND 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASES II AND III AND AUTHORIZING THE AWARD OF BID FY 2009 AND 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASES II AND III

WHEREAS, the Township Council of the Township of Willingboro accepted the bid of American Asphalt Company, 116 Main Street, W. Collingswood Heights, New Jersey by Resolution No. 2010-117 on August 24, 2010 in the amount of \$391,823.30; and

WHEREAS, it came to the attention of the Township Finance Office and the Township Engineer that the amount in Resolution No. 2010-117, \$391,823.30, reflected an incorrect amount; and

WHEREAS, on August 17, 2010, the Township received American Asphalt Company's bid in the total amount of \$337,823.30, and

WHEREAS, the Township's Engineer recommended to the Township that American Asphalt had submitted the lowest responsible bid; and

WHEREAS, it is the intention of Council to award the bid to American Asphalt Company at the correct amount that was indicated in the Engineer's Recommendation of Award dated August 26, 2010 which was \$337,823.30; and

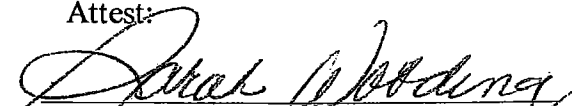
WHEREAS, the Township Council of the Township of Willingboro finds that it is in the best interest of the Township to rescind the Resolution No. 2010-117 with the incorrect amount and to award the bid in the correct amount; and


WHEREAS, funds are available for this purpose through NJDOT Grant Funding Allocation.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session on this 23rd day of August 2011, that the bid be accepted as per the attached recommendation of the Township Engineer in the amount of \$337,823.30.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to the Township Engineer, Township Finance office and American Asphalt Company for their information and attention.

Attest:


Sarah Wooding, Acting Township Clerk


Eddie Campbell, Jr., Mayor

* * * Communication Result Report (Sep. 29. 2011 3:21PM) * * *

1)
2)

Date/Time: Sep. 29. 2011 3:20PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
3374	Memory TX	18563031249	P. 2	OK	

Reason for error

E. 1) Hang up or line fail	E. 2) Busy
E. 3) No answer	E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size	

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Kenney
 COMPANY: Q & N
 DATE: 9/29/11
 TO FAX NO. 856-363-1349
 FROM: Jana EXT. 1058 PAGES 2
 SUBJECT: As per your request
copy of Resol 2011-158

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU

Jana

RESOLUTION NO. 2011- 158

RESOLUTION RESCINDING RESOLUTION NO. 2010-117 AUTHORIZING THE AWARD OF BID FY 2009 AND 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASES II AND III AND AUTHORIZING THE AWARD OF BID FY 2009 AND 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASES II AND III

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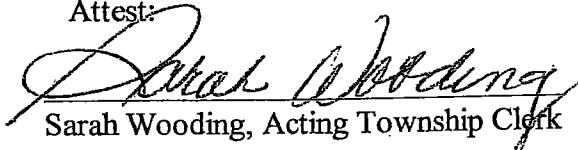
WHEREAS, the Township Council of the Township of Willingboro finds that it is in the best interest of the Township to rescind the Resolution No. 2010-117 with the incorrect amount and to award the bid in the correct amount; and

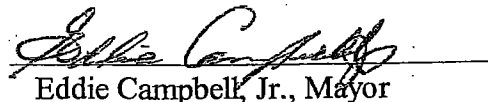
WHEREAS, funds are available for this purpose through NJDOT Grant Funding Allocation.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session on this 23rd day of August 2011, that the bid be accepted as per the attached recommendation of the Township Engineer in the amount of \$337,823.30.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to the Township Engineer, Township Finance office and American Asphalt Company for their information and attention.

Attest:


Sarah Wooding, Acting Township Clerk


Eddie Campbell, Jr., Mayor

Accepted 9/21/11

RESOLUTION NO. 2011--159

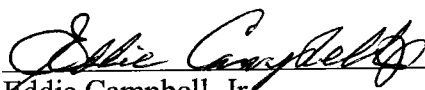
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**


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 September 2011, 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.


Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dep. Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWNSHIP OF WILLINGBORO

RESOLUTION 2011--160

***RESOLUTION AUTHORIZING THE FUNDING OF
THE TOWNSHIP OF WILLINGBORO'S SHARE OF THE
MACCS CONTRACT WITH AVR RESOURCE GROUP, INC.***

Whereas, the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection of disposal of solid waste from apartments and condominiums within the municipality; and

Whereas, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" ("MACCS") which agreement designates Maple Shade Township as "lead agency" for the program; and

Whereas, AVR Resource Group, Inc., is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to exercise the option to renew the current contract with AVR Resource Group, Inc for a one year term; and

Whereas, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* and the regulations promulgated there under, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

Whereas, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed four thousand sixty-eight dollars and ninety cents (\$4,068.90); and

Whereas, there are sufficient funds to provide for this purpose in the 2011 budget in an amount not to exceed \$3,059.10 as indicated in the attached Certification of Funds; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey, as follows:

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2011 portion of the AVR contract.


Sarah Wooding

Acting Township Clerk


Eddie Campbell, Jr.

Mayor

Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available .

Resolution Date: 9/6/2011

Resolution Number: 2011-160/

Vendor: Maple Shade Twp-Solid Waste
For fees of administrator -AVR Resource Group Inc

Account Number	Amount	Department
1-01-32-465-000-173	\$3,059.10	Landfill/Waste Apartment Trash

Only amounts for the 2011 Budget Year have been certified and are based on the adoption of the 2011 budget. Amounts for future years are contingent upon sufficient funds being appropriated.


Acting Finance Director

Re: MACCS: Renewal of Member Participation;
Renewal and Funding of AVR/TrashPro Contract;
Certification of Funds for 2011

Dear Ms. Diggs:

In order to continue the MACCS program and to fund the 2011 service contract for the MACCS Contract Administrator, AVR Resource Group, Inc. (also known as "Trash Pro"), a number of items are required from each participating municipality:

1. MACCS membership agreement: agreement with each participating municipality expires August 31, 2011. Attached please find the resolution renewing your membership in this program for another 3 years (9/1/11 – 8/31/14). Upon adoption, please forward a certified copy to my attention.

2. Administrator agreement: The agreement between MACCS and AVR expired on March 31, 2011. The contract provides for 2 one-year renewals. This will be the first one-year renewal.

As a reminder, AVR/TrashPro is responsible for the daily operation of the MACCS program, hauler issues, and the preparation and distribution of the monthly bills. Since AVR was awarded the contract as an EUS, the renewal is subject to a finding that AVR is providing the required services "in an effective and efficient manner." If no comments are received by me from the membership objecting to the renewal of the AVR contract **by September 15, 2011**, I will assume you are satisfied with the services and the contract will be renewed for a one-year period.

A form of resolution is attached for your review and action. It is retroactive to April 1st, 2011 so as to validate the continuity of service. The figures contained in the resolution are specific to your town and were provided by AVR. Please do not change the resolution amounts. Contact me with any questions and I will try to resolve them. Please forward both a certified copy of the authorizing resolution and the supporting certification of funds for the 2011 portion of the AVR fee.

Kindest Regards,

Adriane McKendry

Treasurer/CFO

Maple Shade Township

(856) 779-9610 ext.163

mstwpfnc@mapleshade.com or amckendry@mapleshade.com

TOWNSHIP OF WILLINGBORO

RESOLUTION 2011--161

***RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS JOINT
PURCHASING SYSTEM AGREEMENT***

Whereas, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40A:11-10, which system is known as "Municipal Apartment and Condominium Collection Services" ("MACCS"); and

Whereas, Maple Shade Township is the designated "lead agency" for the MACCS program; and

Whereas, Maple Shade Township as Lead Agency entered into an agreement (the "Agreement") with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

Whereas, MACCS was established as of September 1, 2002 and was subsequently renewed with the current three year renewal period expiring on August 31, 2011; and

Whereas, the Lead Agency has requested those participating units desiring to continue with the program to provide their consent to an additional three year term;

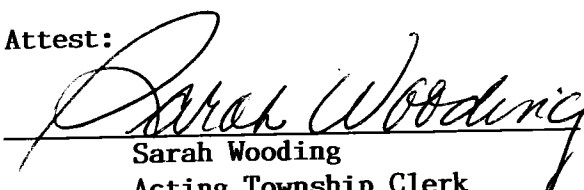
Whereas, the Township Council has determined that it is in the best interest of the Township to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Willingboro, County of Burlington, State of New Jersey, that the Township hereby consents to the renewal of the MACCS agreement for a three year term beginning on September 1, 2011 and ending on August 31, 2014.

BE IT FURTHER RESOLVED, the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

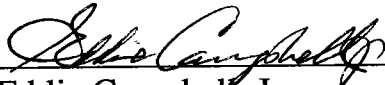
RESOLUTION NO. 2011---162

AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION

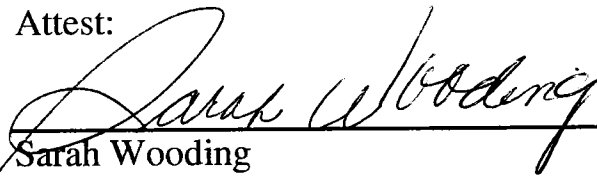
WHEREAS, Willingboro township Council received the August, 2011 Bill List and had an opportunity to review said Bill List; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session this 6th day of September , 2011, that 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.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Township Clerk

	Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson		<input checked="" type="checkbox"/>			
Councilman Ayrer		<input checked="" type="checkbox"/>			
Councilman Gordon		<input checked="" type="checkbox"/>			
Deputy Mayor Jennings		<input checked="" type="checkbox"/>			
Mayor Campbell		<input checked="" type="checkbox"/>			

RESOLUTION NO. 2011 - 163
**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 Sept, 2011, 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 or 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 - Richard Breidgel
PSE & Co - sale of property

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.

Eddie Campbell, Jr.
 Mayor

Attest:
Alex Woodring

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

RESOLUTION 2011--164

RESOLUTION AUTHORIZING THE ISSUANCE OF \$560,000 SPECIAL EMERGENCY NOTES TO FINANCE VARIOUS REPAIRS ARISING FROM DAMAGE CAUSED BY HURRICANE IRENE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY.

BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. An ordinance authorizing a special emergency appropriation of \$560,000 for damage caused by Hurricane Irene including road repairs to Messenger Lane, the replacement of Evergreen Drive storm culvert, the replacement of Bartlett Lane storm culvert, and storm water system repairs, including any ancillary repairs, related road work, all legal expenses, and related costs has been finally adopted and a copy thereof has been filed with the Director of Local Government Services.

Section 2. In order to finance the special emergency appropriation described in Section 1 of this resolution, the Township of Willingboro is hereby authorized to borrow the sum of \$560,000 and to issue its special emergency notes therefor in accordance with the Local Budget Law of New Jersey (N.J.S.A. 40A:4-55).

The special emergency notes authorized by this resolution may be issued in amounts and denominations not exceeding in the aggregate the amount of notes authorized herein, as determined by the chief financial officer of the Township pursuant to this resolution.

The Township may finance the special emergency appropriation from surplus funds available or may borrow money in a manner prescribed herein. Where an appropriation is financed from surplus funds available, at least one-fifth of the amount thereof shall be included in each annual budget until the appropriation has been fully provided for.

Section 3. The following matters in connection with the notes are hereby determined:

(a) All notes issued hereunder and any renewals thereof shall mature at such time as may be determined by the chief financial officer within the limitations of the Local Budget Law, provided however, that at least one-fifth of all such notes and the renewals thereof shall mature and be paid in each year so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of this resolution;

(b) All notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer;

(c) The notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the notes shall be conclusive as to such determination;

Section 4. The chief financial officer is hereby authorized and directed to determine all matters in connection with the notes not determined by this or a subsequent resolution and the chief financial officer's signature upon the notes shall be conclusive as to such determination.

Section 5. The chief financial officer is hereby authorized to sell the notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

Section 6. Any instrument issued pursuant to this resolution shall be a general obligation of the Township of Willingboro. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 7. The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the notes sold, the price obtained and the name of the purchaser.

Section 8. A copy of this resolution as adopted shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

Section 9. The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the notes, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the notes. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to use the proceeds to pay or reimburse expenditures for the costs of the purposes described this resolution. This


Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 10. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES: **Councilman Anderson**
 Councilman Ayrer
 Councilman Gordon
 Deputy Mayor Jennings
 Mayor Campbell

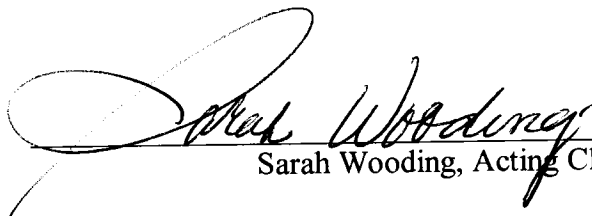
NAYES: 0


Eddie Campbell, Jr.
Mayor

CERTIFICATE

I, Sarah Wooding, Acting Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on September 6, 2011 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this day of 6th Sept, 2011.


Sarah Wooding, Acting Clerk

(SEAL)

State of New Jersey }
County of Burlington }

ss.

COPY

RECEIVED

SEP 20 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

WILLINGBORO TWP
ATT TWP CLERK
WILLINGBORO, NJ 08046

2-013612001
0006146745-01

Ad Content Proof

RESOLUION
2011--164

RESOLUTION AUTHORIZING THE ISSURANCE OF \$560,000 SPECIAL EMERGENCY NOTES TO FINANCE VARIOUS REPAIRS ARISING FROM DAMAGE CAUSED BY HURRICANE IRENE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY-- ADOPTED AT THE WILLINGBORO TOWNSHIP COUNCIL MEETING OF SEPTEMBER 6, 2011

SARAH WOODING
ACTING TOWNSHIP CLERK

Adv. Fee: \$14.40
BCT: September 14, 2011
Aff. Chg.: \$20.00

Pat Vigneau being duly sworn or affirmed according to law, deposes and says that she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

September 14, 2011

appears hereto, exactly as published in said newspaper

P. Vigneau
LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 14th day of September 2011 A.D.

Affirmed and subscribed to before me this 14th day of September 2011 A.D.

Ann Clark

Ann Clark
My Commission expires on
May 04, 2015

COPY

State of New Jersey }
County of Burlington } ss.

WILLINGBORO TWP
ATT TWP CLERK
WILLINGBORO, NJ 08046

Ad Content Proof

RESOLUTION 2011-164

Resolution authorizing the issuance of \$560,000 special emergency notes to finance various repairs arising from damage caused by Hurricane Irene of the Township of Willingboro, in the County of Burlington, New Jersey -- adopted at the Willingboro Township Council Meeting of September 6, 2011.

Sarah Wooding
Acting Township Clerk

Adv. Fee: \$11.52
BCT: September 14, 2011
Aff. Chg: \$20.00

RECEIVED

SEP 20 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

2-013612001
0006146433-01

Pat Vigneau being duly sworn or affirmed according to law, deposes and says that she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

September 14, 2011

appears hereto, exactly as published in said newspaper

P. Vigneau
LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 14th day of September 2011 A.D.

Affirmed and subscribed to me before me this 14th day of September 2011 A.D.

Ann Clark

Ann Clark
My Commission expires on
May 04, 2015

COPY

COPY

RESOLUTION NO. 2011 - 165

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING AN EMERGENCY CONTRACT FOR EMERGENCY REPLACEMENT OF THE STORM CULVERT ON BARTLETT LANE

WHEREAS, on or about August 27, 2011, an existing corrugated metal pipe joint failed at Bartlett Lane between collapsed and/or failed as a result of the storm event of Hurricane Irene; and

WHEREAS, the Township's Engineer was satisfied that this created an emergency affecting the public health, safety and welfare; and

WHEREAS, the Township Engineers notified the Department of Environmental Protection (DEP) that the existing corrugated metal pipe joint failed and that there is an immediate and extraordinary risk to property and public health, safety and welfare; and

WHEREAS, the DEP issued an Emergency Permit for the repairs; and

WHEREAS, in accordance with Local Public Contracts Law NJSA 40A:11-1, et seq., on August 31, 2011, the Township Engineer sent out a detailed project information packet soliciting cost proposals from three firms for the project, which proposals were due on September; and

WHEREAS, on September 1, 2011, the Township Engineer received the following cost proposals for the emergency repairs:

1. P.M. Construction Corp. in the amount of \$59,130.00
2. Universal Constructors, Inc., in the amount of \$44,825.00; and

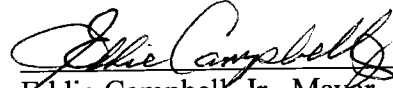
WHEREAS, the Township Engineer reviewed the cost proposals and found that the cost proposal of Universal Constructors, Inc., 611 East Chapel Avenue, Cherry Hill, NJ 08034 in the amount of \$44,825.00 to be reasonable and responsible; and

WHEREAS, the Township's Engineers recommends that the emergency contract at this location be awarded to Universal Constructors, Inc., 611 East Chapel Avenue, Cherry Hill, NJ 08034 in the amount of \$44,825.00; and


WHEREAS, the Township Council has upon its consideration and review determined to accept the recommendation of the Township Engineer that Universal Constructors, Inc., and that it is in the best interest of the Township to accept the proposal of Universal Constructors, Inc.

WHEREAS, the award of this contract is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of September, 2011, hereby accepts the proposal of Universal Constructors, Inc., in the amount of \$44,825.00.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Certification of Availability of Funds

This is to certify to the _____ of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.


Resolution Date: 09/07/11
Resolution Number: 2011-165

Vendor: UNIVCONS UNIVERSAL CONSTRUCTORS INC
611 EAST CHAPEL AVE
CHERRY HILL, NJ 08034

Contract: C1-00010 UNIVERSAL CONSTRUCTORS EMERG
REPAIRS BARTLETT LANE

Account Number	Amount	Department Description
C-04-55-911-001-001	44,825.00	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	44,825.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Acting Chief Financial Officer

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 (deceased 2006)
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, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Falola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
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
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

October 5, 2011

Barbara Lightfoot, Director of Finance
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Re: **Emergency Replacement of Bartlett Lane Storm Culvert**
Township of Willingboro
Check Request for NJDEP Permit
Our File #0338T104


Dear Ms. Lightfoot:

We are currently preparing an application for a New Jersey Department of Environmental Protection (NJDEP) Flood Hazard Area Individual Permit and a Freshwater Wetlands General Permit #1 for the above-mentioned project. Therefore, we are respectfully requesting the Township to provide a check in the amount of \$1,450.00 for the application fee. The check is to be made payable to **Treasurer, State of New Jersey**.

We have enclosed a payment voucher along with the application form and fee calculation sheet. Please return the check and the enclosed original application form, signed by the Township Manager, to our Cinnaminson office as soon as possible in order for us to submit the application. If you have any questions or require additional information, please contact Sean Brigandi of our Cinnaminson office.

