

RESOLUTIONS

2011

81 THROUGH 85

**TOWNSHIP OF WILLINGBORO
RESOLUTION NO. 2011 – 81**

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
RESCINDING RESOLUTION NO. 2011- 52 AND INSTEAD ACCEPTING
PROPOSAL OF GENERAL CODE FOR THE REVIEW AND
PUBLICATION OF TOWNSHIP'S GENERAL REVISED ORDINANCES**

WHEREAS, the Township of Willingboro voted on March 22, 2011, to accept a proposal of Coded Systems, LLC for the review and publication of the Township's Ordinances; and

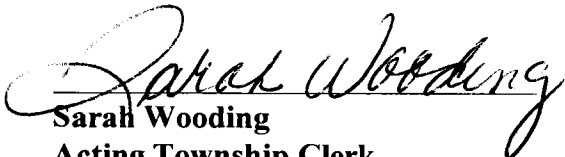
WHEREAS, Coded Systems was named in error and it was the intention of the Township to accept the proposal of General Code instead, which offered the lowest anticipated cost for the completion of the services; and

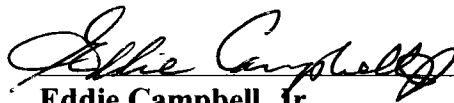
WHEREAS, the Township recognized the error in the Resolution and in the minutes and the Township Council seeks to rescind the prior incorrect resolution and minutes relative thereto; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5(x), et seq.), authorizes the Township to award a contract without public advertising for bids where the subject matter consists of printing municipal ordinances and in connection with revising and codifying municipal ordinances.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled this 3rd day of May 2011 that the previous Resolution No. 2011-52 is hereby repealed and rescinded and to accept the proposal of General Code, in the amount of \$23,580.00

Attest:


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr.
Mayor, Township of Willingboro

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—82




**AUTHORIZING AN AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND
VIRTUA HEALTH, INC.**

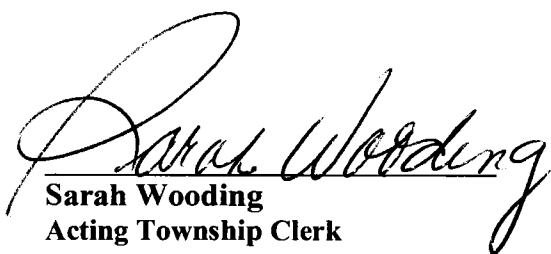
WHEREAS, the Township of Willingboro and Virtua Health, Inc. desire to enter into an Agreement for the provision of certain specified services regarding the health, safety and welfare of the residents of Willingboro as per the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2011 that the Mayor and Clerk are hereby authorized to sign the attached agreement (February 1, 2011 through January 31, 2012).

BE IT FURTHER RESOLVED that copies of this resolution be provided to Virtua Health, Inc. and the Finance Office for signature, information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote
Councilman Anderson
Councilman Ayer
Councilman Gordon
Deputy Mayor Jennings
Mayor Campbell

Yes	No	Abstain	Absent
			✓
✓			
✓			
✓			
✓			

**AMENDMENT TO TRANSPORT AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP &
VIRTUA HEALTH, INC.**

This Amendment is entered into and effective when signed by both parties hereto, between the Willingboro Township, whose principal place of business is located at One Salem Road, Willingboro, New Jersey 08046, (hereinafter, "Willingboro Township") and Virtua Health, Inc., on behalf of its hospital affiliates, Virtua-Memorial Hospital Burlington County, Inc. and Virtua-West Jersey Health System, Inc., whose corporate offices are located at 50 Lake Center Drive, Suite 401, Marlton, New Jersey 08053 (hereinafter, collectively, "Virtua"). Willingboro Township and Virtua may hereinafter be referred to as "Party" and collectively as the "Parties."

Term: This Amendment shall renew the original Transport Agreement between the Parties which was effective February 1, 2010 ("Agreement") and extend the term of the Agreement for an additional one (1) year period effective February 1, 2011. Upon expiration of this Amendment's renewal term, the parties may agree to extend the term of the Agreement by mutual written consent.

Notice of Termination: Either party may terminate this Agreement, for any reason whatsoever or no reason, upon ninety (90) days prior written notice to the non-terminating party.

Warranty of Non-Exclusion from Federal Programs: Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may promptly terminate this Agreement.

Compensation:
Virtua Health, Inc. agrees to pay Willingboro Township the sum of **\$360.00** for each patient covered by Medicare and the sum of **\$70.00** for each patient covered by Medicaid. Compensation is based on the Medicare/Medicaid allowable rates. Should these rates change, by law, during the course of this Agreement, the compensation rates will be adjusted accordingly. Virtua shall render payment to Willingboro Township within thirty (30) days after receiving the monthly invoice from Willingboro's billing agency.

Jurisdiction: The Agreement and this Amendment shall be governed by the laws of the State of New Jersey without regard to its conflict of law principals.

Effect of Agreement: In the event that the terms of this Amendment conflict with, vary from or modify the terms and provisions of the Agreement, then in such event, the terms and provisions of this Amendment shall control and govern the rights and obligations of the parties. Any provisions of the Agreement which are unchanged shall continue in full force and effect and

shall not be deemed to be modified, amended or deleted as a result of this Amendment except as to the terms set for the above.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals this 3rd day of May, 2011.

ATTEST:

WILLINGBORO TOWNSHIP

5/4/2011

Date

Eddie Campbell, Jr.

Eddie Campbell, Jr.

Mayor

ATTEST:

VIRTUA HEALTH, INC.

Date



May 20, 2011

Chief Anthony Burnett
Willingboro Township Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: EMS Transport Agreement

Dear Chief Burnett:

I am enclosing one fully executed original of the amendment to renew our existing EMS Transport Agreement for your files.

The term is for one-year, effective February 1, 2011 and ending January 31, 2012.

If you have any questions, please call me at 856-581-7516.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Rose M. Carrozza".

Rose M. Carrozza
Billing Supervisor
MICU/SouthStar

/ms
Enclosure
CC: Scott A. Kasper

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A Naturally Better Place to Be.

May 5, 2011

Certified Mail 7006-0100-003-8801-0433

Rose M. Carrozza, CHAA

Billing Supervisor

Virtua Health EMS

523 Fellowship Road – Suite 270

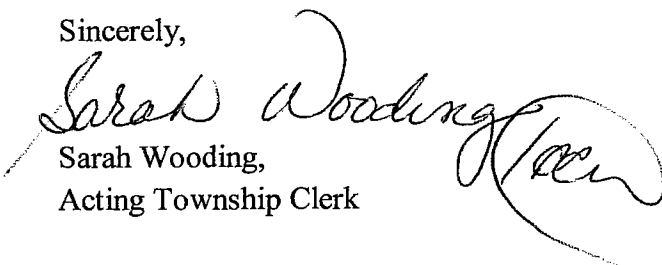
Mt. Laurel, New Jersey 08054

Re: Agreement between Willingboro Township and Virtua Health, Inc.

Dear Ms. Carrozza:

Attached is a certified copy of Resolution No. 2011-82 which was adopted by Willingboro Township council at their meeting of May 3, 2011. Also attached are two (2) copies of the agreement. Please return to this office a fully executed agreement as soon as it is available.

Sincerely,


Sarah Wooding,
Acting Township Clerk

SAW/ccm

c: Chief Burnett

Willingboro Township Municipal Complex

One Salem Road • Willingboro, NJ 08046 • P. 609.877.2200 • F. 609.835.0782 • www.willingboro.org

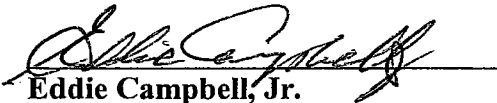
RESOLUTION NO. 2011—82

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VIRTUA HEALTH, INC.

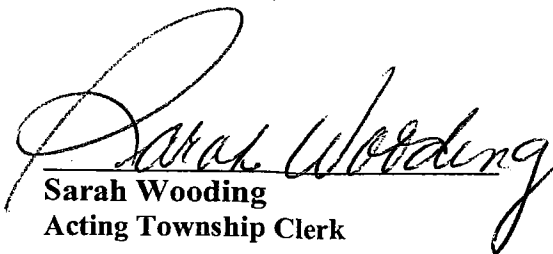
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BE IT FURTHER RESOLVED that copies of this resolution be provided to Virtua Health, Inc. and the Finance Office for signature, information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote
Councilman Anderson
Councilman Ayrer
Councilman Gordon
Deputy Mayor Jennings
Mayor Campbell

Yes	No	Abstain	Absent
			✓
✓			
✓			
✓			
✓			

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Compensation: Virtua Health, Inc. agrees to pay Willingboro Township the sum of **\$360.00** for each patient covered by Medicare and the sum of **\$70.00** for each patient covered by Medicaid. Compensation is based on the Medicare/Medicaid allowable rates. Should these rates change, by law, during the course of this Agreement, the compensation rates will be adjusted accordingly. Virtua shall render payment to Willingboro Township within thirty (30) days after receiving the monthly invoice from Willingboro's billing agency.

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shall not be deemed to be modified, amended or deleted as a result of this Amendment except as to the terms set for the above.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals this 3rd day of May, 2011.

ATTEST:

WILLINGBORO TOWNSHIP

5/4/2011

Date



Eddie Campbell, Jr.

Mayor

ATTEST:

VIRTUA HEALTH, INC.

Date

WILLINGBORO EMS DEPARTMENT

Memo

To: Joanne Diggs, Township Manager
Cc: ✓ Greg Rucker, Director of Public Safety
Sarah Wooding, Township Clerk
From: Anthony Burnett, Chief of Department (A)
Date: 4/6/2011
Re: Virtua Health, Inc. Agreement

*4/6/11
FYI
tel Rucker
notice
from
Anthony*

I am recommending that Township Council approves the "Amendment to Transport Agreement" between Willingboro Township & Virtua Health, Inc. This agreement will extend the already approved agreement (Resolution 2010-53) by one year from February 1, 2011 to January 31, 2012.

Medicaid and Medicare Insurances will only allow one entity to bill for services. Since some incidents require Advance Life Support Services, this agreement will allow Virtua Health, Inc. to bill Medicaid and Medicare. Virtua Health, Inc. will then compensate Willingboro Township for transport at a rate of \$360 for each patient who is covered by Medicare and \$70 for each patient who is covered by Medicaid Insurances.

This agreement is only for the purposes of billing patients that have Medicaid and Medicare Insurances that require Advanced Life Support Services. All other insurances and incidents will be billed as approve in the Willingboro Township Emergency Medical Services Billing Ordinance.

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: bjjs@armstronglawfirm.com



+MEMBER NJ & NY BARS

DATE: 2/16/11

TO: Sarah Wooding

FAX#: 609-877-1278

RE: Resolution for Virtua Agreement Extension

FROM: Michael A. Armstrong, Esq. Cristal Holmes-Bowie, Esq.
 Barbara Ann Johnson-Stokes, Esq.

Comments: Also Emailed to you.

THIS FAX CONSISTS OF 2 PAGES (INCLUDING COVER SHEET). IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CONTACT US AT THE ABOVE NUMBER.

CONFIDENTIALITY NOTICE

The information contained within this facsimile transmission from the Michael A. Armstrong & Associates, LLC is intended for the sole use of the persons or entities named on this transmittal cover sheet. If you are not an intended recipient of this transmission, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you received this transmission in error, please call the sender immediately to arrange for the return of this information.



Sarah Wooding

From: Anthony Burnett [aburnett@willingborotwp.org]
Sent: Thursday, April 07, 2011 10:54 AM
To: 'cristal bowie'
Cc: 'Joanne Diggs'; 'Sarah Wooding'; Greg Rucker
Subject: RE: Virtua Health, Inc. Transport Agreement

Cristal:

There was one submitted a couple of months ago that you might have review but I requested it to be placed on hold due to some language that was unacceptable. That language has been since removed and this is why we are resubmitting the new amended version that is acceptable. Pretty nothing will change from the original one approved back in 2010. This is just extending the agreement with Virtua Health on transports for one year.

The only other agreement extended and approved in February was the EMS billing contract with DM Medical Billing.

As per your request, I will fax you over a copy of the 2010 transport agreement today.

Tony

ANTHONY J. BURNETT
Chief of Department
Willingboro Fire Department
398 Charleston Road
Willingboro, New Jersey 08046-1660
(609) 871-7476, ext. 1087
(609) 871-4463 (Fax)
aburnett@willingborotwp.org

Website: www.willingborofire.org

"Smoke & Carbon Monoxide Detectors Save Lives"

Confidentiality Notice: The contents of this electronic transmission contains information from the office of the Willingboro Fire Department, which is considered confidential and/or legally privileged. The information is intended only for the use of the individual(s) or entity(ies) addressed above. If you are not the intended recipient and received this electronic transmission in error, please immediately notify me by return electronic transmission. Any unauthorized use or reliance upon the contents of this information is strictly prohibited.

-----Original Message-----

From: cristal bowie [<mailto:chb@armstronglawfirm.com>]
Sent: Wednesday, April 06, 2011 5:44 PM
To: aburnett@willingborotwp.org
Cc: 'Joanne Diggs'; 'Sarah Wooding'
Subject: RE: Virtua Health, Inc. Transport Agreement

I thought Council already passed a resolution authorizing the extension of one year. Sarah, can you check? It might have been just before Marie left. I'll also review the agreement. Chief Burnett, can you fax or email me their agreement from last year? Thanks,

Cristal Holmes-Bowie, Esquire
Michael A. Armstrong & Associates, LLC
79 Mainbridge Lane
Willingboro, NJ 08046
Office: 609-877-5511
Fax: 609-877-7755

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

-----Original Message-----

From: Anthony Burnett [<mailto:aburnett@willingborotwp.org>]
Sent: Wednesday, April 06, 2011 4:22 PM
To: Cristal Bowie
Cc: Joanne Diggs; Sarah Wooding
Subject: Virtua Health, Inc. Transport Agreement

Cristal:

As per Joanne Diggs request I am sending you the Amended Agreement for EMS Transports between Willingboro Township and Virtua Health, Inc. This document will extend the agreement for one year. The first agreement was approved in April 2010 (Resolution No. 2010-53). I have reviewed the document and recommend that Township Council approves the agreement at the next Council Meeting. Mrs. Diggs requests it to be placed on the Council Meeting agenda for Tuesday, April 12th.

If you have any questions, please contact me at Fire Headquarters at 609-871-7476.

Chief Burnett

ANTHONY J. BURNETT

Chief of Department

Willingboro Fire Department

398 Charleston Road

Willingboro, New Jersey 08046-1660

(609) 871-7476, ext. 1087

(609) 871-4463 (Fax)

aburnett@willingborotwp.org <<mailto:aburnett@willingborotwp.org>>

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**AMENDMENT TO TRANSPORT AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP &
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IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals this _____ day of _____, 2011.

ATTEST:

WILLINGBORO TOWNSHIP

5/4/2011

By: *Ellie Campbell*

ATTEST:

VIRTUA HEALTH, INC.

By: _____

2011
OKES

RESOLUTION NO. 2011---83

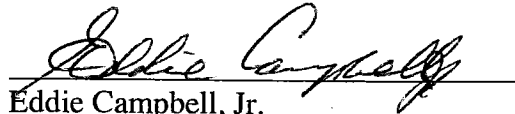
WHEREAS, N.J.S.A 40A:4-87 provides that the Director of the Division of the budget of any count or municipality, when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 3rd day of May, 2011, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2011;

The sum of \$250,000 which item is now available as grants received from Burlington County Board of Chosen Freeholders Municipal Park Development Program Total \$250,000.

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 to the Tax Collector/Treasurer of the Township of Willingboro.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Votes	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"/>			



TOWNSHIP OF WILLINGBORO

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

May 5, 2011

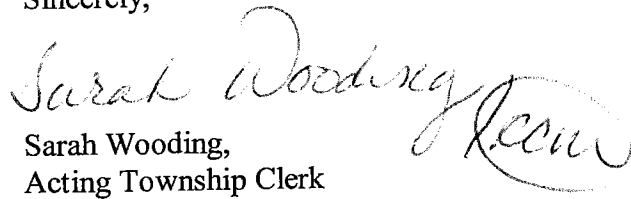
Certified Mail 7006-0100-0003-8801-0440
Division of Local Government Services
PO Box 803
Trenton, New Jersey 08625

Re: Resolution 2011-83

Dear Sir/Madam:

Enclosed is a certified copy of Resolution No. 2011-83(Chapter 159) adopted by the Willingboro Township Council at their meeting held on May 3, 2011.