Sincerely,

REMINGTON, VERNICK, & ARANGO ENGINEERS


K. Wendell Bibbs, P.E., C.M.E.
Senior Associate and Regional Manager

KWB/sb

cc: Joanne Diggs, Township Manager
Rich Brevogel, Director of Public Works

T:\Willingboro\T-104 Emergency Replacement of Bartlett Lane Storm Culvert\Engineering & Design\Design Correspondence\Check Request Ltr with voucher.doc

Earning Our Reputation Every Day Since 1901

File
copy
COPY

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To **Treasurer, State of New Jersey**

ADDRESS

CITY

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT		TOTAL
	Emergency Replacement of Bartlett Lane Storm Culvert:			
	Fees:			
	Flood Hazard Area Permit			\$1,000.00
	Freshwater Wetlands Permit			\$450.00
	Total			\$1,450.00

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees
(Check either but not both)

Signature

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature _____

Title _____

<p>ACCOUNT CHARGED</p> <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>													<p>INVOICES CHECKED AND VERIFIED</p> <p>.....</p> <p>Approved for Payment</p> <p>.....</p> <p>Township Manager</p>	<p>DATE PAID</p> <p>CHECK No.</p>



State of New Jersey
Department of Environmental Protection
 Division of Land Use Regulation Application Form (LURP-2)
 Division of Land Use Regulation
 501 E. State Street Mail Code 501-02A P.O. Box 420
 Trenton, NJ 08625-0420
 www.nj.gov/dep/landuse



PLEASE PRINT OR TYPE THE FOLLOWING: (Complete all sections unless otherwise noted)

- Applicant Name:** Township of Willingboro Email: JDiggs@willingborotwp.org
Address: Municipal Complex, One Salem Road City: Willingboro
 State: NJ Zip: 08046 Daytime Phone: (609) 877-2200 Ext.: 1036 Cell Phone: N/A
- Agent Name:** K. Wendell Bibbs Firm: Remington, Vernick & Arango Engineers Email: wendell.bibbs@rve.com
Address: The Presidential Center, Lincoln Building - Suite 600, 101 Route 130 City: Cinnaminson
 State: NJ Zip: 08077 Daytime Phone: (856) 303-1245 Ext.: 1505 Cell Phone: N/A
- Property Owner Name:** Township of Willingboro Email: JDiggs@willingborotwp.org
Address: Municipal Complex, One Salem Road City: Willingboro
 State: NJ Zip: 08046 Daytime Phone: (609) 877-2200
- Project Name:** Emergency Replacement of Bartlett Lane Storm Culvert Site Location (Street Address): Bartlett Lane between Buckingham Drive and Buttonbush Lane
 Zip: 08046 Municipality: Township of Willingboro County: Burlington
 Block(s): Blocks 221, 222 Lot(s): Lots 1.02, 12
 N.A.D. 1983 State Plane Coordinates (feet) 6 digits only: E (x): 384591 N (y): 440014
 Nearest Waterway: Mill Creek Watershed: Rancocas Creek Subwatershed: Mill Creek (Willingboro)
- Fees:** Total Fee: \$1,450.00 Project Cost: \$50,000.00 Check No: _____
- Project Description:** See Appendix

7. Application(s) for: Check all that apply (Please follow directions on page 5)

Application Type	Fee Amt	Amt Paid
Flood Hazard Area		
<input type="checkbox"/> FHA Verification		
<input checked="" type="checkbox"/> FHA Individual Permit	\$1,000.00	\$1,000.00
<input type="checkbox"/> FHAGP1 / Chan Clean w/o Sed Removal	No Fee	No Fee
<input type="checkbox"/> FHAGP1 / Chan Clean w/Sed Removal	No Fee	No Fee
<input type="checkbox"/> FHAGP2A / Ag - Bank Restoration		
<input type="checkbox"/> FHAGP2B / Ag - Channel Cleaning		
<input type="checkbox"/> FHAGP2C / Ag - Road Crossing		
<input type="checkbox"/> FHAGP2D / Ag - Wetlands Restoration		
<input type="checkbox"/> FHAGP2E / Ag - Livestock Ford		
<input type="checkbox"/> FHAGP2F / Ag - Livestock Fence		
<input type="checkbox"/> FHAGP2G / Ag - Livestock Water Intake		
<input type="checkbox"/> FHAGP3 / Bridge/Culvert Scour Protection		

Application Type	Fee Amt	Amt Paid
Flood Hazard Area		
<input type="checkbox"/> FHAGP4 / Stormwater Maintenance		
<input type="checkbox"/> FHAGP5 / Building Relocation		
<input type="checkbox"/> FHAGP6 / Rebuild Damaged Home	No Fee	No Fee
<input type="checkbox"/> FHAGP7 / Residential in Tidal FHA		
<input type="checkbox"/> FHAGP8 / Utility Crossing <50acres		
<input type="checkbox"/> FHAGP9 / Road Crossing <50acres		
<input type="checkbox"/> FHAGP10 / Stormwater Outfall <50acres		
<input type="checkbox"/> Revision of a GP, IP or Verification		
<input type="checkbox"/> Transfer of an Approval		
<input type="checkbox"/> FHA Ind Permit Equivalency/CERCLA		
Stormwater Review Fees		
<input type="checkbox"/> Fee for all Stormwater Reviews		

Revised 06/30/2011

	Application Type	Fee Amt	Amt Paid
	Applicability Determination		
<input type="checkbox"/>	Coastal Jurisdictional Determination	No Fee	No Fee
<input type="checkbox"/>	Highlands Jurisdictional Determination	No Fee	No Fee
<input type="checkbox"/>	Flood Hazard Area Applicability	No Fee	No Fee
<input type="checkbox"/>	Executive Order 215	No Fee	No Fee
	CAFRA		
<input type="checkbox"/>	Individual Permit		
<input type="checkbox"/>	Exemption Request		
<input type="checkbox"/>	Permit Modification		
<input type="checkbox"/>	CAFGP5 / Amusement Pier Exp		
<input type="checkbox"/>	CAFGP6 / Beach/Dune Maintenance		
<input type="checkbox"/>	CAFGP7 / Voluntary Reconstruction		
<input type="checkbox"/>	CAFGP8 / New Single Family or Duplex		
<input type="checkbox"/>	CAFGP9 / Reconstruct Single Fam/Dup		
<input type="checkbox"/>	CAFGP10 / New Bulkhead/Fill Lagoon		
<input type="checkbox"/>	CAFGP11 / Revetment		
<input type="checkbox"/>	CAFGP12 / Gabions		
<input type="checkbox"/>	CAFGP13 / Support Facilities/ Marina		
<input type="checkbox"/>	CAFGP14 / Reconst Bulkhead A/MHWM		
<input type="checkbox"/>	CAFGP15 / Hazard Waste Clean-up		
<input type="checkbox"/>	CAFGP16 / Landfall of Utilities		
<input type="checkbox"/>	CAFGP17 / Recreat Facility Public Park		
<input type="checkbox"/>	CAFGP18/BulkheadConstuct/Fill upland		
<input type="checkbox"/>	CAFGP21 / Shoreline Stabilization		
<input type="checkbox"/>	CAFGP22 / Avian Nesting Structures		
<input type="checkbox"/>	CAFGP23 / Electrical Sub Facility		
<input type="checkbox"/>	CAFGP24 / Legalize Filling of Tidelands		
<input type="checkbox"/>	CAFGP25 / Construct Telecom Tower		
<input type="checkbox"/>	CAFGP26 / Tourism Ind Construction		
<input type="checkbox"/>	CAFGP27 / Geotechnical Borings		
<input type="checkbox"/>	CAFGP29 / Habitat Creation/Enhance		
<input type="checkbox"/>	CAFGP30 / 1 to 3 Turbines < 200 Feet		
<input type="checkbox"/>	CAFGP31 / Wind Turbines < 250 Feet		
<input type="checkbox"/>	Individual Permit Equivalency/CERCLA		
	Waterfront Development		
<input type="checkbox"/>	WDGP10 / New Bulkhead/Fill Lagoon		
<input type="checkbox"/>	WDGP14 / Reconstruct Bulkhead		
<input type="checkbox"/>	WDGP19/Dock/Piers, Boat Lifts Lagoon		
<input type="checkbox"/>	WDGP20 / Minor Maint Dredge Lagoon		
<input type="checkbox"/>	WDGP21 / Shoreline Stabilization		
<input type="checkbox"/>	Individual Permit/Upland		
<input type="checkbox"/>	Individual Permit/Inwater		
<input type="checkbox"/>	Zane Letter		
<input type="checkbox"/>	Modification		
<input type="checkbox"/>	Individual Permit Equivalency/CERCLA		
	Highlands		
<input type="checkbox"/>	Emergency Permit		
<input type="checkbox"/>	Pre-application Meeting		
<input type="checkbox"/>	Preservation Area Approval		
<input type="checkbox"/>	PAA with Waiver		
<input type="checkbox"/>	Resource Area Determination footprint		
<input type="checkbox"/>	Resource Area Determination <acre		
<input type="checkbox"/>	Resource Area Determination >acre		
<input type="checkbox"/>	HPAAGP 1/ Habitat Creation/Enhance		
<input type="checkbox"/>	HPAAGP 2 Bank Stabilization		
	Consistency Determination		
<input type="checkbox"/>	Water Quality Certificate		
<input type="checkbox"/>	Federal Consistency	No Fee	No Fee
<input type="checkbox"/>	HMC Water Quality Certificate		

	Application Type	Fee Amt	Amt Paid
	Coastal/Tidal Wetlands		
<input type="checkbox"/>	Coastal/Tidal Wetlands Permit		
<input type="checkbox"/>	Coastal Wetland Permit Modification		
	Freshwater Wetlands		
<input checked="" type="checkbox"/>	FWGP1 / Main. & repair Exist Feature	\$450.00	\$450.00
<input type="checkbox"/>	FWGP2 / Utility Crossing		
<input type="checkbox"/>	FWGP3 / Discharge of Return Water		
<input type="checkbox"/>	FWGP4 / Hazard Site Invest/Cleanup		
<input type="checkbox"/>	FWGP5 / Landfill Closure		
<input type="checkbox"/>	FWGP6 / Filling of NSWC		
<input type="checkbox"/>	FWGP6A /TA- Filling of NSWC		
<input type="checkbox"/>	FWGP7 / Fill ditch / swale		
<input type="checkbox"/>	FWGP8 / House Addition		
<input type="checkbox"/>	FWGP9 / Airport Sightline Clearing		
<input type="checkbox"/>	FWGP10A / Very Minor Road Crossing		
<input type="checkbox"/>	FWGP10B / Minor Road Crossing		
<input type="checkbox"/>	FWGP11 / Outfalls / Intakes		
<input type="checkbox"/>	FWGP12 / Survey / Investigation		
<input type="checkbox"/>	FWGP13 / Lake Dredging		
<input type="checkbox"/>	FWGP14 / Water Monitoring		
<input type="checkbox"/>	FWGP15 / Mosquito Control		
<input type="checkbox"/>	FWGP16 / Habitat Create / Enhance	No Fee	No Fee
<input type="checkbox"/>	FWGP17 / Trails / Boardwalks		
<input type="checkbox"/>	FWGP17A / Multiuse paths		
<input type="checkbox"/>	FWGP18 / Dam Repairs		
<input type="checkbox"/>	FWGP19 / Dock or Pier		
<input type="checkbox"/>	FWGP20 / Bank Stabilization		
<input type="checkbox"/>	FWGP21 / Above Ground Utility		
<input type="checkbox"/>	FWGP23 / Expand Cranberry		
<input type="checkbox"/>	FWGP24 / Spring Developments		
<input type="checkbox"/>	FWGP25 / Malfunction Septic System	No Fee	No Fee
<input type="checkbox"/>	FWGP26 / Channel / Stream Clean		
<input type="checkbox"/>	FWGP27 / Redevelop Disturbed Site		
<input type="checkbox"/>	FWGP Modification		
<input type="checkbox"/>	FWGP Extension		
<input type="checkbox"/>	Individual Wetlands Permit		
<input type="checkbox"/>	Individual Open Water Permit		
<input type="checkbox"/>	Individual Permit Mod. Major/Minor		
<input type="checkbox"/>	Individual Permit Extension		
<input type="checkbox"/>	Wetlands Exemption		
<input type="checkbox"/>	Permit Equivalency/CERCLA		
	Letter of Interpretation		
<input type="checkbox"/>	Presence Absence		
<input type="checkbox"/>	Presence Absence Footprint		
<input type="checkbox"/>	Delineation		
<input type="checkbox"/>	Verification		
<input type="checkbox"/>	Extension		
	Transition Area Waiver		
<input type="checkbox"/>	Averaging Plan		
<input type="checkbox"/>	Reduction		
<input type="checkbox"/>	Hardship Reduction		
<input type="checkbox"/>	Special Activity Stormwater		
<input type="checkbox"/>	Special Activity Linear Development		
<input type="checkbox"/>	Special Activity Redevelopment		
<input type="checkbox"/>	Special Activity Individual Permit		
<input type="checkbox"/>	Exemption		
<input type="checkbox"/>	Modification Major/Minor		
<input type="checkbox"/>	Extension		

Both the Applicant and Property owner's section must be filled out for all Land Use Regulation Applications

A. APPLICANT SIGNATURE

I certify under penalty of law that the information provided in this document is true and accurate. I am aware that there are significant civil and criminal penalties for submitting false or inaccurate information. (If corporate entity, print/type the name and title of person signing on behalf of the corporate entity.)

Signature of Applicant/Owner

Date
Joanne Diggs, Township Manager

Print Name
Municipal Complex, One Salem Road, Willingboro, NJ 08046

Print Address

Signature of Applicant/Owner

Date

Print Name

Print Address

B. PROPERTY OWNER'S CERTIFICATION

I hereby certify that the undersigned is the owner of the property upon which the proposed work is to be done. This endorsement is certification that the owner grants permission for the conduct of the proposed activity. In addition, I hereby give unconditional written consent to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection or survey of the project site.

In addition, the undersigned property owner hereby certifies:

1. Whether any work is to be done within an easement – Yes: No:
2. Whether any part of the entire project (e.g., pipeline, roadway, cable, transmission line, structure, etc.) will be located within property belonging to the State of New Jersey-Yes: No:
3. Whether any work is to be done on any property owned by any public agency that would be encumbered by Green Acres – Yes: No:
4. Whether any part of this project requires a Section 106(National Register of Historic Places) Determination as part of a federal permit or approval – Yes: No:

Signature of Owner

Date
Joanne Diggs, Township Manager

Print Name
Municipal Complex, One Salem Road, Willingboro, NJ 08046

Print Address

Signature of Owner

Date

Print Name

Print Address

C. APPLICANT'S AGENT

NOTE: Notary seal is required for Flood Hazard Area (SEA) applications.

I Joanne Diggs, the Applicant/Owner, authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name K. Wendell Bibbs, P.E., C.M.E.

Occupation/Profession Township Engineer

(Signature of Applicant/Owner)

AGENT'S CERTIFICATION

Sworn before me this day of

I agree to serve as agent for the above-mentioned applicant

_____ 20 ____

(Signature of Agent)

Notary Public

D. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, SURVEYOR'S OR ENGINEER'S REPORT

I hereby certify that the plans, specifications and engineer's report, if any, applicable to this project comply with the current rules and regulations of the New Jersey Department of Environmental Protection with the exceptions as noted. In addition, I certify the application is complete as per the appropriate checklist(s).

Signature

K. Wendell Bibbs, P.E., C.M.E.

Type: Name and Date

Senior Associate & Regional Manager, Remington, Vernick & Arango Engineers

Position, Name of Firm

E. STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)

I certify under penalty of law that I have personally examined the information submitted in the document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate and complete in accordance with the appropriate checklist(s). I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature

K. Wendell Bibbs, P.E., C.M.E.

Type: Name and Date

Senior Associate & Regional Manager, Remington, Vernick & Arango Engineers

Position, Name of Firm

Please note: In addition to the standard paper submission, an electronic copy of the entire application, including plans, may be submitted on CDROM to assist the Department in the review this application. Plans should be submitted as a CAD file or Shapefile, referenced in NJ state plane feet NAD83. Please do NOT send the electronic version via E-Mail.

**FLOOD HAZARD AREA/FRESHWATER WETLAND PERMIT APPLICATION
EMERGENCY REPLACEMENT OF BARTLETT LANE STORM CULVERT
TOWNSHIP OF WILLINGBORO
BURLINGTON COUNTY, NJ 08046
OUR FILE#0338T104**

FEE CALCULATION SHEET

Flood Hazard Area IP Application

Pursuant to N.J.A.C. 7:13-9 through 11, the fee for the project is determined by the project elements. The remedial activities fall under one project element; Bridge, culvert, footbridge, low dam or other water control structure. Since the repairs are an "In kind" replacement, review of hydrologic and/or hydraulic calculations are not necessary. Therefore, the FHA fee for the project is \$1,000.00.

Freshwater Wetland GP Application

Pursuant to N.J.A.C. 7:7A-11.1(g), the fee for a General Permit is \$600.00. When submitting concurrently for other Division of Land Use Regulation permits, the fee is equivalent to the highest fee plus 75% of each additional permit application fee. Therefore, the FWW fee is 75% of \$600.00 or \$450.00.

FEES

Calculated Fee

\$1,000.00 FHA Permitting

+ \$450.00 FWW Permitting

\$1,450.00 Total

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 (deceased 2006)
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, LEED
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
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
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
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

September 13, 2011

Justin Lamicella, Sr., Assessor
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: **Township of Willingboro
Emergency Replacement of Bartlett Lane Storm Culvert
RV&A File #: 0338T104**

Dear Mr. Lamicella:

As you may be aware, our office will be submitting application packages to the NJDEP for Freshwater Wetland and Flood Hazard Area permits for the emergency replacement of the Bartlett Lane culvert. We kindly ask you to provide a certified list of all property owners within 200 feet of the culvert. A tax map is enclosed to assist you.