Sincerely,


Sarah Wooding,
Acting Township Clerk

/ccm

RESOLUTION NO. 2011---83

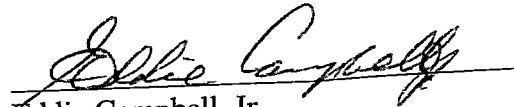
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SECTION I

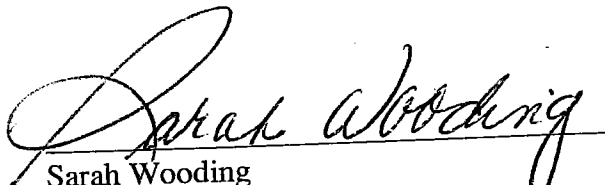
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Mayor

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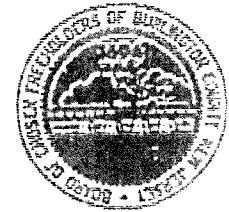

Sarah Wooding
Acting Township Clerk

Recorded Votes

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Councilman Anderson
Councilman Ayrer
Councilman Gordon
Deputy Mayor Jennings
Mayor Campbell

Board of Chosen Freeholders
County of Burlington



OFFICE OF THE
BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio
Christopher J. Brown
Joseph B. Donnelly
Mary Ann C. O'Brien
Mary Anne Reinhart

P.O. BOX 6000
MOUNT HOLLY, NEW JERSEY
08060-6000

November 24, 2010

Paul Drayton
County Administrator /
Board Clerk
609-265-5020
Fax: 609-702-7000

The Honorable Eddie Campbell, Jr.
Mayor of Willingboro Township
One Salem Road
Willingboro, NJ 08046

Dear Mayor Campbell:

This past September, it was my pleasure to announce a new grant program established by the Freeholders to assist municipalities with park development and improvement projects and preservation of locally important lands. The response to this new program was overwhelming with thirty six of the County's forty municipalities submitting grant applications to the Municipal Park Development Program.

As you know, the Freeholders allocated \$5 million for grants in 2010. We did not expect to be able to fund all applications received in the first year of the Program. As was stated in the program documents and at the grant workshop, the application process was competitive. A review committee reviewed and ranked the applications in accordance with the criteria identified in the Policy and Procedure Manual and then further refined the ranking by taking into account project schedule. Scores for applications with projects that had proposed start dates between December 2010 and March 2011 were left as is while points were deducted for projects with proposed start dates from April 2011 forward. In order to be able to fund more projects, no bonus funding was awarded.

I am very pleased to advise you that Willingboro Township will be receiving the maximum grant amount - \$250,000. At today's meeting of the Freeholder Board, a resolution was adopted authorizing execution of grant agreements with all successful candidates. A grant agreement along with other pertinent information will be mailed to you shortly.

Thank you very much for your participation in the Burlington County Municipal Park Development Program. We wish you every success with your project.

Very truly yours,

Bruce D. Garganio
Freeholder Director

cc: Jill C. Cyrus, Director of Recreation & Parks

<http://www.co.burlington.nj.us>

RESOLUTION NO. 2010 – 148

WHEREAS, the Burlington County Board of Chosen Freeholders has approved the Open Space, Recreation, Farmland and Historic Preservation Trust Fund ("Trust Fund") and established a Municipal Park Development Program ("Program") to provide grant funds in connection with municipal acquisition of lands and County park, recreation, conservation and farmland preservation purposes, as well as for municipal public park and recreation development purposes; and

WHEREAS, the governing body of the Township of Willingboro desires to obtain County Municipal Park Development Program funds in the amount of \$250,000 to fund Millcreek Park Path and Trails, 300 Beverly Rancocas Road, Lot 1, Block 16; and

WHEREAS, the total cost of the project including all matching funds is estimated to be \$250,000; and

WHEREAS, the Township of Willingboro is the owner of and controls the project site.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 12th day of October, 2010, that:

1. Jill Cyrus, Director of Parks and Recreation is authorized to (a) make an application to the County of Burlington for Municipal Park Development Program Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Park Development Program and (c) act as the municipal contact person and correspondent of the above named municipality;
2. The Township of Willingboro is committed to this project and anything needed to complete it will be provide in the form of manpower and in kind labor; and
3. If awarded a grant by the County of Burlington under the Municipal Park Development Program, the municipality will use the approved funds in accordance with the Municipal Park Development Program Policy and Procedures Manual, and applicable federal, state, and local government rules, regulations and statutes thereto; and
4. The Mayor is herby authorized to sign and execute any required documents, agreements and amendments thereto with the County of Burlington for the approved Funds; and
5. This resolution shall take effect immediately.

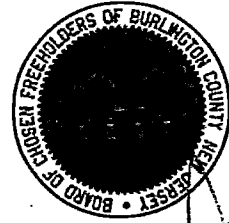
Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

Board of Chosen Freeholders
County of Burlington
New Jersey



Department of Resource Conservation

Mailing Address:

P.O. Box 6000
Mount Holly, New Jersey 08060-6000

Location:
624 Pemberton Browns Mills Road
Pemberton, New Jersey 08068

Telephone No: (856) 642-3850
Fax: (609) 726-7333

December 7, 2010

The Honorable Eddie Campbell
Mayor of Willingboro Township
Municipal Complex, One Salem Road
Willingboro, NJ 08046

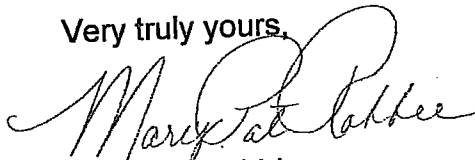
Dear Mayor Campbell :

Enclosed herewith please find three (3) copies of the grant agreement between Willingboro Township and the County of Burlington for funding allocated under the Municipal Park Development Program. Kindly execute all three copies and return to my attention. I will send a fully executed copy of the agreement to you upon execution by the appropriate County officials.

I ask that the Township notify my office when construction begins on the grant funded park development project or projects. The grant agreement requires that a sign be posted acknowledging the receipt of County funds. The County will provide the sign when notification of project start-up is received.

Please do not hesitate to contact me at (856) 642-3850 should you have any questions regarding the Municipal Park Development Program or the grant agreement itself. Good luck with your project!

Very truly yours,


Mary Pat Robbie
Director

cc: Bruce Garganio, Freeholder Director

**Grant Agreement
Between The
Burlington County Board of Chosen Freeholders
and the
Township of Willingboro**

THIS AGREEMENT made this 14th day of October, 2010 by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body politic and corporate of the State of New Jersey, having its principal offices at 49 Rancocas Road, in the Township of Mount Holly, County of Burlington, and State of New Jersey, (hereinafter referred to as the "County") and the Township of Willingboro, a body politic and corporate of the State of New Jersey, having its principal offices located at One Salem Road, Willingboro, NJ 08046, County of Burlington and State of New Jersey, (hereinafter referred to as the "Municipality");

RECITALS

WHEREAS, in order to preserve the rural character of Burlington County and enhance the quality of life for its residents, the Board has long championed the preservation of farmland and open space and the development of land for recreational purposes;

WHEREAS, in recognition of the need to establish a steady and reliable funding source to finance its preservation and park development programs, the Board obtained voter approval to create the Burlington County Farmland, Open Space, Recreation and Historic Preservation Trust Fund ("Trust Fund") to be supported by a property tax that is not to exceed \$0.04 per \$100 of assessed valuation;

WHEREAS, the County wishes to broaden its ongoing partnership with its municipalities to further mutual goals for conservation and park development by providing grants for such purposes and has created the ~~Municipal Park Development Program hereinafter "Program"~~;

WHEREAS, the Municipality has made application to the County for grant funding under the Program and the County has reviewed said application and found it to be in conformance with the scope and intent of the Program in whole or in part and has approved the award of a grant to the Municipality;

WHEREAS, N.J.S.A 40:8A-1 et seq. authorizes a County and municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Municipality agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Municipality agrees to perform (Project Name) in the manner set forth in this agreement and Exhibit 1 – Approved Project Description (“Approved Project”).

2. The period of performance under this Agreement is specified two years from the date of execution on the part of the County, for which period, funds are available and allotted. Requests for extension must be made in writing prior to the expiration of the time allowed for project completion. The request should set forth the municipality’s due diligence in pursuing the project, an explanation for the unforeseen difficulties encountered by the municipality in completing the project within the allotted period, and a proposed schedule for completion. There shall be no obligation on the part of the County to renew or extend this time period. If a timely request for extension is not received or if a request is denied, the County shall cancel the funding award.

3. ~~The amount of the award to be provided by the County under this agreement is \$250,000.~~ The County award is based upon the Municipality’s application to the County dated (application date) and as supplemented.

4. The Municipality agrees to secure all funds necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.

5. The Municipality must notify the County in writing of any changes to the scope of the Approved Project and provide with such notification a full description of the changes and the funding implications. Changes that negatively impact the fundamental merits of the project that resulted in project selection may not be approved.

Changes to a project deemed “Major” by the County will not be permitted. Major changes include, but are not limited to, selection of new project location and deletion of key project elements.