Should you have any questions, please do not hesitate to contact Mr. Sean Brigandi at our Cinnaminson office at (856) 303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

KWB/DAH/el

Enclosures

cc: Joanne Diggs, Township Manager
Sarah Wooding, Township Clerk
Rich Brevogel, Director of Public Works

T:\Willingboro\T-104 Emergency Replacement of Bartlett Lane Storm Culvert\Engineering & Design\Permitting\NJDEP\Permit Application\Flood Hazard Area Permit Application\Ltr to Twp Manager - Certified Property List.doc

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www.rve.com

File w/Resol

COPY

DATE	REVISIONS
7-15-80	REV. PER STATE REGULATIONS
2-15-80	CMV'S MINIMUMS PER TO CORRECT VOLUMINE PER

Approximate location of work

FOR THE TOWNSHIP OF WILLINGBORO
 DIVISION OF TAX MAPS
 APPROVED BY THE TOWNSHIP BOARD
 JULY 1964

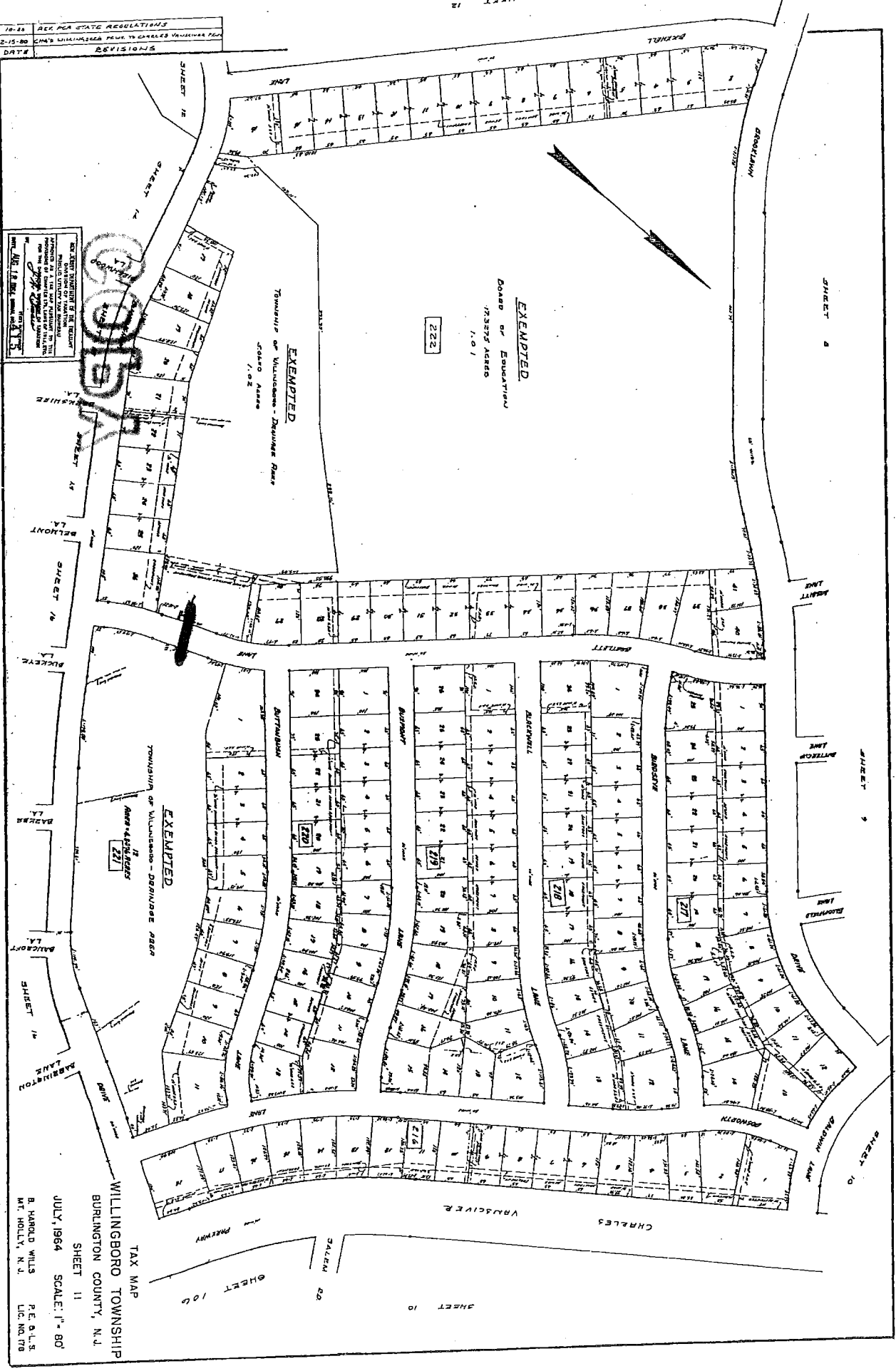
COPIES

EXEMPTED
 Board of Education
 12375 ACRES
 1.01
 222

EXEMPTED
 Township of Willingboro - Drainage Area
 1.02

EXEMPTED
 Township of Willingboro - Drainage Area
 1.02

TAX MAP
 WILLINGBORO TOWNSHIP
 BURLINGTON COUNTY, N.J.
 SHEET 11
 JULY, 1964 SCALE: 1" = 80'
 B. HAROLD WILLS
 P.E. & L.S.
 MT. HOLLY, N.J.





**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION**
501 East State Street, Station Plaza 5, 2nd Floor
P.O. Box 439, Trenton, New Jersey 08625-0439
Fax: (609) 777-3656 or (609) 292-8115
www.state.nj.us/dep/landuse

*cc: Rich W. Sebba
Deane
Bill*



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc."</p>		<p>Approved Date MAR 06 2012</p>
		<p>Expiration Date MAR 06 2017</p>
<p>Permit Number/s 0338-11-0005.1 FHA 110002 IP 0338-11-0005.1 FWW 110002 GP 1</p>	<p>Type of Approval/s Flood Hazard Area Freshwater Wetlands</p>	<p>Enabling Statute/s NJSA 13:1D-1 NJSA 13:9B-1 NJSA 58:10A-1 NJSA 58:16A-50, et. seq.</p>
<p>Applicant Township of Willingboro Municipal Complex, One Salem Road Willingboro, NJ 08046</p>	<p>Owner (if different from applicant)</p> <p align="right">RECEIVED MAR 16 2012</p>	
<p>Description of Authorized Activities and Limit of Disturbance</p> <p align="right">OFFICE OF THE TOWNSHIP CLERK WILLINGBORO, NJ</p> <p>This permit legalizes the construction of two culverts conveying an unnamed tributary to Mill Creek, under Bartlett Lane, in the Township of Willingboro, Burlington County. In addition, this permit also legalizes any disturbance to Freshwater wetlands, State open waters, and transition areas, for the crossing, under General Permit No. 1.</p> <p>Note: You must notify the Department in writing at least seven (7) days prior to undertaking any activity authorized by this document. Please direct your notification to the project manager listed below, using the address or fax number shown above.</p>		
<p>Project Location Bartlett Lane Township of Willingboro Burlington County</p>	<p>Received by County Clerk</p>	
<p>Project Manager's Signature <i>Chingwah Liang</i></p> <p>Document Prepared By: Chingwah Liang Telephone: (609) 984-6216 E-mail: chingwah.liang@dep.state.nj.us</p>		

This permit is not valid unless authorizing signature appears on the last page.

STANDARD CONDITIONS:

1. **Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety and agree to adhere to all terms and conditions. If you do not accept or agree with this document in its entirety, **do not** begin construction. You are entitled to request an appeal within a limited time as detailed on the attached *Administrative Hearing Request Checklist and Tracking Form*. You may also contact the project manager shown on the first page if you have any questions or concerns about this document.
2. **Recording with County Clerk:** You must record this permit in the Office of the County Clerk for each county involved in this project. You must also mail or fax a copy of the front page of this permit to the Department showing the received stamp from each County Clerk within 30 days of the issuance date (or 90 days if multiple counties are involved). The Department's address and fax number are shown on the first page of this permit.
3. **Notice of Construction:** You must notify the Department in writing at least 7 days before you begin any work approved by this permit. The Department's address and fax number are shown on the first page of this permit. Please direct your letter to the project manager shown on the first page.
4. **Expiration date:** All activities authorized by this permit must be completed by the expiration date shown on the first page. At that time, this permit will automatically become invalid and none of the approved work may begin or continue until a replacement permit is granted. (Some coastal permits may qualify for an extension of the expiration date. Please contact the Department for further information.)
5. **Duty to comply:** The permittee, its contractors and subcontractors shall comply with all conditions of the permit, supporting documents and approved drawings. Any noncompliance with a permit constitutes a violation of this chapter, and is grounds for enforcement action pursuant to N.J.A.C. 7:13-19, as well as suspension and/or termination of the permit
6. **Duty to reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit, the permittee must apply for and obtain a new permit.
7. **Duty to halt or reduce activity:** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
8. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
9. **Proper operation and maintenance:** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used to achieve compliance with the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The operation of back-up or auxiliary facilities or similar systems is only required when necessary to achieve compliance with the permit. The permittee must also properly execute any approved mitigation compensation and/or restoration proposal designed to mitigate losses caused by the permitted activity. The permittee shall maintain the authorized work areas in good condition and in accordance with the permit.

10. **Proper oversight:** The permittee shall ensure that all approved activities are undertaken using the best management practices available under the supervision and direction of an engineer at all points necessary to ensure compliance with all permit conditions.
11. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee nor its agents shall cause or permit any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel. Upon completion or abandonment of the work, the permittee and/or its agents shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
12. **Permit actions:** A permit can be revised, suspended or terminated for cause. The filing of a request by the permittee for a revision, or a notification of planned changes or anticipated noncompliance does not stay any condition of a permit.
13. **Property rights:** A permit does not convey any property rights of any sort, or any exclusive privilege.
14. **Duty to provide information:** A copy of the permit and other authorizing documents including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents immediately upon request. The permittee shall also furnish to the Department within a reasonable time any information that the Department requests to determine compliance with a permit or to determine whether cause exists for suspension or termination of a permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by the permit.
15. **Inspection and entry:** The permittee shall allow an authorized representative of the Department, at reasonable times and upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy any records that must be kept under the conditions of the permit; and
 - iii. Inspect any facilities, equipment, practices or operations regulated or required under the permit. Failure to allow reasonable access under this section shall be considered a violation of this chapter and subject the permittee to enforcement action pursuant to N.J.A.C. 7:13-19.
16. **Reporting requirements:** The permittee shall provide reports to the Department as follows:
 - i. **Planned changes:** The permittee shall give notice to the Department prior to any planned physical alterations or additions to the permitted project or activity;
 - ii. **Transfers:** The permit is not transferable to any person unless the transfer is approved by the Department, pursuant to N.J.A.C. 7:13-14.1;
 - iii. **Noncompliance:** The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. The permittee shall report all other noncompliance to the Division of Land Use Regulation by telephone at (609) 292-0060 within two business days of the time the permittee becomes aware of the noncompliance, and in writing within five business days of the time the permittee becomes aware of the noncompliance.

The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter; and

- iv. Other information: Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
17. **Other responsibilities:** You must obtain all necessary local, Federal and other State approvals before you begin work. All work must be stabilized in accordance with the *Standards for Soil Erosion and Sediment Control in New Jersey*, and all fill material must be free of toxic pollutants in toxic amounts as defined in section 307 of the Federal Act.

SPECIAL CONDITIONS IN ADDITION TO THE STANDARD CONDITIONS:

18. For the purposes of this permit, the Department has determined that this project is not a Major Development as defined in the Stormwater Management rules at N.J.A.C. 7:8-1.2. Therefore, the Department did not review project site for compliance with these rules.
19. If not already done, all excess material associated with the reconstruction of the culverts shall be removed from the site. In addition, all temporary disturbances must be restored to pre-Hurricane Irene conditions.
20. **Provisions of the Freshwater Wetlands Statewide General Permit 1**


This portion of the permit legalizes the disturbance within Freshwater wetlands, State open waters, and transition areas, for the crossing, under General Permit No. 1. Any additional disturbance of freshwater wetlands, transition areas or State open waters shall be considered a violation of the Freshwater Wetlands Protection Act unless the activity is exempt or a permit is obtained prior to the start of the disturbance from the Division of Land Use Regulation. In addition, this permit to conduct a regulated activity in a wetland or open water includes the Department's approval of a Water Quality Certificate for these activities.

21. The drawings hereby approved are two (2) sheets prepared by Remington & Vernick Engineers, dated September 2011 and unrevised, entitled:

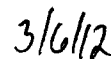
“BARTLETT LANE, CULVERT REPLACEMENT, TOWNSHIP OF WILLINGBORO,
BURLINGTON COUNTY, NEW JERSEY”

“PRE-EXISTING TOPOGRAPHIC CONDITIONS SURVEY”, sheet 1 of 1

“AS-BUILT TOPOGRAPHIC SURVEY”, sheet 1 of 1



Peter DeMeo
Supervisor
Bureau of Urban Growth and Redevelopment



Date

RESOLUTION NO. 2011 - 166

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A CONTRACT FOR EMERGENCY ROAD REPAIR ON MESSENGER LANE

WHEREAS, on or about August 27, 2011, the road and sidewalk located on Messenger Lane between Millbrook Drive and Medallion Lane collapsed and/or failed as a result of the storm event of Hurricane Irene; and

WHEREAS, the Township's Engineer was satisfied that this created an emergency affecting the public health, safety and welfare; and

WHEREAS, in accordance with Local Public Contracts Law NJSA 40A:11-1, et seq., on August 31, 2011, the Township Engineer sent out a detailed project information packet soliciting cost proposals from three qualified firms for the emergency repair project, which proposals were due on September 1, 2011; and

WHEREAS, on September 1, 2011, the Township Engineer received the following cost proposals for the emergency repairs:

1. P.M. Construction Corp. in the amount of \$22,800.00
2. Universal Constructors, Inc., in the amount of \$24,594.00; and

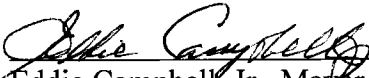
WHEREAS, the Township Engineer reviewed the cost proposals and found that the cost proposal of P.M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205 in the amount of \$22,800.00 to be reasonable and responsible; and

WHEREAS, the Township's Engineers recommends that the emergency repairs needed at this location be awarded to P.M. Construction Corp., 1310 Central Avenue Hillside, New Jersey 07205 in the amount of \$22,800.00; and

WHEREAS, the Township Council has upon its consideration and review determined to accept the recommendation of the Township Engineer that P.M. Construction Corp., and that it is in the best interest of the Township to accept the proposal of P.M. Construction Corp.

WHEREAS, the award of this contract is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of September, 2011, hereby accepts the proposal of P.M. Construction Corp., in the amount of \$22,800.00 for this emergency repair project.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Certification of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 09/07/11
Resolution Number: 2011-166

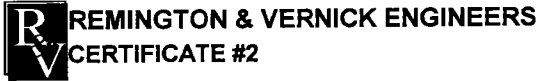
Vendor: PM CONST P.M. CONSTRUCTION CORP
1310 CENTRAL AVE
HILLSIDE, NJ 07205

Contract: C1-00009 PM Construction emerg repairs
Messenger Lane

Account Number	Amount	Department Description
C-04-55-911-001-001	22,800.00	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	22,800.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Lightfoot
ACTING Chief Financial Officer



P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

CERTIFICATE #2

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
PROJECT NUMBER:
 0338T103
CLIENT:
 TOWNSHIP OF WILLINGBORO

Contractor x Antonio Pastore

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	I-14 SOIL AGGREGATE	100 CY	\$60.00	\$6,000.00	0	100	\$6,000.00
2	LIGHTWEIGHT FLOWABLE FILL	10 CY	\$200.00	\$2,000.00	0	0	\$0.00
3	HOT MIX ASPHALT PAVEMENT REPAIR	85 SY	\$100.00	\$8,500.00	30	85	\$8,500.00
4	CUT AND CAP UNDERDRAIN	1 UN	\$500.00	\$500.00	0	1	\$500.00
5	CONCRETE SIDEWALK, 4" THICK	25 SY	\$100.00	\$2,500.00	0	0	\$0.00
6	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	35 LF	\$30.00	\$1,050.00	0	0	\$0.00
7	FERTILIZING AND SEEDING, TYPE A-3	40 SY	\$5.00	\$200.00	0	0	\$0.00
8	TOPSOILING, 4" THICK	40 SY	\$20.00	\$800.00	0	0	\$0.00
9	EARTH EXCAVATION FOR TEST PITS	6 UN	\$100.00	\$600.00	0	6	\$600.00
10	SAWCUTTING	65 LF	\$10.00	\$650.00	0	65	\$650.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$16,250.00</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$16,250.00</u>
LESS AMOUNT PREVIOUSLY PAID	<u>\$13,250.00</u>
AMOUNT DUE THIS CERTIFICATE	<u>\$3,000.00</u>

SUMMARY

ORIGINAL CONTRACT AMOUNT \$22,800.00
 CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS \$0.00
 AMENDED CONTRACT AMOUNT \$22,800.00



REMINGTON & VERNICK ENGINEERS
CERTIFICATE #2

P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

CERTIFICATE #2

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
PROJECT NUMBER:
 0338T103
CLIENT:
 TOWNSHIP OF WILLINGBORO

Contractor X Antonio Pastors

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	I-14 SOIL AGGREGATE	100	CY	\$60.00	\$6,000.00	0	100	\$6,000.00
2	LIGHTWEIGHT FLOWABLE FILL	10	CY	\$200.00	\$2,000.00	0	0	\$0.00
3	HOT MIX ASPHALT PAVEMENT REPAIR	85	SY	\$100.00	\$8,500.00	30	85	\$8,500.00
4	CUT AND CAP UNDERDRAIN	1	UN	\$500.00	\$500.00	0	1	\$500.00
5	CONCRETE SIDEWALK, 4" THICK	25	SY	\$100.00	\$2,500.00	0	0	\$0.00
6	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	35	LF	\$30.00	\$1,050.00	0	0	\$0.00
7	FERTILIZING AND SEEDING, TYPE A-3	40	SY	\$5.00	\$200.00	0	0	\$0.00
8	TOPSOILING, 4" THICK	40	SY	\$20.00	\$800.00	0	0	\$0.00
9	EARTH EXCAVATION FOR TEST PITS	6	UN	\$100.00	\$600.00	0	6	\$600.00
10	SAWCUTTING	65	LF	\$10.00	\$650.00	0	65	\$650.00

TOTAL AMOUNT COMPLETED TO DATE	\$16,250.00
LESS 0% RETAINAGE	\$0.00
SUBTOTAL	\$16,250.00
LESS AMOUNT PREVIOUSLY PAID	\$13,250.00
AMOUNT DUE THIS CERTIFICATE	\$3,000.00

SUMMARY

ORIGINAL CONTRACT AMOUNT \$22,800.00
 CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS \$0.00
 AMENDED CONTRACT AMOUNT \$22,800.00



REMINGTON & VERNICK ENGINEERS
CERTIFICATE #2

P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
PROJECT NUMBER:
 0338T103
CLIENT:
 TOWNSHIP OF WILLINGBORO

PAYMENTS TO DATE (AMOUNT)

1	\$13,250.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

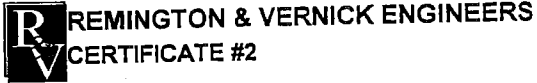
TOTAL PAYMENTS TO DATE (AMOUNT)	<u>\$13,250.00</u>
AMOUNT OF THIS CERTIFICATE	<u>\$3,000.00</u>
TOTAL AMOUNT OF WORK COMPLETED	<u>\$16,250.00</u>
NOTICE TO PROCEED DATE	<u>09/06/11</u>
PROJECT COMPLETION DATE	<u>12/30/11</u>

Thomas Mauge 1/5/2012
 Contract Administrator Date

Thomas Mauge 1/24/12
 Remington & Vernick Inspector Date

Michael Kelly 1/24/12
 Municipal Engineer Date

Michael Kelly 1/24/12
 Remington & Vernick Engineer Date



P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

CERTIFICATE #2

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
 PROJECT NUMBER:
 0338T103
 CLIENT:
 TOWNSHIP OF WILLINGBORO

Contractor X Antonio Pastors

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	I-14 SOIL AGGREGATE	100 CY	\$60.00	\$6,000.00	0	100	\$6,000.00
2	LIGHTWEIGHT FLOWABLE FILL	10 CY	\$200.00	\$2,000.00	0	0	\$0.00
3	HOT MIX ASPHALT PAVEMENT REPAIR	85 SY	\$100.00	\$8,500.00	30	85	\$8,500.00
4	CUT AND CAP UNDERDRAIN	1 UN	\$500.00	\$500.00	0	1	\$500.00
5	CONCRETE SIDEWALK, 4" THICK	25 SY	\$100.00	\$2,500.00	0	0	\$0.00
6	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	35 LF	\$30.00	\$1,050.00	0	0	\$0.00
7	FERTILIZING AND SEEDING, TYPE A-3	40 SY	\$5.00	\$200.00	0	0	\$0.00
8	TOPSOILING, 4" THICK	40 SY	\$20.00	\$800.00	0	0	\$0.00
9	EARTH EXCAVATION FOR TEST PITS	6 UN	\$100.00	\$600.00	0	6	\$600.00
10	SAWCUTTING	65 LF	\$10.00	\$650.00	0	65	\$650.00

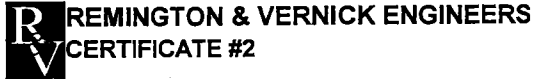
TOTAL AMOUNT COMPLETED TO DATE	\$16,250.00
LESS 0% RETAINAGE	\$0.00
SUBTOTAL	\$16,250.00
LESS AMOUNT PREVIOUSLY PAID	\$13,250.00
AMOUNT DUE THIS CERTIFICATE	\$3,000.00

SUMMARY

ORIGINAL CONTRACT AMOUNT \$22,800.00
 CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
5	\$0.00	

TOTAL CHANGE ORDERS \$0.00
 AMENDED CONTRACT AMOUNT \$22,800.00



REMINGTON & VERNICK ENGINEERS
CERTIFICATE #2

P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
PROJECT NUMBER:
 0338T103
CLIENT:
 TOWNSHIP OF WILLINGBORO

PAYMENTS TO DATE (AMOUNT)

1	\$13,250.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)	<u>\$13,250.00</u>
AMOUNT OF THIS CERTIFICATE	<u>\$3,000.00</u>
TOTAL AMOUNT OF WORK COMPLETED	<u>\$16,250.00</u>
NOTICE TO PROCEED DATE	<u>09/06/11</u>
PROJECT COMPLETION DATE	<u>12/30/11</u>

Timothy Morgan 1/5/2012
 Contract Administrator Date

Thomas Higgins 1/24/12
 Remington & Vernick Inspector Date

Mr. Kelly Va 1/24/12
 Municipal Engineer Date

Mr. Kelly Va 1/24/12
 Remington & Vernick Engineer Date

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 22096

Pay To **PM Construction**
 ADDRESS **1310 Central Avenue**
 **Hillside, New Jersey 07205**
 CITY **908-965-2090**

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Messenger Lane Emergency Road Repairs:		
	Total Amount Completed to Date:		\$16,250.00
	Less 2% Retainage		\$0.00
	Subtotal		\$16,250.00
	Less Amount Previously Paid		\$13,250.00
	Amount Due This Certificate		\$3,000.00

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
 [] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Antonio Venturi

 Signature

 Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature _____

Title _____

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
 Approved for Payment	CHECK No.
 Township Manager	

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, (deceased 2006)
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, LEED
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
Richard Czekanski, PE, CME, BCEE

**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 300-400
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**
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

November 7, 2011

Joanne Diggs, Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

**Re: Township of Willingboro
Messenger Lane Emergency Road Repairs
Certificate #1
RV&A #0338T103**

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Certificate No. 1 along with the contractor's voucher for payment in connection with the above-referenced project, in the amount of \$13,250.00.

If you should have any questions, please contact Timothy Marques at our Cinnaminson office at 856-303-1245.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

KWB/kn

Enclosure

cc: Sarah Wooding, Township Clerk
Richard Brevogel, Director of Public Works
Ray Longmore, RVA
Hasson Shipman, RVA
Timothy Marques, RVA
PM Construction

T:\Willingboro\T-103 Messenger Lane Emergency Road Repair\Inspection & Contract Administration\Payment Certificates\Payment #1 Letter to town.doc

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www.rve.com



REMINGTON & VERNICK ENGINEERS
CERTIFICATE #1

P.M. Construction Corp.
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

PROJECT NAME
 MESSENGER LANE EMERGENCY ROAD REPAIRS
PROJECT NUMBER:
 0338T103
CLIENT:
 TOWNSHIP OF WILLINGBORO

PAYMENTS TO DATE (AMOUNT)

1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)

\$0.00

AMOUNT OF THIS CERTIFICATE

\$13,250.00

TOTAL AMOUNT OF WORK COMPLETED

\$13,250.00

NOTICE TO PROCEED DATE

09/06/11

PROJECT COMPLETION DATE

Timothy Morgan 11/10/11
 Contract Administrator Date

Thomas Stefan 11/8/11
 Remington & Vernick Inspector Date

Michael Kelly 11/11/11
 Municipal Engineer Date

Michael Kelly 11/11/11
 Remington & Vernick Engineer Date

RESOLUTION NO. 2011 - 167

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING AN EMERGENCY CONTRACT FOR REMOVAL AND REPLACEMENT OF THE STORM CULVERT ON EVERGREEN DRIVE

WHEREAS, on or about August 27, 2011, the storm culvert on Evergreen Drive between Edgerly and Executive Lanes collapsed and/or failed as a result of the storm event of Hurricane Irene; and

WHEREAS, the Township's Engineer was satisfied that this created an emergency affecting the public health, safety and welfare; and

WHEREAS, the Township Engineers notified the Department of Environmental Protection (DEP) that the significant erosion and failure of the concrete headwall and culvert pipe occurred; and

WHEREAS, the DEP issued an Emergency Permit for the repairs; and

WHEREAS, in accordance with Local Public Contracts Law NJSA 40A:11-1, et seq., on August 31, 2011, the Township Engineer sent out a detailed project information packet soliciting cost proposals from three firms for the project, which proposals were due on September; and

WHEREAS, on September 1, 2011, the Township Engineer received the following cost proposals for the emergency repairs:

1. P.M. Construction Corp. in the amount of \$158,751.00
2. Universal Constructors, Inc., in the amount of \$159,685.00; and

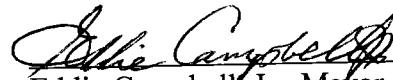
WHEREAS, the Township Engineer reviewed the cost proposals and found that the cost proposal of P.M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205 in the amount of \$158,7751.00 to be reasonable and responsible; and

WHEREAS, the Township's Engineers recommends that the emergency repairs needed at this location be awarded to P.M. Construction Corp., 1310 Central Avenue Hillside, New Jersey 07205 in the amount of \$158,751.00; and

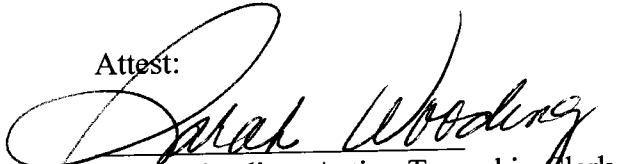
WHEREAS, the Township Council has upon its consideration and review determined to accept the recommendation of the Township Engineer that P.M. Construction Corp., and that it is in the best interest of the Township to accept the proposal of P.M. Construction Corp.

WHEREAS, the award of this contract is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of September, 2011, hereby accepts the proposal of P.M. Construction Corp.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Certification of Availability of Funds

This is to certify to the _____ of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 09/07/11
Resolution Number: 2011-167

Vendor: PM CONST P.M. CONSTRUCTION CORP
1310 CENTRAL AVE
HILLSIDE, NJ 07205

Contract: C1-00008 PM Construction Emerg Repair
Evergreen Dr

Account Number	Amount	Department Description
C-04-55-911-001-001	158,751.00	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	158,751.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Lightfoot

ACTING Chief Financial Officer

NOT NEEDED

RESOLUTION NO. 2011 - 168
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 13th day of Sept., 2011, 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 an 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.

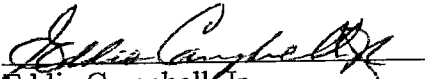
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.

- _____ 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.

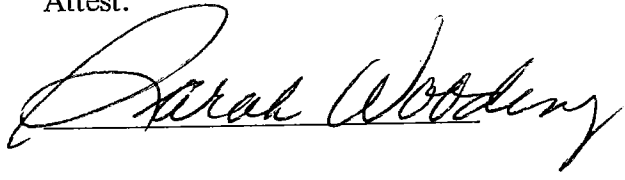
- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or 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 _____

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.


 Eddie Campbell, Jr.
 Mayor

Attest:



Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	_____			
Councilman Ayer	_____			
Councilman Gordon	_____			
Dep. Mayor Jennings	_____			
Mayor Campbell	_____			

Resolution No. 2011-169

A RESOLUTION AUTHORIZING ACCESS TO TYREE ENVIRONMENTAL CORPORATION AND GETTY PETROLEUM MARKETING FOR INSTALLATION OF A GROUND WATER MONITORING WELL AT THE RIGHT OF WAY OF HARRISON DRIVE, WILLINGBORO

WHEREAS, Tyree Environmental Corp. (hereinafter Tyree) on behalf of Getty Petroleum Marketing, Inc. (hereinafter, Getty) has been directed by the New Jersey Department of Environmental Protection (hereinafter, NJDEP) to complete remedial investigations services at the former Getty Service Station located at 450 John F. Kennedy Way, Willingboro in Block 633, Lot 121; and

WHEREAS, the Tyree has sought the Township's authorization to enter and access Township Property to construct one groundwater monitoring well to collect ground water samples at the right of way of Harrison Drive; and

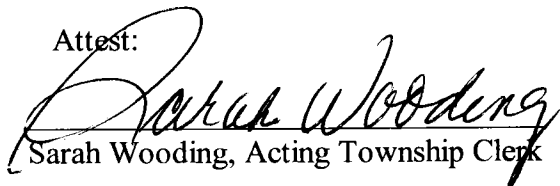
WHEREAS, Tyree has represented to the Township Council by its letter of August 3, 2011 the following: it will obtain all required and necessary state permits and subsurface utility markouts; the ground water monitoring well will be installed by a New Jersey licensed well driller to an approximate depth of approximately 20 feet below the existing surface grade; it will consist of a two foot by two foot concrete pad flush to the ground surface with an eight inch diameter steel manhole flush mounted around the well; and

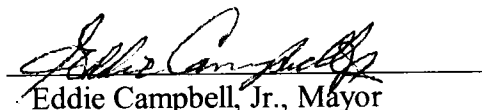
WHEREAS, all proposed work will be conducted in accordance with the Offsite Access Agreement between the Township and Tyree, at no cost to the Township and the Township will assume no liability based on the results of the monitoring well samples.

WHEREAS, the Township Council, in consultation with the Township Engineer, has reviewed and approved the application for the access to the right of way at the intersection of Harrison Drive and John F. Kennedy Way property for this limited purpose.

NOW THEREFORE BE IT RESOLVED THAT, in open public session on this 13th day of September, 2011, the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute the Offsite Access Agreement, subject to the legal review of the Solicitor, and provided that a copy of this resolution shall be provided to Tyree Environmental Corp. for its information and attention.

Attest:


Sarah Wooding, Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

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

September 29, 2011

Darth Stover
Tyree Environmental Corp.
2702 Cindel Drive, Suite 7
Cinnaminson, NJ 08077

Re: Resolution 2011-169

Dear Mr. Stover:

Enclosed is a signed copy of Resolution 2011-169 which was adopted by Willingboro Township Council meeting of September 13, 2011 authorizing access to Tyree Environmental Corporation and Getty Petroleum Marketing for installation of a Ground Water Monitoring Well at the Right of Way of Harrison Drive, Willingboro.

Sincerely,

Sarah Wooding
Township Clerk

Encl.

/vc

cc: Wendell Bibbs, Township Engineer

Tyree Environmental Corp.

2702 Cindel Drive, Suite 7, Cinnaminson, NJ 08077 • Phone: 856-303-2203 • Fax: 856-303-2204

August 22, 2011

Willingboro Township
One Salem Road
Willingboro, New Jersey 08046
Attn: Ms. Sarah Wooding, Township Clerk

*file w/ Resol
169*

RE: Public Notification- Letter
Former Getty Service Station #56023
99 Salem Road
Willingboro Township, Burlington County, NJ
Block 318 Lot 27
NJDEP Case # 87-03-25-11C & 94-03-24-1108
NJDEP PI #010379

SEP 02 2011

Dear Ms. Wooding,

On behalf of Getty Properties Corp. (GPC), enclosed please find copies of the Public Notification Letter Template sent to offsite properties located within a 200-foot radius of the subject site and a list of the recipients within the required 200-foot radius of the above referenced site. In addition, electronic copies of the Public Notification Letter Template and the list of recipients within the required 200-foot radius are included on the enclosed compact disk.

If you have any questions or require additional information, please feel free to contact the Licensed Site Remediation Professional of record, Mr. Gregory C. Carr, at (856) 898-6800 EXT 6210 or Tyree Environmental Corp. (Tyree), on behalf of GPC, at (856) 303-2203, EXT 204.

Sincerely,

TYREE ENVIRONMENTAL CORP.

Robert Hurry Jr.

Robert Hurry Jr.
Project Environmental Scientist

Cc: Kevin Shea/GPC
File

Tyree Environmental Corp.

2702 Cindel Drive, Suite 7, Cinnaminson, NJ 08077 • Phone: 856-303-2203 • Fax: 856-303-2204

August 22, 2011

«Owner»

«Mail_Address»

«Mail_City_State_Zip»

**RE: Public Notification- Letter
Former Getty Service Station #56023
99 Salem Road
Willingboro Township, Burlington County, NJ
Block 318 Lot 27
NJDEP Case #'s 87-03-25-11C & 94-03-24-1108
NJDEP PI #010379**

SEP 02 2011

Dear Neighbor,

This letter is being sent in accordance with New Jersey Department of Environmental Protection (NJDEP) regulations for notification and public outreach. I am writing on behalf of Getty Properties Corp. (GPC) to inform you that we are continuing to work to investigate and remediate environmental contamination (collectively, the Work) at the above-referenced site (the Site). The Work is being performed under rules established by the NJDEP, which has assigned case number's 87-03-25-11C & 94-03-24-1108.

The Work was prompted by the presence in soil and groundwater of the following compounds associated with gasoline: benzene, total xylenes, tertiary-butyl alcohol (TBA), and tentatively identified compounds (TICs). The Work will include periodic collection of groundwater samples and periodic monitoring for liquid phase hydrocarbons.

During the course of the Work, we will provide you with periodic updates about our progress as per the requirements of NJDEP. A copy of any and all our reports regarding the Work will also be made available to Montvale Borough upon request. If you have any questions, please contact the NJDEP Office of Community Relations at 609-984-3081 or 1-800-253-5647. In addition, you may contact the Licensed Site Remediation Professional of record, Mr. Gregory C. Carr, at (856) 898-6800 EXT 6210 or Antea Group, on behalf of GPC, at 1-800-651-3117.

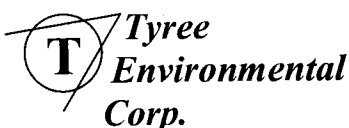
This notification is being provided to you as a public service. We hope the work we are doing will progress smoothly and, in the end, restore the property as a valuable asset to the neighborhood. In the meantime, we appreciate your concerns and your patience and pledge to conduct our work efficiently and as responsible members of the community.

Sincerely yours,



Robert Hurry Jr.
Project Environmental Scientist
Tyree Environmental Corp., on behalf of GPC

cc: NJDEP - Office of Community Relations
Township Clerk - Willingboro Township
Burlington County Health Department
Mr. Kevin Shea - Getty Properties Corp.



List of Properties within 200 Feet of Former Getty S/S 56023, Willingboro, NJ

Block	Lot	Owner	Site Address	Mail Address	Mail City State Zip	Town
405	6	Theodore & Barbara Nixon	50 Windover Lane	50 Windover Lane	Willingboro, NJ 08046	Willingboro
405	7	Gloria & Pettigrew Waller	33 Cypress Lane	33 Cypress Lane	Willingboro, NJ 08046	Willingboro
406	7	John & Clara Stewart	36 Cypress Lane	36 Cypress Lane	Willingboro, NJ 08046	Willingboro
513	1	7-Eleven Inc	96 Salem Road	2711 North Haskell Avenue	Dallas, TX 75204-2906	Willingboro
513	14	DCM A-2, L.L.V	7 Marigold Lane	7 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	15	Kathleen Ford	11 Marigold Lane	11 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	16	Sandra Lewis	15 Marigold Lane	15 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	17	Kevin & Linda Mathis	17 Marigold Lane	17 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	18	Michael & Barbara Curilla	21 Marigold Lane	21 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	19	Kevin & Candise Tanner	23 Marigold Lane	23 Marigold Lane	Willingboro, NJ 08046	Willingboro
513	20	Joe & Helen Schuler	27 Marigold Lane	27 Marigold Lane	Willingboro, NJ 08046	Willingboro
318	1	Anthony V. Balboni	74 Pheasant Lane	6002 Route 130 North	Delran, NJ 08075	Willingboro
318	2	Juan Santiago	78 Pheasant Lane	78 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	3	Donna Frederick	80 Pheasant Lane	80 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	4	Jesus Gutierrez	84 Pheasant Lane	84 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	5	William A. Jonesee	86 Pheasant Lane	86 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	6	Maryann Morgan	88 Pheasant Lane	88 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	7	Richard Bostic	90 Pheasant Lane	90 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	8	Robin & Walraud Josey	94 Pheasant Lane	94 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	9	Raymond & Joan Urban	96 Pheasant Lane	96 Pheasant Lane	Willingboro, NJ 08046	Willingboro
318	27	Sunpreet Enterprises, Inc	99 Salem Road	3 Liberty Terrace	Delran, NJ 08075	Willingboro
317	1	Ernesto & Nereida Huertas	78 Pheasant Lane	78 Pheasant Lane	Willingboro, NJ 08046	Willingboro

SEP 02 2011

**OFFSITE ACCESS AGREEMENT
BETWEEN
THE TOWNSHIP OF WILLINGBORO AND
TYREE ENVIRONMENTAL CORPORATION AND/OR
GETTY PETROLEUM MARKETING INC.**

This Agreement between the Township of Willingboro, a municipal corporation of the State of New Jersey, located at One Salem Road, Willingboro, New Jersey 08046, (hereinafter Township) and Tyree Environmental Corp. and Getty Petroleum Marketing, Inc., their consulting firm and subcontractors shall serve as a grant of offsite access in accordance with the following terms and conditions.

Recitals

WHEREAS, Tyree Environmental Corp. (hereinafter, Tyree) on behalf of Getty Petroleum Marketing, Inc. (hereinafter, Getty) has been directed by the New Jersey Department of Environmental Protection (hereinafter, NJDEP) to complete remedial investigations services at the former Getty Service Station #56028, located at 420 John F. Kennedy Way, Willingboro in Block 633, Lot 121; and

WHEREAS, Tyree has sought the Township's authorization to enter and access Township Property to construct proposed groundwater monitoring wells to collect groundwater samples at the right of way of Harrison Drive; and

WHEREAS, the purpose of the installation of the monitoring wells is for groundwater delineation for the Former Getty Service Station # 56028 which is located across Harrison Drive; and

WHEREAS, Tyree has provided the Township Engineer and Township Council with a copy of the aerial map and a site plan with the approximate measurements of the proposed monitoring well locations for approval from the Township; and

WHEREAS, the Township Council, in consultation with the Township Engineer, has reviewed the site plan and Tyree's application for the access to the right of way of Harrison Drive for the construction of the groundwater monitoring wells for this limited purpose, and have approved same.

For good and valuable consideration, the parties agree:

1. The Township hereby authorizes Tyree, on behalf of Getty, to enter the Township's Property located at the right of way of Harrison Drive, Willingboro, New Jersey to install ground water monitoring wells provided that:
2. Tyree agrees to use the traffic controls required by the Township in the construction of the ground water monitoring wells to ensure public safety.