Unauthorized changes in project scope may result in the withholding of all or some of the County funding.

6. In the case of a land acquisition project, Program funds shall be dispersed on a reimbursement basis after the satisfactory submittal of all required project documentation.

In the case of a parks development project, Program funds shall be dispersed on a reimbursement basis in two equal installments. Municipality may apply for reimbursement after 50% of the grant amount has been expended. Requests for reimbursement must be accompanied by a detailed breakdown showing how funds

were expended along with documentation providing evidence of such expenditures (paid invoices, contractor payment applications, etc.) and a certification by a municipal official that funds were expended in the manner described. The remaining 50% shall be disbursed upon the satisfactory completion of the project and submittal of required documentation as identified in the Policy and Procedure Manual.

7. Municipality agrees that any Program funds received from the County shall be used only for the purposes described herein.

8. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.

9. The Municipality shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.

10. Municipality shall maintain all land and improvements described herein for a period of no less than ten years.

11. Municipality shall cause to be included appropriate deed restriction language as provided by Burlington County in all deeds for property acquired using Program funds.

12. Municipality shall display a sign on the property reflecting the use of County funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator

13. Municipality shall provide access to the facility/property for County staff to conduct inspections of the Approved Project within 48 hours notice by the County.

14. No official or employee of the Municipality who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.

15. In the event Municipality does not perform any of the services, obligations, or responsibilities provided under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void and may disqualify the Municipality from participation in future Program funding rounds.

In the event of termination, the County shall have no further liability to the Municipality and in no event will the County be liable to pay for services not actually rendered.

16. The County will provide a Program Administrator for the program that will advise the Municipality in performance of the required services. Contact:

Burlington County Department of Resource Conservation
PO Box 6000
Mount Holly, NJ 08060
856 642-3850

17. The Municipality, at the request of the County, shall prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed and any other information that may be requested by the County.

18. The Municipality now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.

19. The execution of this Agreement has been authorized by the Municipality's governing body and the Burlington County Board of Chosen Freeholders. A copy of the authorizing resolution or ordinance adopted by the Municipality shall be provided to the County.

20. The Municipality shall indemnify and hold the County of Burlington harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Municipality further agrees to indemnify the County of Burlington from suits or actions of every nature or description brought against it, or damages received or sustained by any part or parties, by or from any of the acts of the Municipality or of the Municipality's, Director's employees, agents or volunteers.

21. The Municipality shall procure and maintain at its own expense, liability insurance for any personal injury or property damage caused by the Municipality in its normal and usual course of its business. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials the day and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: _____

By: _____

Paul Drayton
County Administrator

(SEAL)

TOWNSHIP OF WILLINGBORO

Attest: _____


Clerk

By: _____


Mayor Eddie Campbell, Jr.

(SEAL)

Exhibit 1
Approved Project Description
Willingboro Township

Project Name: Mill Creek Path and Trail Improvements

Project Location: 300 Beverly Rancocas Road
Willingboro, NJ
Block 16, Lot 1

Type of Application: Park Development

Grant Award: \$250,000

Project Scope: Improvements to the existing park to include widening of paved walking/biking path, stabilization of foundation of nature trail to enable use by handicapped individuals, installation of trail markers and stream bank restoration.

Project Conditions: None



State of New Jersey
Department of Community Affairs
Division of Local Government Services
Bureau of Financial Regulation and Assistance
Budget 159 Report 2011

Codes
APP = Approval
PEN = Pending
DEN = Denied
DUP = Duplicate
CAN = Cancelled

Municipality: Willingboro Township
County: Burlington
MuniCode: 338

Document #1440891	Status: PEN	Resolution Date: 03-MAY-11	LGS Approval Date:	Amount: \$250,000.00
Revenue Title: County of Burlington				
Approp. Title: Municipal Park Development Program				\$250,000.00

RECEIVED
JUL 26 2011
 DIVISION OF LOCAL GOVERNMENT SERVICES
 BUREAU OF FINANCIAL REGULATION AND ASSISTANCE



State of New Jersey
Department of Community Affairs
Division of Local Government Services
Bureau of Financial Regulation and Assistance
Budget 159 Report 2011

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**Grant Agreement
Between The
Burlington County Board of Chosen Freeholders
and the
Township of Willingboro**

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14. No official or employee of the Municipality who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.

15. In the event Municipality does not perform any of the services, obligations, or responsibilities provided under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void and may disqualify the Municipality from participation in future Program funding rounds.

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Burlington County Department of Resource Conservation
PO Box 6000
Mount Holly, NJ 08060
856 642-3850

17. The Municipality, at the request of the County, shall prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed and any other information that may be requested by the County.

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20. The Municipality shall indemnify and hold the County of Burlington harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Municipality further agrees to indemnify the County of Burlington from suits or actions of every nature or description brought against it, or damages received or sustained by any part or parties, by or from any of the acts of the Municipality or of the Municipality's, Director's employees, agents or volunteers.

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IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials the day and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: *Sharon Montagna* By:

Paul Drayton
Paul Drayton
County Administrator

(SEAL)

TOWNSHIP OF WILLINGBORO

Attest: *Derek Reese* By:
Clerk

Eddie Campbell, Jr.
Mayor Eddie Campbell, Jr.

(SEAL)

**Exhibit 1
Approved Project Description
Willingboro Township**

Project Name: Mill Creek Path and Trail Improvements

Project Location: 300 Beverly Rancocas Road
Willingboro, NJ
Block 16, Lot 1

Type of Application: Park Development

Grant Award: \$250,000

Project Scope: Improvements to the existing park to include widening of paved walking/biking path, stabilization of foundation of nature trail to enable use by handicapped individuals, installation of trail markers and stream bank restoration.

Project Conditions: None

RESOLUTION --84 - 2011

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2010 has been filed by a Registered Municipal Accountant with the Willingboro Township pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

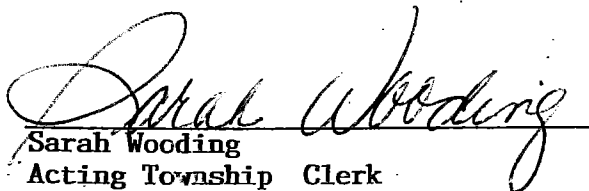
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and


WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office."

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Willingboro Township, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON May 3, 2011.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr. Mayor

NO PHOTOCOPIES OF SIGNATURES

GROUP AFFIDAVIT FORM

CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY
COUNTY OF Burlington

We, members of the governing body of the Willingboro in the County of Burlington,
being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the COUNCIL of the Willingboro in the
County of Burlington.

2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves
with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year
2009.

3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of
the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND
QUESTIONED COSTS:

(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)

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

[Signature]
Clerk Sarah Wooding

Sworn to and subscribed before
me this 5th day of
May, 2011.

[Signature]
Notary Public of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason
for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of
Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.



TOWNSHIP OF WILLINGBORO

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

May 5, 2011

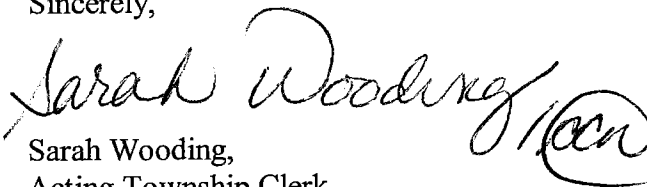
Certified Mail 7006-0100-0003-8801-0457
Division of Local Government Services
PO Box 803
Trenton, New Jersey 08625

Re: Resolution 2011-84

Dear Sir/Madam:

Enclosed is a certified copy of Resolution No. 2011-84 adopted by the Willingboro Township Council at their meeting held on May 3, 2011.

Sincerely,


Sarah Wooding,
Acting Township Clerk

/ccm

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2010 has been filed by a Registered Municipal Accountant with the Willingboro Township pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

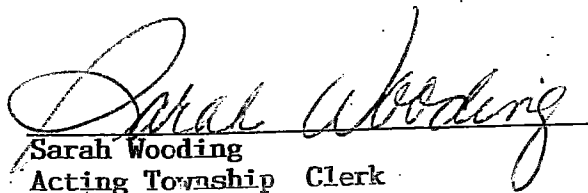
WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office."

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Willingboro Township, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON May 3, 2011.


Eddie Campbell, Jr. Mayor


Sarah Wooding
Acting Township Clerk

**CORRECTIVE ACTION PLAN
YEAR ENDING DECEMBER 31, 2010**

Finding No. 2010-1

Condition:

The Township did not maintain adequate oversight over the monitoring of purchases subject to the Local Public Contracts Law.