3. To the fullest extent permitted by law Tyree, Getty, their agents, assigns, contractors and/or consultants shall indemnify and hold harmless the Township, its consultants, agents, representatives and employees from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the access and construction of the groundwater monitoring wells, wherever located on Township property, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the ground water monitoring well itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of Tyree and/or Getty's contractor, consultant or anyone directly or indirectly employed or retained by the Tyree and/or Getty, or anyone for whose acts Tyree and/or Getty may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Tyree and/or Getty shall further indemnify and hold harmless the Township, Township's consultants, agents, representative and employees from and against any and all claims damages, losses, costs, and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Township, its consultants, agents, representatives, or employees and arises out of the construction of these ground water monitoring wells, or the work performed on these ground water monitoring wells and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.
4. The groundwater monitoring well, identified as MW-10, upon the site plan attached hereto, shall be installed in accordance with the site plans provided by Tyree and approved by the Township Council and the Township Engineer.
5. Tyree and/or Getty, its consultants, agents or employees will obtain any and all required and necessary state permits and subsurface utility markouts, the ground water monitoring wells shall be installed by a New Jersey licensed well driller to an approximate depth of up to 25 feet below the existing surface grade. The ground water monitoring wells shall be installed in accordance with the industry standard materials for such monitoring wells of the depth and size, required, sealed with a metal casting hatch and locked when not in use.
6. When the ground water monitoring wells are no longer necessary for the environmental investigation, as required by the New Jersey Department of Environmental Protection, Tyree and/or Getty shall remove the well from the

Township property and return the property to pre-existing conditions to the greatest extent possible, including the replacement of sod.

In witness whereof the parties hereby certify by their signatures below that, they are duly authorized to execute this agreement on behalf of the corporation(s) the corporation or Municipal Corporation on this 13th day of September, 2011.

Attested:

Township of Willingboro


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

Witnesseth:

Tyree Environmental Corporation

As Agent, on behalf of Tyree
Environmental Corporation

ACKNOWLEDGMENT

STATE OF

ss.

COUNTY OF

On this, the _____ day of 2011, _____ personally came before me, the undersigned, a Notary Public, who acknowledged under oath, to my satisfaction that:

1. _____ is the _____ of Tyree Environmental Corporation, and on behalf of Getty Petroleum Marketing, Inc., the corporations so named in this agreement.
2. As _____ s/he is authorized to execute the foregoing instrument for the purposes contained therein; and
3. This Agreement was signed and delivered by and on behalf of the Corporations named herein as their voluntary acts.

Subscribed and sworn to before me on:

Date: _____

Notary Public Seal
My commission expires:



TOWNSHIP OF WILLINGBORO

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

*File of
Resol. 159*

September 16, 2011

*9/28/11 once signed pls
Rel send letter
of corrected
Resol #*

Dareth Stover
Project Environmental Scientist
Tyree Environmental Corp
2702 Cindel Drive, Suite 7
Cinnaminson, NJ 08077

Dear Mr. Stover:

Enclosed please find one original and three (3) certified copy of Resolution #2011-¹⁶⁹~~159~~ Authorizing access to Tyree Environmental Corporation and Getty Petroleum Marketing for Installation of a Ground Water Monitoring Well at the Right of Way Harrison Drive, in Willingboro adopted by Willingboro Township Council at their meeting of September 13, 2011.

Once you have signed off please return the two (2) completely executed copies to this office.

If you have any questions do not hesitate to call.

Sincerely,

Sarah Wooding / VC

Sarah Wooding
Township Clerk

/vc
Encl.
cc: Cristal Bowie

cc: h. Brewogel

Tyree Environmental Corp.

2702 Cindel Drive Suite 7, Cinnaminson, NJ 08077 Phone: (856) 303-2203 Fax: (856) 303-2204

December 8, 2011

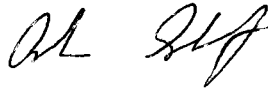
Willingboro Township
One Salem Road
Willingboro, New Jersey 08046
Attn: Ms. Sarah Wooding, Township Clerk

**RE: Former Getty Service Station #56023
99 Salem Road
Willingboro Township, Burlington County, NJ
NJDEP Case # 87-03-25-11C & 94-03-24-1108
NJDEP PI #010379**

Dear Ms. Wooding:

Tyree Environmental Corp., on behalf of Getty Realty Corp., has enclosed the Receptor Evaluation Form for the above referenced site. If you have any questions, or require additional information, please do not hesitate to contact the undersigned at (856) 303-2203 ext. 202 or via email at ASTretz@tyreeorg.com.

Sincerely,
TYREE ENVIRONMENTAL CORP.



Adam Stretz
Project Environmental Scientist

cc: Kevin Shea/Getty Realty Corp.
Electronic File (56023)



**New Jersey Department of Environmental Protection
Site Remediation Program**

RECEPTOR EVALUATION FORM

Non-LSRP (Existing Cases) LSRP Subsurface Evaluator

Date Stamp
(For Department use only)

SECTION A. SITE NAME AND LOCATION

Site Name: Foermer Getty Service Station # 56023

List all AKAs: Jersey Gas

Street Address: 99 Salem Road

Municipality: Willingboro (Township, Borough or City)

County: Burlington Zip Code: 08046

Mailing Address if different than street address: _____

Program Interest (PI) Number(s): 010379 Case Tracking Number(s): _____

The purpose of this form is to document the existence of receptors and the actions taken to protect receptors. A Receptor Evaluation (RE) is required unless an unrestricted remedial action is completed before the due date of the **initial** RE. At the time of the initial or interim RE the NJDEP acknowledges that the remedial investigation may not be fully complete. Complete the RE in accordance with requirements and timeframes in the Technical Requirements for Site Remediation and is an ongoing process as the extent of contamination is defined. The Receptor Evaluation should be submitted within the Mandatory Timeframes.

Initial RE Submission Interim RE Submission
 No Change (if no change, indicate last RE date and skip to Section G: 02/25/2011)

SECTION B. ON SITE AND SURROUNDING PROPERTY USE

1. Identify any sensitive populations/uses that are currently on-site or surrounding property usage within 200 feet of the site boundary (check all that apply):

	On-site	Off-site
None of the following	<input type="checkbox"/>	<input type="checkbox"/>
Residences or residential property	<input type="checkbox"/>	<input type="checkbox"/>
Public or Private Schools grades K-12	<input type="checkbox"/>	<input type="checkbox"/>
Child care centers	<input type="checkbox"/>	<input type="checkbox"/>
Public parks, playgrounds or other recreation areas	<input type="checkbox"/>	<input type="checkbox"/>
Other sensitive population use(s) Explain _____	<input type="checkbox"/>	<input type="checkbox"/>

If any of the above applies, attach a list of addresses, facility names, type of use, and a map depicting each location relative to the site.

2. Current site uses (check all that apply):

Industrial Residential Commercial Agricultural
 School or child care Government Park or recreational use
 Vacant Other: _____

3. Planned future site uses and off-site use within 200 ft of site boundary (check all that apply):

Industrial Residential Commercial Agricultural
 School or child care Government Park or recreational use
 Vacant Other: _____

Provide a map depicting the location of the proposed changes in land use.

SECTION C. DESCRIPTION OF CONTAMINATION

1. Identify if any of the following exist at the site (check all that apply):
- Free product [N.J.A.C. 7:26E-1.8] identified is LNAPL* or DNAPL**. Date identified: _____
 - Residual product [N.J.A.C. 7:26E-1.8]
 - Other high concentration source materials not identified above (e.g., buried drums, containers, unsecured friable asbestos)
- Explain: _____
- * LNAPL – measured thickness of .01 feet or more
- **DNAPL – See US EPA DNAPL Overview
2. If this evaluation is submitted with a technical document that includes contaminant summary information, proceed to Section D. Otherwise attach a brief summary of all currently available data and information to be included in the site investigation or remedial investigation report.

SECTION D. GROUND WATER USE

1. Has the requirement for ground water sampling been triggered? Yes No Unknown
If "No," proceed to Section F. If "Unknown," explain: _____
2. Is Ground water contaminated above the Ground Water Remediation Standards [N.J.A.C.7:9C]? Yes No Unknown
Or Awaiting laboratory data with the expected due date: _____
If "Yes," provide the date that the laboratory data was available and confirmed contamination above the Ground Water Remediation Standards. Date: _____
If "Unknown," explain: _____
If "No," or awaiting laboratory data proceed to Section F.
3. Has a well search been completed? Yes No
Date of most recent or updated well search: _____
Identify if any of the following conditions exist based on the well search [N.J.A.C.7:26E-1.17(a)] (check all that apply):
- Potable wells located within 1000 feet from the downgradient edge of the currently known extent of contamination.
 - Potable well located 250 feet upgradient or 500 feet side gradient of the currently known extent of contamination.
 - Ground water contamination is located within a wellhead protection area Tier 1 or Tier 2 (WHPA).
Tier: Identify if **Tier 1** or **Tier 2** .
4. Is a completed Well Search Spreadsheet or historical well search table attached and has an electronic copy of the spreadsheet been submitted to srggis@dep.state.nj.us. Yes No
If "No," explain: _____
5. Are any private potable or irrigation wells located within ½ mile of the currently known extent of contamination? Yes No
If "Yes," was a door to door survey completed? Yes No
If survey was not completed explain: _____
6. Has sampling been conducted of potable well(s) and /or non-potable use well(s)? Yes No
If "No," provide justification then proceed to Section E.
7. Has contamination been identified in potable well(s) above Ground Water Remediation Standards that is not suspected to be from the site? (If "Yes," provide justification) Yes No
8. Has contamination been identified in potable well(s) that is above the Ground Water Remediation Standards or Federal Drinking Water Standards? Yes No
Provide date laboratory data was received: _____
Or awaiting laboratory data with the expected due date: _____

If "Yes" for potable well contamination **not attributable to background**, follow the IEC Guidance Document at http://www.nj.gov/dep/srp/guidance/srra/iec_guidance_draft.pdf for required actions and answer the following:

Has an engineered system response action been completed on all receptors? Yes No
Provide a brief narrative description:

Date completed: _____ NJDEP Case Manager: _____

9. Were Non-potable use well(s) sampled and results were above Class II Ground Water Remediation Standards? Yes No

Provide date laboratory data was received: _____

Or awaiting laboratory data with the expected due date: _____

SECTION E. VAPOR INTRUSION (VI)

1. Contaminants present in ground water exceed Vapor Intrusion Ground Water Screening Levels that trigger a VI evaluation. (see NJDEP Vapor Intrusion Guidance).... Yes No Unknown

Or Awaiting laboratory data and the expected due date: _____

Provide the date that the laboratory data was available and confirmed contamination above the Vapor Intrusion Trigger Levels. Date: _____

If "No," or awaiting laboratory data, proceed to Section F.

2. Was a site specific screening level developed for the evaluation of the VI pathway? Yes No

3. Identify and locate on a scaled map any structures/sensitive populations that exist within the following distances from ground water contamination with concentrations above the Vapor Intrusion Ground Water Screening Levels or specific threats (check all that apply):

- 30 feet of dissolved petroleum hydrocarbon contamination in ground water
- 100 feet of any free product or any non-petroleum dissolved volatile organic ground water contamination
- No structures exist within the specified distances

Other existing conditions

- Unsaturated zone contamination
- Landfills on or adjacent to site
- Elemental mercury
- Other _____
- Methanogenic conditions
- Elevated soil gas or indoor vapors
- Basement or sump contains contaminated ground water or product

4. The vapor intrusion pathway is a concern at or adjacent to the site (if "No," attach justification) Yes No

5. Has vapor intrusion sampling of the structure(s) been conducted? Yes No N/A
If "No," or "N/A," proceed to #10

6. Has indoor air sampling been conducted at the identified structure(s)? Yes No
If "No," proceed to #10

7. Has indoor air contamination been identified but not suspected to be from the site? (if "Yes," attach justification) Yes No

8. Indoor air results were above the NJDEP's Vapor Intrusion Rapid Action Levels. Yes No

Provide the date that the laboratory data was available and confirmed contamination above the Vapor Intrusion Rapid Action Levels. Date: _____

Or Awaiting laboratory data with the expected due date: _____

If "Yes" to #8 above, follow the IEC Guidance Document at http://www.nj.gov/dep/srp/guidance/srra/iec_guidance_draft.pdf for required actions.

The IEC receptor engineering system response for receptor control was implemented for all identified structures Yes No

Date: _____ NJDEP Case Manager: _____

9. Indoor air sampling was conducted and results were above the NJDEP's Indoor Air Screening Levels but at or below the proposed vapor intrusion Rapid Action Levels..... Yes No

Provide the date that the laboratory data was available. Date: _____

Or Awaiting laboratory data with the expected due date: _____

If "Yes" to #9 above, answer the following:

Has the Vapor Concern Response Action Form notifying the NJDEP of the exceedances been submitted? Yes No

Date: _____

Has a plan to mitigate and monitor the exposure been submitted? Yes No

Date: _____

Has the Mitigation Response Action Report been submitted? Yes No

Date: _____

10. The vapor intrusion investigation is being completed and/or stepping out as part of the site investigation or remedial investigation. (If "No," attach justification) Yes No

SECTION F. ECOLOGICAL RECEPTORS

1. Has a baseline Ecological Evaluation (BEE) has been conducted? [N.J.A.C. 7:26E-3.11] Yes No

Date conducted: _____

2. Do the results of a BEE trigger a remedial investigation of ecological receptors? [N.J.A.C. 7:26E-4.7] Yes No

3. Has a remedial investigation of ecological receptors been conducted? Yes No

Date conducted: _____

4. Provide the name(s) of any surface water body on or within 200 feet of the site:

5. Is free product or residual product located within 100 feet from an ecological receptor?..... Yes No

6. Does available data indicate an impact on ecological receptor(s), surface water or sediment? Yes No

SECTION G. PERSON RESPONSIBLE FOR CONDUCTING THE REMEDIATION INFORMATION AND CERTIFICATION

Full Legal Name of the Person Responsible for Conducting the Remediation: Getty Realty Corp.

Representative First Name: Brad Representative Last Name: Fisher

Title: Portfolio Manager

Phone Number: (800) 477-7411 Ext: _____ Fax: _____

Mailing Address: 500 Summit Lake Drive

City/Town: Vahalla State: New York Zip Code: 10595

Email Address: Brad.Fisher@anteagroup.com

This certification shall be signed by the person responsible for conducting the remediation who is submitting this notification in accordance with Administrative Requirements for the Remediation of Contaminated Sites rule at N.J.A.C. 7:26C-1.5(a).

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, including all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, to the best of my knowledge, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Signature:  Date: 12/5/11

Name/Title: Brad Fisher / Portfolio Manager No Changes Since Last Submittal.

SECTION H. LICENSED SITE REMEDIATION PROFESSIONAL INFORMATION AND STATEMENT

LSRP ID Number: 509756
First Name: Gregory Last Name: Carr
Phone Number: (856) 838-6800 Ext: 6210 Fax: (856) 898-6801
Mailing Address: 3000 Midlantic Drive, Suite 105
City/Town: Mount Laurel State: NJ Zip Code: 08054
Email Address: gcarr@tyreeorg.com

This statement shall be signed by the LSRP who is submitting this notification in accordance with SRRRA Section 16 d. and Section 30 b.2.

I certify that I am a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C to conduct business in New Jersey. As the Licensed Site Remediation Professional of record for this remediation, I:

[SELECT ONE OR BOTH OF THE FOLLOWING AS APPLICABLE]:

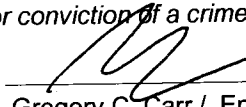
- directly oversaw and supervised all of the referenced remediation, and/or*
- personally reviewed and accepted all of the referenced remediation presented herein.*

I believe that the information contained herein, and including all attached documents, is true, accurate and complete.

It is my independent professional judgment and opinion that the remediation conducted at this site, as reflected in this submission to the Department, conforms to, and is consistent with, the remediation requirements in N.J.S.A. 58:10C-14.

My conduct and decisions in this matter were made upon the exercise of reasonable care and diligence, and by applying the knowledge and skill ordinarily exercised by licensed site remediation professionals practicing in good standing, in accordance with N.J.S.A. 58:10C-16, in the State of New Jersey at the time I performed these professional services.

I am aware pursuant to N.J.S.A. 58:10C-17 that for purposely, knowingly or recklessly submitting false statement, representation or certification in any document or information submitted to the board or Department, etc., that there are significant civil, administrative and criminal penalties, including license revocation or suspension, fines and being punished by imprisonment for conviction of a crime of the third degree.

LSRP Signature:  Date: 11-22-11
LSRP Name/Title: Gregory C. Carr / Environmental Group Manager **No Changes Since Last Submittal**
Company Name: Tyree Environmental Corp.

Submit this form to the assigned case manager, municipal clerk and designate health department. If there is no assigned case manager, submit this form to:

Bureau of Case Assignment & Initial Notice
Site Remediation Program
NJ Department of Environmental Protection
401-05H
PO Box 420
Trenton, NJ 08625-0420

* * * Communication Result Report (Nov. 2. 2011 9:45AM) * * *

1}

Date/Time: Nov. 2. 2011 9:40AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
4072	Memory TX	8777755	P. 13	OK	

Reason for error

m. 1) Hang up or line fail	E. 2) Busy
m. 3) No answer	E. 4) No facsimile connection
m. 5) Exceeded max. E-mail size	

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Cristal Bowie
 COMPANY: _____
 DATE: 11-2-11
 TO FAX NO. 877-7755

FROM: Vanessa Clarkin EXT. 1029 PAGES 13
 SUBJECT: As per your request
Sarah Thank you

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made ~~October 25th~~ ^{September 13th} 2011 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF WILLINGBORO**, 1 Salem Road, Willingboro, New Jersey 08046 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days

thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal or the Consultant in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 90 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bare their own costs for presentation of their case to the arbitration.

16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
18. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
20. This Agreement may be terminated by either party, by giving three months advanced written notice to the other, to the address and in the form as set forth in Paragraph 23 below, provided however, that no such termination take effect unless and until an alternate Administrative Agent has been selected by the Township and approved by all required governmental authorities.
21. Term. This Agreement shall become effective on the 13th day of September 2011, and shall have a term of one year. Unless terminated for other reasons, this Agreement may automatically be renewed with Council's approval for [INSERT NUMBER] one successive terms of [INSERT NUMBER] one years each.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF WILLINGBORO 1 Salem Road Willingboro, New Jersey 08046
Attention: Gerard Velázquez, III President/CEO	Attention: Sarah Wooding Township Clerk

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

Attest [Signature]

For TRIAD ASSOCIATES
[Signature]
Gerard Velázquez, III
President/CEO
Date: 11/2/11

Attest [Signature]
Township Clerk

For TOWNSHIP OF WILLINGBORO
[Signature]
By: Eddie Campbell, Jr.
Mayor
Date: October 25, 2011

ACKNOWLEDGEMENTS

On this the 25 day of October, 2011 before me came Eddie Campbell Jr. known and known to me to be the Mayor of the Township of Willingboro, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

[Signature]
NOTARY PUBLIC
GERISE MEISEL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 26, 2012

On this the 2nd day of November 2011 before me came Gerard Velazquez, III known and known to me to be the President/CEO of Triad Associates, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has signed said Agreement on behalf of said Administrative Agent and is authorized do execute the Agreement for the purposes stated therein.