Analysis:

A contract was awarded without soliciting bids.

Corrective Action:

The Township will have the Legal department review all contracts regardless of type to ensure they are in compliance with all aspects of N.J.S.A.40A:11-1 through 51.

Finding No. 2010-2

Condition:

The Construction Code Office began collecting a new fee for certificates of compliance without correct authorization.

Analysis:

The Construction Code Office began collecting a new fee for certificates of compliance prior to it being added to the fee ordinance.

Corrective Action:

The fee is scheduled to be added to the 2011 fee ordinance.

Finding No. 2010-3

Condition:

The Township was a recipient of the HUD Senior Center grant in the amount of \$375,600.00. This grant was received and spent in the Capital Fund without ordinance anticipating grant funds and authorizing the expenditures.

Analysis:

Capital improvement ordinance was reimbursed by HUD grant without amending the ordinance.

Corrective Action:

Finding was immediately corrected by amending the capital ordinance.

Finding No. 2010-4

Condition:

The amounts reported by the grant management company to the pass through agency for amounts spent on the federal and local portion were materially different from the financial records of the Township. The federal portion was overstated by \$41,222.81 and the local portion was understated by \$183,496.49.

Analysis:

The grant management company did not identify all transactions on the State SAGE program.

Corrective Action:

The grant financial management, including draw downs, is now managed by the Township Finance office.

SYNOPSIS OF 2010 REPORT OF AUDIT OF THE TOWNSHIP OF WILLINGBORO

Combined Comparative Statement of Assets, Liabilities, Reserves
and Fund Balance -- Regulatory Basis

All Funds

	<u>December 31, 2010</u>	<u>December 31, 2009</u>
<u>ASSETS</u>		
Cash	\$10,349,163.47	\$5,324,852.81
Taxes and Liens Receivable	2,982,582.72	2,709,047.33
Property Acquired for Taxes--Assessed Valuation	1,430.00	1,430.00
Accounts Receivable	8,601,240.35	4,725,395.27
Prepaid Expenses		
Deferred Charges to Future Taxation --		
General Capital	45,837,575.49	43,485,971.41
Deferred Charges to Revenues of Succeeding Years	699,206.87	964,918.88
General Fixed Assets	27,392,673.80	24,910,081.00
	<u>\$95,863,872.70</u>	<u>\$82,121,696.70</u>
Total Assets		
 <u>LIABILITIES, RESERVES AND FUND BALANCE</u>		
Bonds and Notes Payable	\$41,030,239.57	\$35,974,902.51
Improvement Authorizations	6,220,818.51	7,018,032.54
Other Liabilities and Special Funds	16,919,879.96	10,778,018.01
Reserve for Certain Assets Receivable	3,274,860.96	3,354,792.23
Fund Balance	1,025,399.90	85,870.41
Investment in General Fixed Assets	27,392,673.80	24,910,081.00
	<u>\$95,863,872.70</u>	<u>\$82,121,696.70</u>
Total Liabilities, Reserves and Fund Balance		

Comparative Statement of Operations and Changes In
Fund Balance -- Regulatory Basis

Current Fund

<u>Revenue and Other Income Realized</u>	<u>December 31, 2010</u>	<u>December 31, 2009</u>
Fund Balance Utilized		1,460,000.00
Miscellaneous Revenues Anticipated	7,317,912.67	7,426,016.57
Receipts from Delinquent Taxes	2,118,526.84	2,176,227.83
Receipts from Current Taxes	58,922,592.37	57,032,061.46
Non-Budget Revenue	240,388.02	130,324.13
Other Credits to Income:		
Cancellation of State and Federal Grant Fund Appropriated Reserve	4,171.42	
Unexpended Balance of Appropriation Reserves	1,114,602.27	688,053.88
Property Maintenance	126,637.00	21,871.59
Liquidation of Reserves	95,783.66	87,889.30
Total Income	69,940,614.25	69,022,444.76
 <u>Expenditures</u>		
Budget Appropriations:		
Operations--Within "CAPS":		
Salaries and Wages	14,064,153.00	14,268,148.00
Other Expenses	9,514,650.26	10,020,988.00
Deferred Charges and Statutory Expenditures		
Municipal--Within "CAPS"	2,368,311.31	1,120,000.00
Operations--Excluded from "CAPS":		
Salaries and Wages	502,674.99	442,900.00
Other Expenses	3,346,666.99	3,545,411.93
Capital Improvements--Excluded from "CAPS"	335,000.00	191,900.00
Municipal Debt Service--Excluded from "CAPS"	3,946,870.36	3,784,144.34
Deferred Charges and Statutory Expenditures		
Municipal--Excluded from "CAPS"	324,500.00	251,700.00
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Due County for Added and Omitted	8,115.51	54,969.10
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Creation of Reserves		252,161.41
Refund Prior Year Revenue	112,946.86	31,009.13
Cancellation of State and Federal Grants		
Total Expenditures	69,001,084.76	69,113,363.64
Excess in Revenue	939,529.49	(90,918.88)
Adjustment to Income Before Fund Balance:		
Expenditures Included above which are by Statute Deferred Charges to Budget of Succeeding Year		90,918.88
Statutory Excess to Fund Balance	939,529.49	---
Balance Jan. 1	85,870.41	1,545,870.41
	1,025,399.90	1,545,870.41
Decreased by:		
Utilized as Revenue	---	1,460,000.00
Balance Dec. 31	1,025,399.90	85,870.41

RECOMMENDATIONS

That the Township appoint a specific person to review all contracts regardless of type to ensure they are in compliance with all aspects of N.J.S.A. 40A:11-1 through 51.

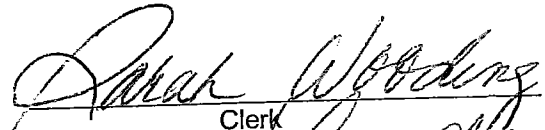
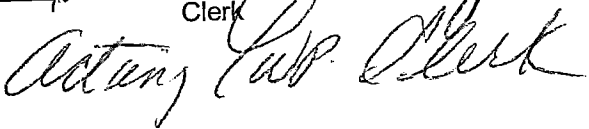
That the Township designs and implements controls to ensure adequate oversight over the Construction Code Office.

That the Township develops stronger controls and establish procedures to ensure all grant procedures are followed.

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The above synopsis was prepared from the Report of Audit of the Township of Willingboro, County of Burlington, for the calendar year 2010, submitted by Stephen E. Ryan, Registered Municipal Accountant, Certified Public Accountant of Bowman & Company LLP, Certified Public Accountants. The information included therein is not intended to represent complete financial information as presented in the Report of Audit. A copy of the Report of Audit is on file at the Municipal Clerk's office and may be inspected by any interested person.

A Corrective Action Plan, which outlines the remedial actions the management of the Township of Willingboro will take in response to the recommendations contained in the Schedule of Audit Findings and Questioned Costs, included in the Report of Audit, will be prepared in accordance with federal and state guidelines. A copy of the Corrective Action Plan will be placed on file and be made available for public inspection in the office of the Municipal Clerk in compliance with the Division of Local Government Services directives.


Clerk


NO PHOTOCOPIES OF SIGNATURES

GROUP AFFIDAVIT FORM

CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY
COUNTY OF Burlington

We, members of the governing body of the Willingboro in the County of Burlington,
being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the COUNCIL of the Willingboro in the
County of Burlington.

2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves
with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year
2009.

3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of
the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND
QUESTIONED COSTS:

(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)
(L.S.) <u>[Signature]</u>	(L.S.)

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

[Signature]
Clerk Sarah Wooding

Sworn to and subscribed before
me this 5th day of
May, 2011.

[Signature]
Notary Public of New Jersey

Certified to be a
true copy of the original

Township Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason
for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of
Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

SYNOPSIS OF 2010 REPORT OF AUDIT OF THE TOWNSHIP OF WILLINGBORO

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Deferred Charges to Revenues of Succeeding Years	699,206.87	964,918.88
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Fund Balance -- Regulatory Basis

Current Fund

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Utilized as Revenue	---	1,460,000.00
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Balance Dec. 31	1,025,399.90	85,870.41

RECOMMENDATIONS

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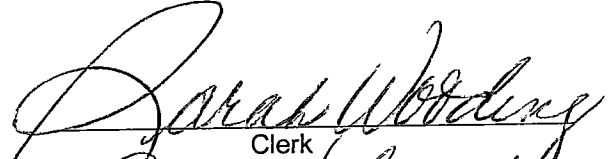

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Clerk


C. Wooding
10

10

Sarah Wooding, Township Clerk
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, New Jersey 08046

Dear Ms. Wooding:

Enclosed are the following:

1. A summary of the Report of Audit which must be published in the official newspaper of the municipality within thirty days after receipt of the Report, in accordance with 40A:5-7. Please send one copy of the proof of publication to the Division of Local Government Services.
2. (13) copies of the Report of Audit to be distributed as follows: Mayor, one copy to each member of the Township Council, Township Manager, Finance Director (4 reports and unbound copy), Solicitor and retain one copy for your files.
3. One copy of a resolution accepting the audit report and one copy of the Group Affidavit form. Please file one of each with the Division of Local Government Services.