[Signature]
NOTARY PUBLIC
MONICA A. WEST
Notary Public of New Jersey
I.D. # 2354281
Commission Expires 1/9/2012

EXHIBIT A DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated made 13th Sept 2011 between TRIAD ASSOCIATES ("Consultant"), and TOWNSHIP OF WILLINGBORO, NEW JERSEY ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

1. The Consultant, upon the request of the Principal and subject to the Department of Community Affairs' (DCA's) approval, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:
 - a. Affirmative Marketing
 - i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
 - ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the DCA; and
 - iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - b. Household Certification
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households;
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.

c. Affordability Controls

- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- iv. Communicating with lenders regarding foreclosures; and
- v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

d. Resale and Rental

- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

e. Processing Requests from Unit Owners

- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
- iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

f. Enforcement

- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

- iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - vi. Establishing a rent-to-equity program;
 - vii. Creating and publishing a written operating manual, as approved by the DCA, setting forth procedures for administering such affordability controls; and
 - viii. Providing annual reports to the DCA as required.
- g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
2. Principal's Responsibilities. The Principal shall:
- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
 - b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
 - c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
 - d. Compile, verify, and submit annual reports as required by the DCA;
 - e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
 - f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
 - g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
 - h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.
3. Agency Enforcement and Delegation. Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.
4. Assignment of Affordable Housing Units. This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act:
- a) All of the affordable units to be constructed in the Atlantic Delta project. As per the terms of the Settlement Agreement entered into between the Township and Atlantic Delta Corp. on December 12, 2007, Atlantic Delta Corp. will pay for all of the costs Consultant incurs as to administering the affordable units of this project.

- b) All of the affordable units in any and all supportive and special needs housing located in the Township.
 - c) All of the age-restricted affordable units in the Campbell Senior Housing Complex.
 - d) All of the family rental affordable units to be constructed in the Rose Street project. As per the terms of the Developer's Agreement entered into between the Township and KC Builders on February 14, 2008, KC Builders will pay for all of the costs Consultant incurs as to administering the affordable units of this project.
 - e) All of the units in any rental rehabilitation program created by the Township.
 - f) All of the for-sale units that have been rehabilitated through the Burlington County Rehabilitation Program.
 - g) Any and all other affordable units located in, or to be constructed in, the Township, other than the 11 unit gut rehabilitation program which is currently being administered by Community Grants, Planning and Housing ("CPG&H"). Consultant will still be responsible, however, for gathering required documentation from CPG&H on the gut rehabilitation program, for required year end reporting to the DCA.
5. Public Records – Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Principal as defined by N.J.S.A. 47:3-16, and are legal property of the Principal. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
6. Required Affordable Housing Manuals. Consultant will prepare all of the manuals required by current COAH and UHAC regulations to implement the Township's affordable housing program. This includes, but is not limited to, an Affordability Assistance Manual, an Operating Manual for Rental Rehabilitation Units and an Operating Manual for Rental Projects.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated made ~~October~~ ^{Sept.} 13, 2011, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF WILLINGBORO, NEW JERSEY** ("Principal").

For the purposes of this engagement, a budget of \$25,000 should be set aside to complete the Township specific items. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- Consultant will be paid on an hourly basis at a flat rate of \$100.00 per hour. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall pay invoices upon receipt.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, DHL, United States Postal Service Next Day Service, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) electronic copy of final application, study or final work product for the Principal's file.



cc: [unclear]
11/7/11

NOV 07 2011

November 4, 2011

Sarah Wooding
Acting Township Clerk
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

**Re: Contract for Professional Services
Township of Willingboro – Administrative Agent (Resolution #2011-170)**

Dear Ms. Wooding,

Pursuant to your letter dated October 31, 2011, please find enclosed the following:

- Fully executed Agreement for Certified Administrative Agent for the administration of the Township's affordable housing units.

Sincerely,

Morica West
Executive Assistant

/mw

Enclosure



TOWNSHIP OF WILLINGBORO

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



October 31, 2011

Sent Certified

Triad Associates
1301 W. Forest Grove Road
Bldg. #3
Vineland, NJ 08360

Dear Sir/Madam:

Enclosed please find three original (3) certified copy of Professional Service Agreement made between Triad Advisory Service, Inc. adopted by Willingboro Township Council at their meeting of September 13, 2011.

Also attached is a copy of Resolution #2011-170 adopted by Willingboro Township Council meeting September 13, 2011 appointing Triad Associates as the Certified Administrative Agent for the Administration of the Township's Affordable Housing Units.

Once you have signed off please return one (1) completed executed copy to this office.

If you have any questions do not hesitate to call.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

2011-09-13 9:00 AM

RESOLUTION NO. 2011 – 170

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO APPOINTING TRIAD ASSOCIATES AS THE CERTIFIED ADMINISTRATIVE AGENT FOR THE ADMINISTRATION OF THE TOWNSHIP'S AFFORDABLE HOUSING UNITS

WHEREAS, the planning Board of the Township of Willingboro adopted a Housing Element and Fair Share Plan, endorsed by the Township Council on December 23, 2008;

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Township of Willingboro is implementing a program to provide affordable housing units to low- and moderate-income households desiring to live within the Township; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, in August 2009, Hon. John Sweeney issued a court order approving a settlement agreement in the case of Atlantic Delta Corp. at Montgomery Inc. v. Township of Willingboro and Planning Board of Willingboro, BUR-L-001593-05, a Mount Laurel case; and

WHEREAS, the Township executed a Redevelopment Agreement with Willingboro Associates, LLC, which also required that the Township appoint an Administrative Agent for the units in the Township's affordable housing program upon the request of the developer; and

WHEREAS, Willingboro Associates requested that the township appoint a Certified Administrative Agent in July, 2011; and

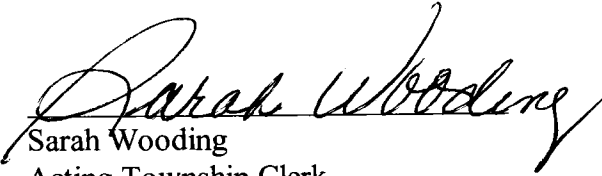
WHEREAS, the Township Clerk advertised a Request for Qualifications for a Certified Administrative Agent on July 27, 2011, for which responses were due on August 19, 2011; and

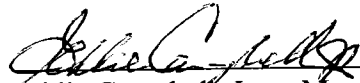
WHEREAS, the Township Council reviewed the responses and selected Triad Associates to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing units within the Township of Willingboro.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of September 2011, on behalf of the Council that Triad Associates are appointed to be the Administrative Agent for the Township; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to executed a contract with Triad Associates, subject to the review and approval of the legal department; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Triad Associates; to Jeffrey R. Surenian, Esquire and Associates; and to Willingboro Associates, LLC for their information and attention.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

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

September 29, 2011

Jeffrey R. Surenian & Esquire and Associates
707 Union Avenue
Suite 301
Brielle, NJ 08730

Re: Resolution #2011-170

Dear Mr. Surenian:

Enclosed is a signed copy of Resolution #2011-170 which was adopted by Willingboro Township Council meeting September 13, 2011 appointing Triad Associates as the Certified Administrative Agent for the Administration of the Township's Affordable Housing Unites.

Sincerely,

Sarah Wooding
Township Clerk

Encl.
/vc
cc: Triad Associates



TOWNSHIP OF WILLINGBORO

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



October 31, 2011

Sent Certified

Triad Associates
1301 W. Forest Grove Road
Bldg. #3
Vineland, NJ 08360

Dear Sir/Madam:

Enclosed please find three original (3) certified copy of Professional Service Agreement made between Triad Advisory Service, Inc. adopted by Willingboro Township Council at their meeting of September 13, 2011.

Also attached is a copy of Resolution #2011-170 adopted by Willingboro Township Council meeting September 13, 2011 appointing Triad Associates as the Certified Administrative Agent for the Administration of the Township's Affordable Housing Units.

Once you have signed off please return one (1) completed executed copy to this office.

If you have any questions do not hesitate to call.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

RESOLUTION 2011-- 171

**RESOLUTION FOR INCREASING BID THRESHOLD
AND APPOINTING A QUALIFIED PURCHASING AGENT
(Pursuant to N.J.S.A. 40A: 11-3a and N.J.A.C 5:34-5 et seq.)**

WHEREAS, the recent changes to the Local Public Contracts Law gave local contracting units the ability to increase their bid threshold up to \$25,000; and

WHEREAS, N.J.S.A.40A:11-3a and Willingboro Township Ordinance 2009-26, permits an increase in the bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.A.C.5:34-5 et seq. Establishes the criteria for qualifying as a Qualified Purchasing Agent; and


WHEREAS, Linda F. Berger, QPA, and RPPO possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C.5:34-5 et seq; and

WHEREAS, Willingboro Township desires to take advantage of the increased bid threshold;

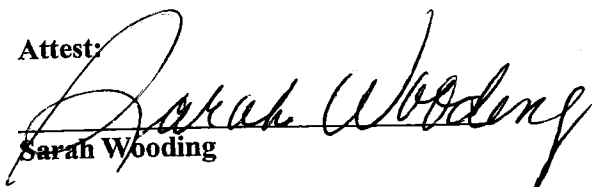
NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Willingboro Township, in the County of Burlington, in the State of New Jersey hereby increases its bid threshold to \$36,000; and

BE IT FURTHER RESOLVED, that pursuant to Willingboro Ordinance 2009—26 that the governing body hereby appoints Linda F. Berger, QPA, and RPPO as the Qualified Purchasing Agent to exercise the duties of a purchasing agent pursuant to N.J.S.A. 40A:11-2(30), with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the contracting unit; and

BE IT FURTHER RESOLVED, that in accordance with N.J.A.C.5:34-5.2 the local unit Clerk is hereby authorized and directed to forward a certified copy of this resolution and copy of Linda F. Berger's certification to the Director of the Division of Local Government Services.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding

Acting Township Clerk I Sarah Wooding, Clerk of the Willingboro Township, in the County of Burlington, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

governing body of the Willingboro Township, County of Burlington, State of New Jersey at a regular meeting of said governing body held on September 27, 2011.



TOWNSHIP OF WILLINGBORO

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

September 29, 2011

Director of the Division of Local
Government Services
P. O. Box 803
Trenton, NJ 08625

Re: Resolution #2011-171

Dear Sir/Madam:

Enclosed is a signed copy of Resolution 2011-171 which was adopted by Willingboro Township Council meeting of September 27, 2011 for increasing Bid Threshold and appointing a Qualified Purchasing Agent.

Sincerely,

Sarah Wooding
Township Clerk

Encl.
/vc

cc: Linda F. Berger, Purchasing Agent
Barbara Lightfoot, Finance Department

RESOLUTION 2011— 172

AS ORDERED
9/27/11

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1

NSP PROJECT---47 HILLCREST LANE

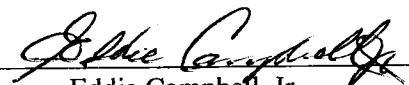
WHEREAS, Willingboro Township Council by Resolution No. 2011—72 awarded a bid to J. H. Williams Ent., 231 Haines Drive, Moorestown, New Jersey 08057 in the amount of \$69,670 (base price) and \$4,650 (optional items should the Township decide to include them) as per the recommendation of CGP&H's letter dated March, 16, 2011 for a total of \$74,320; and

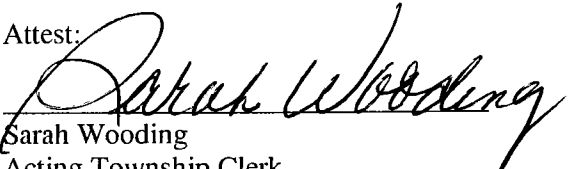
WHEREAS, the Rehabilitation Project Manager has submitted paperwork for **Change Order No. 1**, which indicated subtraction cost of \$5,320 (based on work change) for an **Adjusted Contract Amount of \$69,000** as per the Rehabilitation Program Manager's memo received August 15, 2011; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE Township Council of the Township of Willingboro, assembled in public session of the 27th day of September, that the above change order be approved.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director and Rehabilitation Project Manager for their information.


Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

**WILLINGBORO TOWNSHIP
HOUSING REHABILITATION PROGRAM**

CHANGE ORDER AUTHORIZATION

Case No. 47 Hillcrest

Contractor: JH Williams Enterprises
231 Haines Drive, Moorestown, NJ 08057

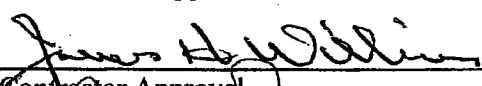
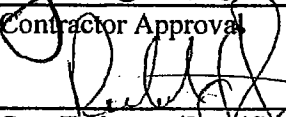

DESCRIPTION OF WORK – CHANGE ORDER #1

1. Delete Item #5 - Tank less water heater from the scope of work. (- \$3,400.00)
2. Furnish and install gas fired 40 gallon tank type water heater. (+ \$2,200.00)
3. Delete item #8 - Roofing from the scope of work. (- \$10,200.00)
4. Repair all puncture roofing shingles, secure all nail pops, and apply mildewicide as required to eliminate the mold growth on the roof surface. (+ \$1,380.00)
5. Furnish and install the following items in the hall bathroom; new tub with drain pipe, complete new tub faucet, new medicine cabinet, new floor tiles. Remove and reinstall the existing toilet. (+ \$ 1,940.00)
6. Remove and replace the vinyl floor tiles in the kitchen using vinyl tiles using in stock color and pattern. Flooring allowance is \$2.70 per square foot. (+ \$1,580.00)
7. Remove all paint from front concrete patio. (+ \$ 760.00)
8. Install sheet metal to cover exterior wall adjacent to AC condenser. Paint sheet metal to match siding. (+ \$70.00)
9. Replace electrical wiring for light fixture located at front wall of garage to be code compliant. (+ \$350.00)

\$ 74,320.00 Original Contract Price

\$ 5,320.00 (-) Change

\$ 69,000.00 Revised Contract Price

Homeowner Approval	Date
	8-9-11
Contractor Approval	Date
	8-11-11
Cost Estimator/Specifications Writer Approval	Date
	8-15-11
Rehabilitation Program Manager Approval	Date

Certification of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

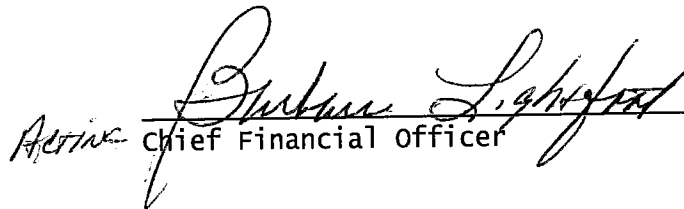
Resolution Date: 09/27/11
Resolution Number: 2011-169

Vendor: J J WILL J.H. WILLIAMS ENTERPRISES INC
231 HAINES DRIVE
MOORESTOWN, NJ 08057

Contract: C1-00003 NSP- 47 HILLCREST LANE

Account Number	Amount	Department Description
G-01-41-873-000-001	5,320.00-	Neighborhood Stabilization Grant
Total	5,320.00-	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Acting Chief Financial Officer

Township of Willingboro
Resolution No. 173

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE FY 2012 NJDOT TRUST FUND
RESURFACING OF CHARLESTON ROAD PROJECT.

WHEREAS, there exists a need to resurface Charleston Road starting from Levitt Parkway
(County Route 629) to John F. Kennedy Way (County Route 633).

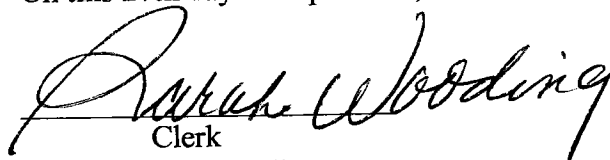
WHEREAS, this project will improve the condition of the road and benefit the motoring public.

NOW, THEREFORE, BE IT RESOLVED that Council of the Township of Willingboro formally
approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an
electronic grant application identified as MA-2012-Willingboro Township-00494 to the New
Jersey Department of Transportation on behalf of the Township of Willingboro.

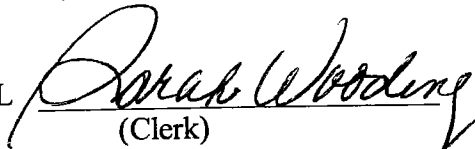
BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant
agreement on behalf of the Township of Willingboro and that their signature constitutes
acceptance of the terms and conditions of the grant agreement and approves the execution of the
grant agreement.

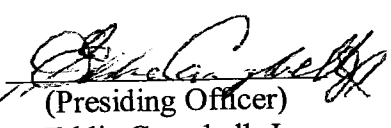
Certified as a true copy of the Resolution adopted by the Council
On this 27th day of September, 2011


Clerk
Sarah Wooding

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute
acceptance of the terms and conditions of the grant agreement and approve the execution of the
grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL


(Clerk)
Sarah Wooding


(Presiding Officer)
Eddie Campbell, Jr.
Mayor

Township of Willingboro
Resolution No. 173

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE FY 2012 NJDOT TRUST FUND
RESURFACING OF CHARLESTON ROAD PROJECT.

WHEREAS, there exists a need to resurface Charleston Road starting from Levitt Parkway
(County Route 629) to John F. Kennedy Way (County Route 633).

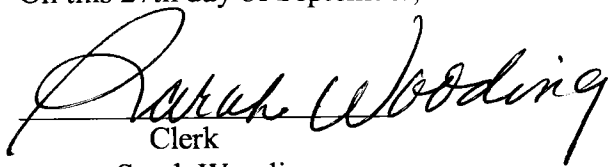
WHEREAS, this project will improve the condition of the road and benefit the motoring public.

NOW, THEREFORE, BE IT RESOLVED that Council of the Township of Willingboro formally
approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an
electronic grant application identified as MA-2012-Willingboro Township-00494 to the New
Jersey Department of Transportation on behalf of the Township of Willingboro.

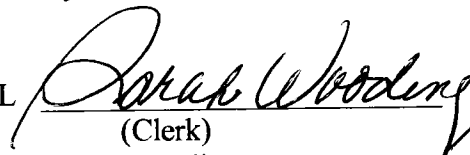
BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant
agreement on behalf of the Township of Willingboro and that their signature constitutes
acceptance of the terms and conditions of the grant agreement and approves the execution of the
grant agreement.

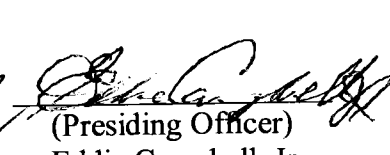
Certified as a true copy of the Resolution adopted by the Council
On this 27th day of September, 2011


Clerk
Sarah Wooding

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute
acceptance of the terms and conditions of the grant agreement and approve the execution of the
grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL


(Clerk)
Sarah Wooding


(Presiding Officer)
Eddie Campbell, Jr.
Mayor

Sarah Wooding

From: Sean.Brigandi@rve.com
Sent: Tuesday, September 20, 2011 9:36 AM
To: swooding@willingborotwp.org
Cc: Wendell_Bibbs@rve.com
Subject: Resolution for FY 2012 NJDOT Grant Application
Attachments: E-ResolutionForSAGE.doc

Sarah,

As we discussed, please find the attached resolution to be added to the agenda and approved at the next meeting. This resolution is for the FY 2012 NJDOT Grant Application to resurface Charleston Road. Once signed and sealed three (3) originals need to be submitted to the Local Aid District Office. If you have any questions, please do not hesitate to contact me.