In addition, your Corrective Action Plan must be filed with the Division of Local Government Services within 60 days of your receipt of the Report of Audit.

Very truly yours,

BOWMAN & COMPANY LLP


Stephen E. Ryan

SER:rmp
Enclosures

SYNOPSIS OF 2010 REPORT OF AUDIT OF THE TOWNSHIP OF WILLINGBORO

Combined Comparative Statement of Assets, Liabilities, Reserves and Fund Balance -- Regulatory Basis

All Funds

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Fund Balance -- Regulatory Basis

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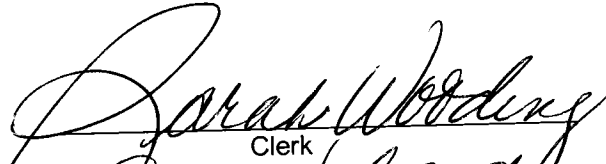

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Clerk


**CORRECTIVE ACTION PLAN
YEAR ENDING DECEMBER 31, 2010**

Finding No. 2010-1

Condition:

The Township did not maintain adequate oversight over the monitoring of purchases subject to the Local Public Contracts Law.

Analysis:

A contract was awarded without soliciting bids.

Corrective Action:

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Analysis:

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Corrective Action:

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Corrective Action:

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Corrective Action:

The grant financial management, including draw downs, is now managed by the Township Finance office.

SYNOPSIS OF 2010 REPORT OF AUDIT OF THE TOWNSHIP OF WILLINGBORO

Combined Comparative Statement of Assets, Liabilities, Reserves and Fund Balance -- Regulatory Basis

All Funds

	<u>December 31, 2010</u>	<u>December 31, 2009</u>
<u>ASSETS</u>		
Cash	\$10,349,163.47	\$5,324,852.81
Taxes and Liens Receivable	2,982,582.72	2,709,047.33
Property Acquired for Taxes--Assessed Valuation	1,430.00	1,430.00
Accounts Receivable	8,601,240.35	4,725,395.27
Prepaid Expenses		
Deferred Charges to Future Taxation --		
General Capital	45,837,575.49	43,485,971.41
Deferred Charges to Revenues of Succeeding Years	699,206.87	964,918.88
General Fixed Assets	<u>27,392,673.80</u>	<u>24,910,081.00</u>
 Total Assets	 <u><u>\$95,863,872.70</u></u>	 <u><u>\$82,121,696.70</u></u>
 <u>LIABILITIES, RESERVES AND FUND BALANCE</u>		
Bonds and Notes Payable	\$41,030,239.57	\$35,974,902.51
Improvement Authorizations	6,220,818.51	7,018,032.54
Other Liabilities and Special Funds	16,919,879.96	10,778,018.01
Reserve for Certain Assets Receivable	3,274,860.96	3,354,792.23
Fund Balance	1,025,399.90	85,870.41
Investment in General Fixed Assets	<u>27,392,673.80</u>	<u>24,910,081.00</u>
 Total Liabilities, Reserves and Fund Balance	 <u><u>\$95,863,872.70</u></u>	 <u><u>\$82,121,696.70</u></u>

Comparative Statement of Operations and Changes In
Fund Balance -- Regulatory Basis

Current Fund

<u>Revenue and Other Income Realized</u>	<u>December 31, 2010</u>	<u>December 31, 2009</u>
Fund Balance Utilized		1,460,000.00
Miscellaneous Revenues Anticipated	7,317,912.67	7,426,016.57
Receipts from Delinquent Taxes	2,118,526.84	2,176,227.83
Receipts from Current Taxes	58,922,592.37	57,032,061.46
Non-Budget Revenue	240,388.02	130,324.13
Other Credits to Income:		
Cancellation of State and Federal Grant Fund Appropriated Reserve	4,171.42	
Unexpended Balance of Appropriation Reserves	1,114,602.27	688,053.88
Property Maintenance	126,637.00	21,871.59
Liquidation of Reserves	95,783.66	87,889.30
	<hr/>	<hr/>
Total Income	69,940,614.25	69,022,444.76
	<hr/>	<hr/>
<u>Expenditures</u>		
Budget Appropriations:		
Operations--Within "CAPS":		
Salaries and Wages	14,064,153.00	14,268,148.00
Other Expenses	9,514,650.26	10,020,988.00
Deferred Charges and Statutory Expenditures		
Municipal--Within "CAPS"	2,368,311.31	1,120,000.00
Operations--Excluded from "CAPS":		
Salaries and Wages	502,674.99	442,900.00
Other Expenses	3,346,666.99	3,545,411.93
Capital Improvements--Excluded from "CAPS"	335,000.00	191,900.00
Municipal Debt Service--Excluded from "CAPS"	3,946,870.36	3,784,144.34
Deferred Charges and Statutory Expenditures		
Municipal--Excluded from "CAPS"	324,500.00	251,700.00
County Taxes	7,592,128.48	7,596,572.21
Due County for Added and Omitted	8,115.51	54,969.10
Local School District Taxes	26,885,067.00	27,553,459.52
Creation of Reserves		252,161.41
Refund Prior Year Revenue	112,946.86	31,009.13
Cancellation of State and Federal Grants		
	<hr/>	<hr/>
Total Expenditures	69,001,084.76	69,113,363.64
	<hr/>	<hr/>
Excess in Revenue	939,529.49	(90,918.88)
Adjustment to Income Before Fund Balance:		
Expenditures Included above which are by Statute Deferred Charges to Budget of Succeeding Year		90,918.88
	<hr/>	<hr/>
Statutory Excess to Fund Balance	939,529.49	---
Balance Jan. 1	85,870.41	1,545,870.41
	1,025,399.90	1,545,870.41
Decreased by:		
Utilized as Revenue	---	1,460,000.00
	<hr/>	<hr/>
Balance Dec. 31	1,025,399.90	85,870.41
	<hr/> <hr/>	<hr/> <hr/>

RECOMMENDATIONS

That the Township appoint a specific person to review all contracts regardless of type to ensure they are in compliance with all aspects of N.J.S.A. 40A:11-1 through 51.

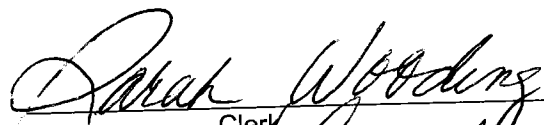

That the Township designs and implements controls to ensure adequate oversight over the Construction Code Office.

That the Township develops stronger controls and establish procedures to ensure all grant procedures are followed.

That the Township maintains copies of all grant records in the possession of the grant management company. The Township must also appoint an employee with knowledge of the financial system to review all reports prior to the submittal to the pass through agency.

The above synopsis was prepared from the Report of Audit of the Township of Willingboro, County of Burlington, for the calendar year 2010, submitted by Stephen E. Ryan, Registered Municipal Accountant, Certified Public Accountant of Bowman & Company LLP, Certified Public Accountants. The information included therein is not intended to represent complete financial information as presented in the Report of Audit. A copy of the Report of Audit is on file at the Municipal Clerk's office and may be inspected by any interested person.

A Corrective Action Plan, which outlines the remedial actions the management of the Township of Willingboro will take in response to the recommendations contained in the Schedule of Audit Findings and Questioned Costs, included in the Report of Audit, will be prepared in accordance with federal and state guidelines. A copy of the Corrective Action Plan will be placed on file and be made available for public inspection in the office of the Municipal Clerk in compliance with the Division of Local Government Services directives.


Clerk


REPORT OF MUNICIPAL COURT - YEAR 2010

TO: Sarah Wooding, Township Clerk
Township of Willingboro
Salem Road
Willingboro, New Jersey 08046

Dear Ms. Wooding:

This report covers the accounts of the Municipal Court for the year 2010.

I certify that this is a true copy of the report filed with Judge Harold George.