Sincerely,

Sean Brigandi, E.I.T.
Remington, Vernick, & Arango Engineers, Inc.
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

(P) 856-303-1245 ext. 1514
(F) 856-303-1249
Sean.Brigandi@rve.com

"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and destroy and delete any copies you may have received."

For more information on Remington & Vernick Engineers visit our website at:

<http://www.rve.com>



TOWNSHIP OF WILLINGBORO

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

October 4, 2011

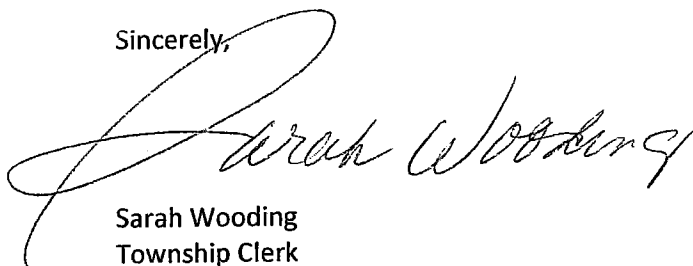
Mr. Vincent Masciandaro
NJDOT
District Four, Cherry Hill
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002

Re: Resolution 2011-173

Dear Mr. Masciandaro:

Enclosed is (3) certified original copy of Resolution 2011-173 which was adopted by Willingboro Township Council meeting September 27, 2011 for approval to submit a Grant Application and execute a Grant Contract with the New Jersey Department of Transportation for the FY 2012 NJDOT Trust Fund Resurfacing of Charleston Road Project.

Sincerely,



Sarah Wooding
Township Clerk

Encl.

/vc

ding

Sean.Brigandi@rve.com
Tuesday, September 20, 2011 9:36 AM
swooding@willingborotwp.org
Wendell_Bibbs/rve@rve.com
Resolution for FY 2012 NJDOT Grant Application
E-ResolutionForSAGE.doc

COPY

To:
Subject:
Attachments:

Sarah,

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*get address for &
do letter re:*

Resol. 173

Sincerely,

Sean Brigandi, E.J.T.
Remington, Vernick, & Arango Engineers, Inc.
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

(P) 856-303-1245 ext. 1514
(F) 856-303-1249
Sean.Brigandi@rve.com

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TOWNSHIP OF WILLINGBORO

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



September 29, 2011

Sean Brigandi, E.I.T
Remington, Vernick, & Arango Engineers, Inc.
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

Re: Resolution #2011-173

Dear Mr. Brigandi:

Enclosed is a signed copy of Resolution 2011-173 which was adopted by Willingboro Township Council on September 27, 2011 for approval to submit a Grant Application and Execute a Grant Contract with The New Jersey Department of Transportation for the FY 2012 NJDOT Trust Fund Resurfacing of Charleston Road Project.

Sincerely,


Sarah Wooding
Township Clerk

Encl.
/vc

Sarah Wooding

From: Sean.Brigandi@rve.com
Sent: Tuesday, September 20, 2011 9:36 AM
To: swooding@willingborotwp.org
Cc: Wendell_Bibbs/rve@rve.com
Subject: Resolution for FY 2012 NJDOT Grant Application
Attachments: E-ResolutionForSAGE.doc

Sarah,

As we discussed, please find the attached resolution to be added to the agenda and approved at the next meeting. This resolution is for the FY 2012 NJDOT Grant Application to resurface Charleston Road. Once signed and sealed three (3) originals need to be submitted to the Local Aid District Office. If you have any questions, please do not hesitate to contact me.

Sincerely,

✓ This is the address

Sean Brigandi, E.I.T.
Remington, Vernick, & Arango Engineers, Inc.
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

(P) 856-303-1245 ext. 1514
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For more information on Remington & Vernick Engineers visit our website at:

<http://www.rve.com>

Handwritten notes:
Township of Willingboro
03/22/2011

RESOLUTION NO. 2011 - 174
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDDING THE
BID FOR THE PERSONAL PROTECTIVE EQUIPMENT GEAR RACK
SYSTEMS PROJECT

WHEREAS, the Township of Willingboro solicited sealed proposals for the Personal Protective Equipment Gear Rack Systems Project for the Fire Department on August 26, 2011; and

WHEREAS, the Township received and opened the bids on September 15, 2011; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and


WHEREAS, the Township reviewed and tabulated the bids received and found the lowest responsible bidder to be Continental Fire & Safety, Inc., 180 Volusia Avenue, Trenton, New Jersey 08610 Attn: Gregory Gore, in the amount of \$20,190.00; and; and

WHEREAS, the Township Council has upon its consideration and review determined that Continental Fire & Safety, Inc. is the lowest responsible bidder and that it is in the best interest of the Township to accept the bid of Continental Fire & Safety, Inc.

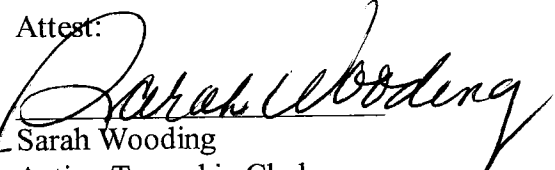
WHEREAS, the award of this bid is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of September, 2011, hereby accepts the bid of Continental Fire & Safety, Inc., and

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



Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 09/27/11
Resolution Number: 2011-171

Vendor: CONTIO40 CONTINENTAL FIRE & SAFETY INC.
180 VOLUSIA AVE.
TRENTON, NJ 086102826

Contract: C1-00011 CONTINENTAL FIRE-PROTECTIVE
GEAR

Account Number	Amount	Department Description
C-04-55-907-000-004	20,190.00	GENERAL CAPITAL 2007
Total	20,190.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Lightfoot

Chief Financial Officer



TOWNSHIP OF WILLINGBORO

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

September 29, 2011

Continental Fire & Safety, Inc.
180 Volusia Avenue
Trenton, NJ 08610

Re: Resolution #2011-174

Dear Mr. Gregory Gore:

Enclosed is a signed copy of Resolution 2011-174 which was adopted by Willingboro Township Council meeting of September 27, 2011 awarding the Bid for The Personal Protection Equipment Gear Rack Systems Project.

Sincerely,

Sarah Wooding
Township Clerk

Encl.
/vc

cc: Barbara Lightfoot, Finance Department
Anthony Burnett, Fire Department Chief

00 : 10

RESOLUTION NO. 2011 - 175

**RESOLUTION RESCINDING RESOLUTION NO. 2011-160 AND CORRECTING
THE RESOLUTION APPOINTING TRIAD ASSOCIATES AS THE
CERTIFIED ADMINISTRATIVE AGENT FOR THE ADMINISTRATION
OF THE TOWNSHIP'S AFFORDABLE HOUSING UNITS**

WHEREAS, the planning Board of the Township of Willingboro adopted a Housing Element and Fair Share Plan, endorsed by the Township Council on December 23, 2008;

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Township of Willingboro is implementing a program to provide affordable housing units to low- and moderate-income households desiring to live within the Township; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, in August 2009, Hon. John Sweeney issued a court order approving a settlement agreement in the case of Atlantic Delta Corp. at Montgomery Inc. v. Township of Willingboro and Planning Board of Willingboro, BUR-L-001593-05, a Mount Laurel case; and

WHEREAS, the Township executed a Redevelopment Agreement with Willingboro Associates, LLC, which also required that the Township appoint an Administrative Agent for the units in the Township's affordable housing program upon the request of the developer; and

WHEREAS, Willingboro Associates requested that the township appoint a Certified Administrative Agent in July, 2011; and

WHEREAS, the Township Clerk advertised a Request for Qualifications ("RFQ") for a Certified Administrative Agent on July 27, 2011, for which responses were due on August 19, 2011; and

WHEREAS, the Township Council reviewed the responses and selected Triad Associates to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing units within the Township of Willingboro.

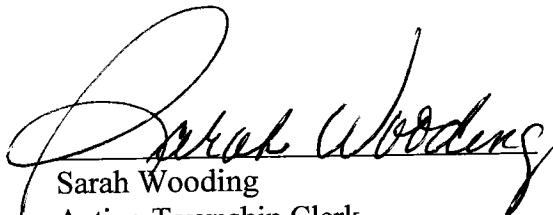
WHEREAS, the Township Council resolution No. 2011- 160 was incomplete; and


WHEREAS, it is the Council's intention to enter into a contract with Triad Associates based upon their response to the RFQ, effective September 13th, 2011, as of the date of Resolution 2011-160 and to authorize the Mayor to enter into the contract for these services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of September 2011, on behalf of the Council that Triad Associates are appointed to be the Administrative Agent for the Township; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to executed a contract with Triad Associates attached hereto, subject to the review and approval of the legal department; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Triad Associates; to Jeffrey R. Surenian, Esquire and Associates; and to Willingboro Associates, LLC for their information and attention.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

PROFESSIONAL SERVICE AGREEMENT

Sept. 13th
2011

This Professional Service Agreement ("Agreement") made ~~October 25th~~, 2011 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF WILLINGBORO**, 1 Salem Road, Willingboro, New Jersey 08046 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A - Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days


- thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
 7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
 8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
 9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
 10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
 11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
 12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
 13. This contract may not be assigned by the Principal or the Consultant in whole or in part, without the prior written consent of Consultant.
 14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 90 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
 15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bare their own costs for presentation of their case to the arbitration.

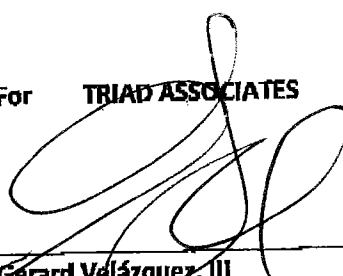
- 16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
- 17. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 18. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 19. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
- 20. This Agreement may be terminated by either party, by giving three months advanced written notice to the other, to the address and in the form as set forth in Paragraph 23 below, provided however, that no such termination take effect unless and until an alternate Administrative Agent has been selected by the Township and approved by all required governmental authorities.
- 21. Term. This Agreement shall become effective on the 13th day of September, 2011, and shall have a term of one year. Unless terminated for other reasons, this Agreement may automatically be renewed with Council's approval for [INSERT NUMBER] one successive terms of [INSERT NUMBER] one years each.
- 22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:


To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF WILLINGBORO 1 Salem Road Willingboro, New Jersey 08046
Attention: Gerard Velázquez, III President/CEO	Attention: Sarah Wooding Township Clerk


or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

Attest 

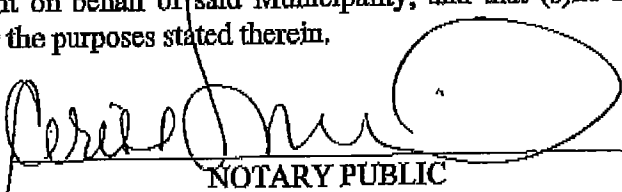
For TRIAD ASSOCIATES

Gerard Velázquez, III
President/CEO
Date: 11/2/11

Attest 
Township Clerk

For TOWNSHIP OF WILLINGBORO

By: Eddie Campbell, Jr.
Mayor
Date: October 25, 2011

ACKNOWLEDGEMENTS

On this the 25 day of October, 2011 before me came Eddie Campbell Jr. known and known to me to be the Mayor of the Township of Willingboro, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC
GERISE MEISEL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 26, 2012

On this the 2ND day of November, 2011 before me came Gerard Velazquez, III known and known to me to be the President/CEO of, Triad Associates, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has signed said Agreement on behalf of said Administrative Agent and is authorized do execute the Agreement for the purposes stated therein.



NOTARY PUBLIC
MONICA A. WEST
Notary Public of New Jersey
I.D. # 2354281
Commission Expires 1/9/2012

EXHIBIT A
DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated made 13th Sept 2011, between **TRIAD ASSOCIATES ("Consultant")**, and **TOWNSHIP OF WILLINGBORO, NEW JERSEY ("Principal")**.

For the following project, Principal agrees to retain Consultant to provide these services:

1. The Consultant, upon the request of the Principal and subject to the Department of Community Affairs' (DCA's) approval, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:
 - a. Affirmative Marketing
 - i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
 - ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the DCA; and
 - iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - b. Household Certification
 - i. Soliciting, scheduling, conducting and following up on Interviews with interested households;
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.

c. Affordability Controls

- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- iv. Communicating with lenders regarding foreclosures; and
- v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

d. Resale and Rental

- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

e. Processing Requests from Unit Owners

- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
- iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

f. Enforcement

- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

- iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
- vi. Establishing a rent-to-equity program;
- vii. Creating and publishing a written operating manual, as approved by the DCA, setting forth procedures for administering such affordability controls; and
- viii. Providing annual reports to the DCA as required.

g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. Principal's Responsibilities. The Principal shall:

- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- d. Compile, verify, and submit annual reports as required by the DCA;
- e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
- f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
- g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

3. Agency Enforcement and Delegation. Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

4. Assignment of Affordable Housing Units. This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act:

- a) All of the affordable units to be constructed in the Atlantic Delta project. As per the terms of the Settlement Agreement entered into between the Township and Atlantic Delta Corp. on December 12, 2007, Atlantic Delta Corp. will pay for all of the costs Consultant incurs as to administering the affordable units of this project.

- b) All of the affordable units in any and all supportive and special needs housing located in the Township.
 - c) All of the age-restricted affordable units in the Campbell Senior Housing Complex.
 - d) All of the family rental affordable units to be constructed in the Rose Street project. As per the terms of the Developer's Agreement entered into between the Township and KC Builders on February 14, 2008, KC Builders will pay for all of the costs Consultant incurs as to administering the affordable units of this project.
 - e) All of the units in any rental rehabilitation program created by the Township.
 - f) All of the for-sale units that have been rehabilitated through the Burlington County Rehabilitation Program.
 - g) Any and all other affordable units located in, or to be constructed in, the Township, other than the 11 unit gut rehabilitation program which is currently being administered by Community Grants, Planning and Housing ("CPG&H"). Consultant will still be responsible, however, for gathering required documentation from CPG&H on the gut rehabilitation program, for required year end reporting to the DCA.
5. Public Records – Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Principal as defined by N.J.S.A. 47:3-16, and are legal property of the Principal. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
6. Required Affordable Housing Manuals. Consultant will prepare all of the manuals required by current COAH and UHAC regulations to implement the Township's affordable housing program. This includes, but is not limited to, an Affordability Assistance Manual, an Operating Manual for Rental Rehabilitation Units and an Operating Manual for Rental Projects.

**EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT**

Attached to and made a part of the Agreement dated made ~~October~~ ^{Sept.} 13, 2011, between TRIAD ASSOCIATES ("Consultant"), and TOWNSHIP OF WILLINGBORO, NEW JERSEY ("Principal").

For the purposes of this engagement, a budget of \$25,000 should be set aside to complete the Township specific items. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

Principal agrees to pay the Consultant as follows:

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- Consultant will be paid on an hourly basis at a flat rate of \$100.00 per hour. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

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- Principal shall pay invoices upon receipt.

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COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) electronic copy of final application, study or final work product for the Principal's file.

08/25/08

This was sent email via Linda B 11/14/11

Taxpayer Identification# 232-150-310/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
TRIAD ADVISORY SERVICES, INC.

JRADE NAME:
TRIAD ASSOCIATES

ADDRESS:
1301 W FOREST GROVE RD STE 3
VINELAND NJ 08360-1501

SEQUENCE NUMBER:
0089810

EFFECTIVE DATE:
03/14/90

ISSUANCE DATE:
08125108 **9--9**

Director
New Jersey Division of Revenue

FORM-BRC

(04-06) - D20304

This Certificate is NOT assignable or transferable

electronically displayed

RESOLUTION NO. 2011 - 175

**RESOLUTION RESCINDING RESOLUTION NO. 2011-160 AND CORRECTING
THE RESOLUTION APPOINTING TRIAD ASSOCIATES AS THE
CERTIFIED ADMINISTRATIVE AGENT FOR THE ADMINISTRATION
OF THE TOWNSHIP'S AFFORDABLE HOUSING UNITS**

WHEREAS, the planning Board of the Township of Willingboro adopted a Housing Element and Fair Share Plan, endorsed by the Township Council on December 23, 2008;

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Township of Willingboro is implementing a program to provide affordable housing units to low- and moderate-income households desiring to live within the Township; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, in August 2009, Hon. John Sweeney issued a court order approving a settlement agreement in the case of Atlantic Delta Corp. at Montgomery Inc. v. Township of Willingboro and Planning Board of Willingboro, BUR-L-001593-05, a Mount Laurel case; and

WHEREAS, the Township executed a Redevelopment Agreement with Willingboro Associates, LLC, which also required that the Township appoint an Administrative Agent for the units in the Township's affordable housing program upon the request of the developer; and

WHEREAS, Willingboro Associates requested that the township appoint a Certified Administrative Agent in July, 2011; and

WHEREAS, the Township Clerk advertised a Request for Qualifications ("RFQ") for a Certified Administrative Agent on July 27, 2011, for which responses were due on August 19, 2011; and

WHEREAS, the Township Council reviewed the responses and selected Triad Associates to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing units within the Township of Willingboro.

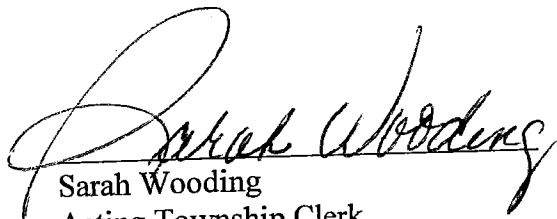
WHEREAS, the Township Council resolution No. 2011- 160 was incomplete; and


WHEREAS, it is the Council's intention to enter into a contract with Triad Associates based upon their response to the RFQ, effective September 13th, 2011, as of the date of Resolution 2011-160 and to authorize the Mayor to enter into the contract for these services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of September 2011, on behalf of the Council that Triad Associates are appointed to be the Administrative Agent for the Township; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to executed a contract with Triad Associates attached hereto, subject to the review and approval of the legal department; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Triad Associates; to Jeffrey R. Surenian, Esquire and Associates; and to Willingboro Associates, LLC for their information and attention.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made ~~October 25th~~ ^{Sept. 13th} 2011 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF WILLINGBORO**, 1 Salem Road, Willingboro, New Jersey 08046 ("Principal").

~~The Principal desires to engage the professional services of Consultant as described in "Exhibit A - Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and~~

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days

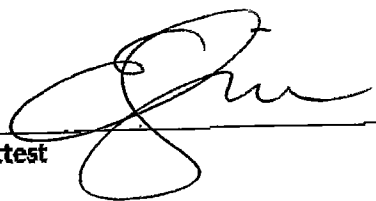
- thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
 7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
 8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
 9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
 10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
 11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
 12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B - Compensation and Method of Payment" that is attached and made a part of this Agreement.
 13. This contract may not be assigned by the Principal or the Consultant in whole or in part, without the prior written consent of Consultant.
 14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 90 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
 15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bare their own costs for presentation of their case to the arbitration.