Signed 
Registered Municipal Accountant

R.M.A. Number CR00407

ANNUAL AUDIT REPORT
FOR THE YEAR 2010

MUNICIPAL COURT OF: Willingboro

COUNTY OF: Burlington

COURT INFORMATION:

ADDRESS: 1 Salem Road PHONE: (609) 877-2200

Willingboro, NJ 08046 COUNTY: Burlington


JUDGE: Harold George

COURT DIRECTOR: NA

COURT ADMINISTRATOR: Joan Sperry

REPORT COMPLETED BY:

NAME: Stephen E. Ryan RMA NUMBER: 20CR00040700

SIGNED BY:  DATE: 4/4/2011

ADDRESS: 601 White Horse Road
Voorhees, NJ 08043

**RECEIPTS AND DISBURSEMENTS
FOR THE YEAR ENDING December 31, 2010**

AGENCY	BALANCE Dec. 31, 2009	RECEIPTS	DISBURSEMENTS	BALANCE Dec. 31, 2010
State of New Jersey	\$3,821.15	39,533.64	40,398.89	\$2,955.90
County Treasurer	3,855.77	61,801.22	\$61,558.99	4,098.00
County Lab Fee	140.00	1,459.50	1,539.50	60.00
Municipality	13,020.11	181,958.57	178,583.10	16,395.58
Municipality - POAA		42.00	34.00	8.00
Public Defender		8,981.50	8,401.50	580.00
Conditional Discharge	5.00	2,049.00	1,932.00	122.00
Fish & Game	10.00	320.00	320.00	10.00
Weights and Measures		7,435.00	7,235.00	200.00
Restitution		2,296.26	2,050.06	246.20
Interest - General Account	5.74	35.68	41.38	0.04
Overpayments		28.00	28.00	-
Transcript Fee	105.80	40.00	145.80	-
Miscellaneous Fees		36,686.63	34,603.65	2,082.98
TOTALS	\$20,963.57	\$342,667.00	\$336,871.87	\$26,758.70

Was the ending balance disbursed by the 15th of the next month?
If not, explain?

Yes _____
N/A _____

GENERAL MUNICIPAL COURT INFORMATION

- Does this municipal court serve more than one municipality? No. If so, please list:
NA
- Amount paid or charged in 2010 to 2010 appropriations for salary of judge (s) \$ 44,281.00
Other staff \$ 163,982.02 and expenses \$ 16,685.94.
- Is an approved statewide violations bureau schedule of fines prominently posted in the place where fines are to be paid to the violations clerk? Yes
- Does the court have an approved supplemental Local Violations Bureau Schedule? Yes
If so, is it prominently posted in the place where fines are to be paid to the violations clerk? Yes
- List staff members that are bonded:

Judge <u>Harold George.</u>	Amount of Bond: \$ <u>1,000,000.00</u>
Ct. Dir. <u>NA</u>	Amount of Bond: \$ _____
Ct. Adm. <u>Joan Sperry</u>	Amount of Bond: \$ <u>1,000,000.00</u>
Dep. Ct. Adm. <u>Carolyn Campbell</u>	Amount of Bond: \$ <u>1,000,000.00</u>
Other Staff <u>Valerie York</u>	Amount of Bond: \$ <u>1,000,000.00</u>

**Bonding Includes \$1,000,000 by
Camden County Joint Insurance Pool**
- When does the Judge's term expire? November 8, 2012
- Are uniform traffic tickets serially numbered, properly controlled and accounted for? Yes
- Are tickets eligible for destruction disposed of in a timely and proper manner? Yes

FINANCIAL PROCEDURES

Daily Financial Procedures:

- Are separate cash boxes maintained for each employee that receipts money? No
- Who is responsible for completing the Daily Bank Deposit? Carolyn Campbell (Deputy Ct. Adm.)
- Who is responsible for transporting the Daily Deposit to the bank? Bank Courier
- What procedures are followed to transport the moneys to the bank (i.e., security)? Funds
are batched and turned over to the Finance Department. Bank courier transports the deposits to the bank.
- Are deposits made within 48 hours of receipt? Yes If no, please explain. NA

6. Do the above cash handling procedures provide for adequate security and separation of responsibilities? Yes
7. Do the deposit slips match the totals provided by the Daily Batch and Criminal Journal? Yes If no, please explain. NA
8. Do the deposit slips match the daily totals displayed on the ATS Monthly Cashbook? Yes
If no, please explain. NA
9. Are the deposit slips attached to the ATS Daily Batch Report and Criminal Journal? Yes
10. As of what date or dates was cash counted, reconciliations made and bank balance confirmed? December 31, 2010

Monthly Financial Procedures:

11. Are separate general/bail accounts maintained? Yes
12. Is the court utilizing the ATS/ACS monthly cashbook? Yes If no, please explain. It is utilized but reconciliations are only achieved with immaterial unidentified differences
13. Who is responsible for the municipal court financial procedures (name and title)?
Joan Sperry – Municipal Court Administrator
14. Do the monthly disbursement checks equal account totals on Part V of the ATS Monthly Cash Book ? Yes If no, please explain. NA
15. Are moneys turned over to the proper agencies on or before the 15th of each month? Yes
If no, please explain. NA
16. Does the general account accrue interest? Yes Bail account? Yes Is the interest turned over to the municipality on a monthly basis? Yes
17. Are overpayment checks written on a monthly basis? Yes Interest? Yes
18. Is the Bank reconciliation page of the Monthly Cash Book completed and balanced? Yes
If no, explain. It is completed but reconciliations are only achieved with immaterial unidentified differences
19. Are the Fiscal Records kept in a safe place? Yes

Bail Procedures:

20. Is bail collected by the police department properly and promptly turned over to the municipal court? Yes
21. Are bail refunds done in a timely manner? Yes Are the refund checks made out to the surety? Yes
22. Are bail forfeitures done in a timely manner? Yes
23. Are the cash balances on the monthly Bail on Account Report equal to the account balance in the Bail Account? Yes

COMMENTS:

NONE

RECOMMENDATIONS:

NONE

TOWNSHIP OF WILLINGBORO

EXIT CONFERENCE REPORT

INCLUDING REQUIRED COMMUNICATIONS WITH THOSE CHARGED WITH
GOVERNANCE AND MANAGEMENT

RESULTING FROM THE AUDIT OF THE
FINANCIAL STATEMENTS
FOR THE YEAR ENDED
DECEMBER 31, 2010

A. SCOPE OF SERVICES

Scope of Services

Section 1 of the Engagement Contract, for the audit of the financial statements of the various funds of the Township of Willingboro, County of Burlington, State of New Jersey (the "Municipality") between Bowman & Company LLP (the "Auditor") and the Municipality included a full description of the scope of services to be provided during the conduct of the audit for the year ended December 31, 2010. The scope of services included all funds and accounts as required by the Requirements of Audit promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; the regulatory agency responsible for the oversight of the audit.

Responsibilities Under Generally Accepted Auditing Standards

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Full disclosure of all responsibilities of the Municipality and the Auditor is included in the Engagement Contract.

Risk of Fraud

Auditing standards generally accepted in the United States of America require that we plan and perform the audit to detect material misstatements in the financial statements whether caused by error or fraud. During the conduct of our audit, we identified and assessed fraud risk factors and subsequently designed our audit tests in compliance with the standards. It is important to note that fraud risk factors do not necessarily indicate the existence of fraud; however, they are often present where fraud exists. While auditing standards related to the detection of material misstatements in the financial statements as a result of fraud have significantly changed, it is vital that management of the Municipality understand, and take seriously, its role in fraud prevention and detection by establishing programs and controls to help prevent, deter and detect fraud, by monitoring those programs and controls for compliance, and by setting the proper "tone at the top" that fraudulent activity will not be tolerated.

The results of our audit did not disclose the existence of any material misstatements in the financial statements caused by error or fraud.

B. OTHER MATTERS AND SIGNIFICANT FINDINGS

Significant Accounting Policies

The accounting policies utilized by the Municipality for the audit year are in conformity with accounting practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than generally accepted accounting principles. There were no issues that arose in connection with the application of these practices.

There were no changes to accounting policies for the year under audit.

Management's Judgments and Accounting Estimates

Accounting estimates, based upon management's judgments, are an integral part of the aforementioned financial statements. Those judgments are normally based on knowledge and experience concerning past and current events, assumptions concerning future events, and requirements of regulatory agencies. We are not aware of any unusual matters concerning management's judgments and estimates.

Audit Adjustments and Passed Audit Adjustments

We have informed the appropriate members of management of any required audit adjustments that, either individually or in the aggregate, have a material effect on the Municipality's financial reporting process. For purposes of this report, professional standards define an audit adjustment, whether or not recorded, as a proposed correction of the financial statements and financial records that, in our judgment, may not have been detected except through our auditing procedures. The definition also includes adjustments that were not recorded by the Municipality, because they were not material to the financial statements, but could be material to future financial statements. We are unaware of any unrecorded audit adjustments.