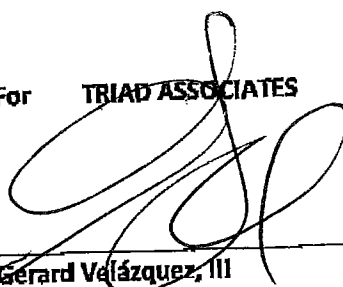
- 16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
- 17. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 18. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 19. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
- 20. This Agreement may be terminated by either party, by giving three months advanced written notice to the other, to the address and in the form as set forth in Paragraph 23 below, provided however, that no such termination take effect unless and until an alternate Administrative Agent has been selected by the Township and approved by all required governmental authorities.
- 21. Term. This Agreement shall become effective on the 13th day of September, 2011, and shall have a term of one year. Unless terminated for other reasons, this Agreement may automatically be renewed with Council's approval for [INSERT NUMBER] one successive terms of [INSERT NUMBER] one years each.
- 22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

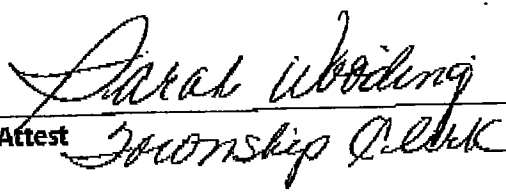
To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF WILLINGBORO 1 Salem Road Willingboro, New Jersey 08046
Attention: Gerard Velázquez, III President/CEO	Attention: Sarah Wooding Township Clerk


or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

Attest 

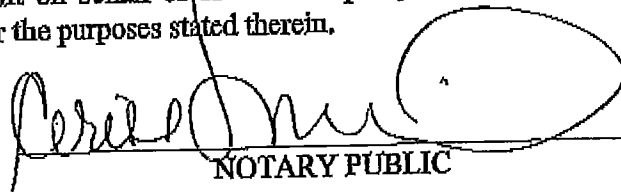
For TRIAD ASSOCIATES

Gerard Velázquez, III
President/CEO
Date: 11/2/11

Attest 
Township Clerk

For TOWNSHIP OF WILLINGBORO

By: Eddie Campbell, Jr.
Mayor
Date: October 25, 2011

ACKNOWLEDGEMENTS

On this the 25 day of October, 2011 before me came Eddie Campbell Jr. known and known to me to be the Mayor of the Township of Willingboro, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of (said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC
CERRISE MEISEL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 26, 2012

On this the 2ND day of November, 2011, before me came Gerard Velazquez, III known and known to me to be the President/CEO of Triad Associates, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has signed said Agreement on behalf of said Administrative Agent and is authorized do execute the Agreement for the purposes stated therein.


NOTARY PUBLIC
MONICA A. WEST
Notary Public of New Jersey
I.D. # 2354281
Commission Expires 1/9/2012

EXHIBIT A DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated made 13th Sept, 2011, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF WILLINGBORO, NEW JERSEY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

1. The Consultant, upon the request of the Principal and subject to the Department of Community Affairs' (DCA's) approval, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:
 - a. Affirmative Marketing
 - i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
 - ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the DCA; and
 - iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - b. Household Certification
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households;
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.

c. Affordability Controls

- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- iv. Communicating with lenders regarding foreclosures; and
- v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

d. Resale and Rental

- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

e. Processing Requests from Unit Owners

- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
- iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

f. Enforcement

- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

- iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
- vi. Establishing a rent-to-equity program;
- vii. Creating and publishing a written operating manual, as approved by the DCA, setting forth procedures for administering such affordability controls; and
- viii. Providing annual reports to the DCA as required.

g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. **Principal's Responsibilities.** The Principal shall:

- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- d. Compile, verify, and submit annual reports as required by the DCA;
- e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
- f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
- g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

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COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) electronic copy of final application, study or final work product for the Principal's file.

RESOLUTION NO. 2011 - 175

**RESOLUTION RESCINDING RESOLUTION NO. 2011-160 AND CORRECTING
THE RESOLUTION APPOINTING TRIAD ASSOCIATES AS THE
CERTIFIED ADMINISTRATIVE AGENT FOR THE ADMINISTRATION
OF THE TOWNSHIP'S AFFORDABLE HOUSING UNITS**

B.H.
COPY

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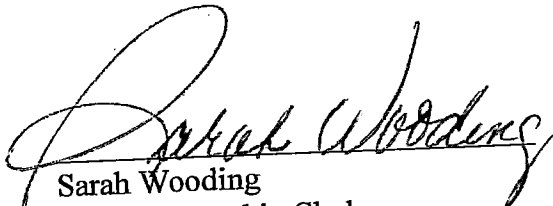
WHEREAS, the Township Council resolution No. 2011- 160 was incomplete; and

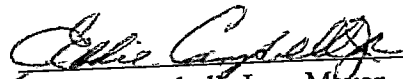
WHEREAS, it is the Council's intention to enter into a contract with Triad Associates based upon their response to the RFQ, effective September 13th, 2011, as of the date of Resolution 2011-160 and to authorize the Mayor to enter into the contract for these services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of September 2011, on behalf of the Council that Triad Associates are appointed to be the Administrative Agent for the Township; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to executed a contract with Triad Associates attached hereto, subject to the review and approval of the legal department; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Triad Associates; to Jeffrey R. Surenian, Esquire and Associates; and to Willingboro Associates, LLC for their information and attention.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

PROFESSIONAL SERVICE AGREEMENT

Sept. 13th
October 25th

This Professional Service Agreement ("Agreement") made ~~October~~ *Sept. 13th* 2011 between TRIAD ADVISORY SERVICES, INC. (trading as TRIAD ASSOCIATES), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and TOWNSHIP OF WILLINGBORO, 1 Salem Road, Willingboro, New Jersey 08046 ("Principal").

~~The Principal desires to engage the professional services of Consultant as described in "Exhibit A - Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and~~

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days



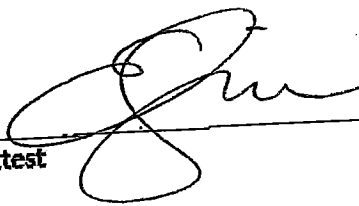
- thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
 7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
 8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
 9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
 10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
 11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
 12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B - Compensation and Method of Payment" that is attached and made a part of this Agreement.
 13. This contract may not be assigned by the Principal or the Consultant in whole or in part, without the prior written consent of Consultant.
 14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 90 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
 15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bare their own costs for presentation of their case to the arbitration.

- 16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
- 17. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 18. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
- 19. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
- 20. This Agreement may be terminated by either party, by giving three months advanced written notice to the other, to the address and in the form as set forth in Paragraph 23 below, provided however, that no such termination take effect unless and until an alternate Administrative Agent has been selected by the Township and approved by all required governmental authorities.
- 21. Term. This Agreement shall become effective on the 13th day of September, 2011, and shall have a term of one year. Unless terminated for other reasons, this Agreement may automatically be renewed with Council's approval for [INSERT NUMBER] one successive terms of [INSERT NUMBER] one years each.
- 22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

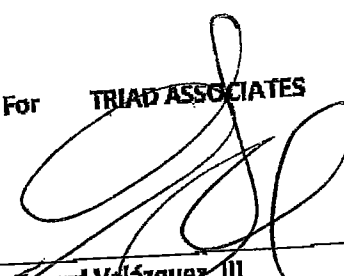
To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF WILLINGBORO 1 Salem Road Willingboro, New Jersey 08046
Attention: Gerard Velázquez, III President/CEO	Attention: Sarah Wooding Township Clerk

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

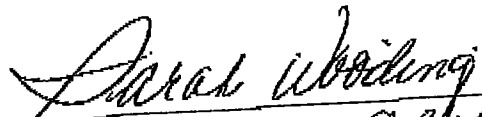
Attest 

For TRIAD ASSOCIATES


Gerard Velázquez, III
President/CEO

Date: 11/2/11

For TOWNSHIP OF WILLINGBORO

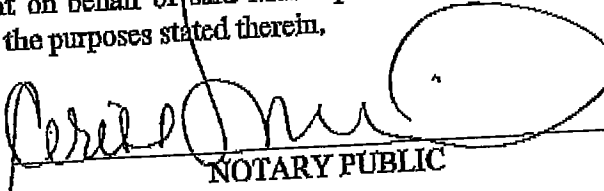
Attest 
Township Clerk

By: 
Eddie Campbell, Jr.
Mayor

Date: October 25, 2011


ACKNOWLEDGEMENTS

On this the 25 day of October, 2011 before me came Eddie Campbell Jr. known and known to me to be the Mayor of the Township of Willingboro, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of (said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC

NOTARY PUBLIC OF NEW JERSEY
GERISE MEISEL
COMMISSION EXPIRES AUGUST 26, 2012

On this the 2ND day of November, 2011, before me came Gerard Velazquez, III known and known to me to be the President/CEO of, Triad Associates, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has signed said Agreement on behalf of said Administrative Agent and is authorized do execute the Agreement for the purposes stated therein.


NOTARY PUBLIC

MONICA A. WEST
Notary Public of New Jersey
I.D. # 2354281
Commission Expires 1/9/2012

EXHIBIT A

DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated made 13th Sept, 2011, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF WILLINGBORO, NEW JERSEY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

1. The Consultant, upon the request of the Principal and subject to the Department of Community Affairs' (DCA's) approval, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:
 - a. Affirmative Marketing
 - i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
 - ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the DCA; and
 - iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - b. Household Certification
 - i. Soliciting, scheduling, conducting and following up on Interviews with interested households;
 - ii. Conducting Interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.

c. Affordability Controls

- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- iv. Communicating with lenders regarding foreclosures; and
- v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

d. Resale and Rental

- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

e. Processing Requests from Unit Owners

- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
- iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

f. Enforcement

- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

- iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
- vi. Establishing a rent-to-equity program;
- vii. Creating and publishing a written operating manual, as approved by the DCA, setting forth procedures for administering such affordability controls; and
- viii. Providing annual reports to the DCA as required.

g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. **Principal's Responsibilities.** The Principal shall:

- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- d. Compile, verify, and submit annual reports as required by the DCA;
- e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
- f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
- g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

3. **Agency Enforcement and Delegation.** Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

4. **Assignment of Affordable Housing Units.** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act:

- a) All of the affordable units to be constructed in the Atlantic Delta project. As per the terms of the Settlement Agreement entered into between the Township and Atlantic Delta Corp. on December 12, 2007, Atlantic Delta Corp. will pay for all of the costs Consultant incurs as to administering the affordable units of this project.

- b) All of the affordable units in any and all supportive and special needs housing located in the Township.
 - c) All of the age-restricted affordable units in the Campbell Senior Housing Complex.
 - d) All of the family rental affordable units to be constructed in the Rose Street project. As per the terms of the Developer's Agreement entered into between the Township and KC Builders on February 14, 2008, KC Builders will pay for all of the costs Consultant incurs as to administering the affordable units of this project.
 - e) All of the units in any rental rehabilitation program created by the Township.
 - f) All of the for-sale units that have been rehabilitated through the Burlington County Rehabilitation Program.
 - g) Any and all other affordable units located in, or to be constructed in, the Township, other than the 11 unit gut rehabilitation program which is currently being administered by Community Grants, Planning and Housing ("CPG&H"). Consultant will still be responsible, however, for gathering required documentation from CPG&H on the gut rehabilitation program, for required year end reporting to the DCA.
5. Public Records -- Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Principal as defined by N.J.S.A. 47:3-16, and are legal property of the Principal. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
6. Required Affordable Housing Manuals. Consultant will prepare all of the manuals required by current COAH and UHAC regulations to implement the Township's affordable housing program. This includes, but is not limited to, an Affordability Assistance Manual, an Operating Manual for Rental Rehabilitation Units and an Operating Manual for Rental Projects.

**EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT**

Attached to and made a part of the Agreement dated made ~~October~~ ^{Sept.} 13, 2011, between TRIAD ASSOCIATES ("Consultant"), and TOWNSHIP OF WILLINGBORO, NEW JERSEY ("Principal").

For the purposes of this engagement, a budget of \$25,000 should be set aside to complete the Township specific items. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- Consultant will be paid on an hourly basis at a flat rate of \$100.00 per hour. This does not include the Atlantic Delta and Rose Street projects discussed in Exhibit A, as the developer's of those projects are responsible for Consultant's fees as to the affordable units in those projects.

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall pay invoices upon receipt.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, DHL, United States Postal Service Next Day Service, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) electronic copy of final application, study or final work product for the Principal's file.

NOT NEEDED

RESOLUTION NO. 2011 - 176
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 27th day of Sept, 2011, 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.

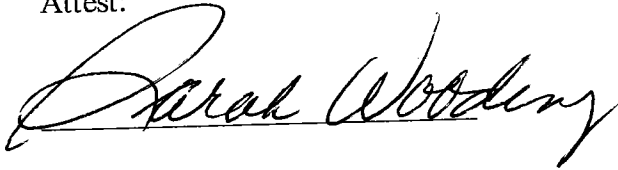
- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or 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 _____

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.


 Eddie Campbell, Jr.
 Mayor

Attest:



Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	_____	_____	_____	_____
Councilman Ayer	_____	_____	_____	_____
Councilman Gordon	_____	_____	_____	_____
Dep. Mayor Jennings	_____	_____	_____	_____
Mayor Campbell	_____	_____	_____	_____

MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

Counselors at Law
79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

BARBARA ANN JOHNSON-STOKES
Email: bajs@armstronglawfirm.com



+ MEMBER NJ & NY BARS

NOV 15 2011

November 10, 2011

VIA FACSIMILE (856) 848-5002

Douglas M. Long, Esquire
Long Marmero & Associates LLP
44 Euclid Street
Woodbury, New Jersey 08096

See
Resolution
2011-177

RE: Appointment as EDC Counsel

Dear Mr. Long:

I am happy to inform you that the Township Council has appointed your firm to serve as Economic Development Counsel to the Township of Willingboro effective September 27, 2011. Please be advised that your responsibilities are limited to assisting the Township in the creation of an Economic Development Corporation (EDC), advising the EDC and attending EDC meetings as required by the EDC board once created. Please note the goals of EDC as noted in the attached proposed by-laws. Your responsibilities as EDC counsel are distinct from the responsibilities assigned to redevelopment counsel.

Also, please note that the resolution states that your firm is appointed "provided that the funds utilized to pay Economic Development Counsel shall be from independent financial sources and not from the Township's budget."

If you have any questions or need further information regarding your firm's appointment, do not hesitate to contact me.

Very truly yours,


Michael A. Armstrong

MAA:reh

Cc: Eddie Campbell, Mayor
Twp. Council
Joanne Diggs, Twp. Manager

*EC
Council
D.W.
file*

Resolution No. 2011-177

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS FOR
ECONOMIC DEVELOPMENT COUNSEL TO THE TOWNSHIP**

WHEREAS, the Township requires the services of a Economic Development Counsel;
and

WHEREAS, the services to be performed are professional services, regulated by law and
the persons appointed are practicing within a recognized profession;

WHEREAS, the Township of Willingboro has determined that it is appropriate to
implement a fair and open process for the awarding of this contract; and

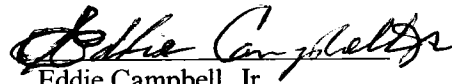
WHEREAS, the Township has requested and received statements of qualifications for the
position of Economic Development Counsel, in a manner that fostered a fair and open process
utilizing the criteria and specific minimum requirements to meet the requirements of the Township;
and

WHEREAS, the Township Council received and reviewed the RFQ response of Long
Marmero & Associates, LLP, 44 Euclid Street, Woodbury, New Jersey 08096, and has
determined that it is in the best interest of the Township to appoint that firm to the position of
Economic Development Counsel.

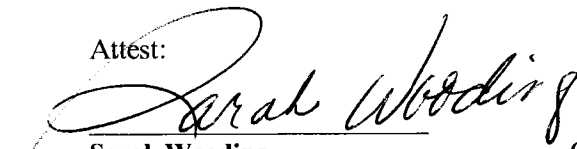
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township
of Willingboro, assembled in open public session this 27th day of September, 2011, hereby
authorizes the Mayor and Clerk to execute a professional service agreement with Long Marmero &
Associates, LLP, as Economic Development Counsel to the Township of Willingboro, provided
that the funds utilized to pay Economic Development Counsel shall be from independent financial
sources and not from the Township's budget.

BE IT FURTHER RESOLVED THAT:

1. This contract is awarded without competitive bidding as professional services in accordance
with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be
performed by a person authorized by law to practice a recognized profession.
2. This contract shall be for the term of one year.
3. A notice of this action shall be printed once in the Burlington County Times.
4. A copy of this resolution shall be provided to the Long Marmero & Associates, LLP for its
information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			



TOWNSHIP OF WILLINGBORO

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

October 3, 2011

Mr. Douglas Long
Long, Marmero & Associates, LLP
44 Euclid Street
Woodbury, NJ 08096

Re: Resolution #2011-177

Dear Mr. Long:

Enclosed is a signed copy of Resolution 2011-177 which was adopted by Willingboro Township Council meeting of September 27, 2011 Authorizing Professional Service Contracts for Economic Development Counsel to the Township.

Sincerely,

Sarah Wooding
Township Clerk

Encl.
/vc

EC

MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

Counselors at Law
79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

BARBARA ANN JOHNSON-STOKES
Email: bajs@armstronglawfirm.com

+MEMBER NJ & NY BARS



NOV 15 2011

November 10, 2011

VIA FACSIMILE (856) 848-5002

Douglas M. Long, Esquire
Long Marmero & Associates LLP
44 Euclid Street
Woodbury, New Jersey 08096

RE: Appointment as EDC Counsel

Dear Mr. Long:

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Also, please note that the resolution states that your firm is appointed "provided that the funds utilized to pay Economic Development Counsel shall be from independent financial sources and not from the Township's budget."

If you have any questions or need further information regarding your firm's appointment, do not hesitate to contact me.

Very truly yours,


Michael A. Armstrong

MAA:reh

Cc: Eddie Campbell, Mayor
Twp. Council
Joanne Diggs, Twp. Manager

MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

Counselors at Law
79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

*Mayor
file*

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+ MEMBER NJ & NY BARS

COPY

January 9, 2012

VIA FACSIMILE (856) 848-5002

Douglas M. Long, Esquire
Long Marmero & Associates LLP
44 Euclid Street
Woodbury, New Jersey 08096

RE: Appointment as Willingboro Twp. Labor Counsel

Dear Mr. Long:

I am happy to inform you that the Township Council has appointed your firm to serve as municipal labor counsel to the Township of Willingboro, effective January 1, 2012. Please contact me to coordinate a mutually convenient time to meet with me and the Township manager to review and discuss the status and assignment of any pending matters.

I look forward to speaking to you shortly.

Very truly yours,

Michael A. Armstrong

MAA:reh

cc: Jacqueline Jennings, Mayor
Joanne Diggs, Twp. Manager

OFFICE OF THE CLERK
MUNICIPALITY OF WILLINGBORO, NEW JERSEY
JAN 13 2012
RECEIVED

0032

RESOLUTION NO. 2011---178

AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION

WHEREAS, Willingboro township Council received the September, 2011 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 4th day of October, 2011, that 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.

Eddie Campbell, Jr.
Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Sarah Wooding
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Deputy Mayor Jennings				<input checked="" type="checkbox"/>
Mayor Campbell	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2011 - 179
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 4th day of Oct., 2011, 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 3 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 or 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 - Eval. of
TWP. Mgr. process

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.

Eddie Campbell Jr.
 Eddie Campbell, Jr.
 Mayor

Attest:
Patrick Woodring

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon				✓
Dep. Mayor Jennings				✓
Mayor Campbell	✓			