Passed audit adjustments include all adjustments to the financial records of the Municipality for which, in the judgment of the Auditor, were not necessary because such adjustments, individually or in the aggregate, did not have a material effect on the Municipality's financial reporting process. There were no passed audit adjustments for the year under audit.

Our Responsibility for Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, the responsibility of the Auditors, for other information in documents containing the financial statements of the Municipality, does not extend beyond the financial statements, identified in the Independent Auditor's Report, and the Auditors are not required to perform procedures to corroborate such other information. However, in accordance with such standards, the Auditor is required to read the information in the document and consider whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. It is also our responsibility to call to the attention of management any information, which we believe is a material misstatement of fact.

B. OTHER MATTERS AND SIGNIFICANT FINDINGS (CONT'D)

Major Issues Discussed with Management Prior to Our Retention

Professional standards require that we report major issues, discussed with management, in connection with our recurring retention, regarding the application of accounting principles, financial reporting policies and practices and auditing standards. We are pleased to report that there were no such discussions with management prior to our retention as auditors of the aforementioned combined financial statements.

Difficulties Encountered in Performing the Audit

We are pleased to report that there were no significant difficulties in performing the audit of the aforementioned financial statements.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated (date of management representation letter).

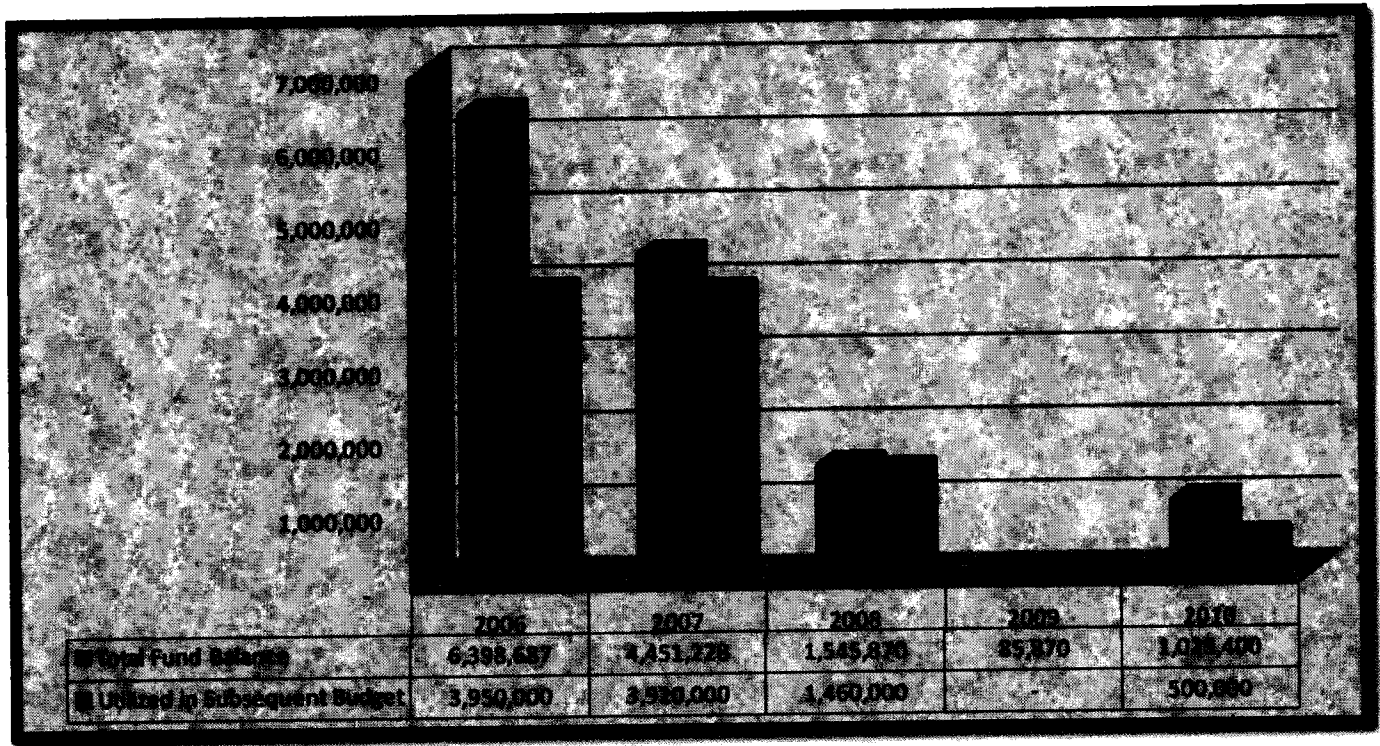
Audit Findings Reported in Accordance with Applicable Audit Standards

Significant deficiencies and material weaknesses related to internal control deficiencies and matters of noncompliance with applicable laws and regulation are summarized in Items for Discussion as required by all applicable audit standards.

C. KEY STATISTICAL HIGHLIGHTS

Fund Balances

A five year trend of fund balances and amounts anticipated as revenue in the subsequent year's budget is presented as follows:

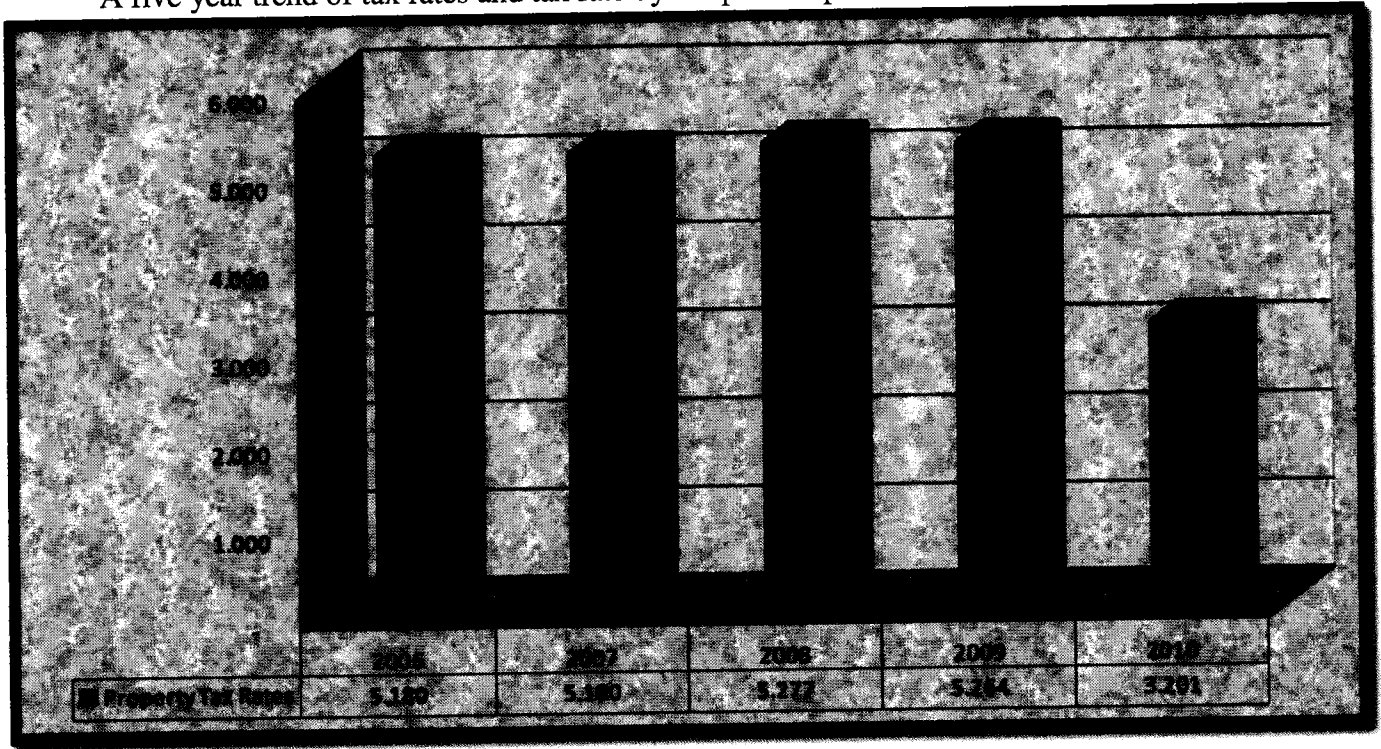


**Budget for subsequent year has not been passed; therefore preliminary budgeted amount is shown in 2010.*

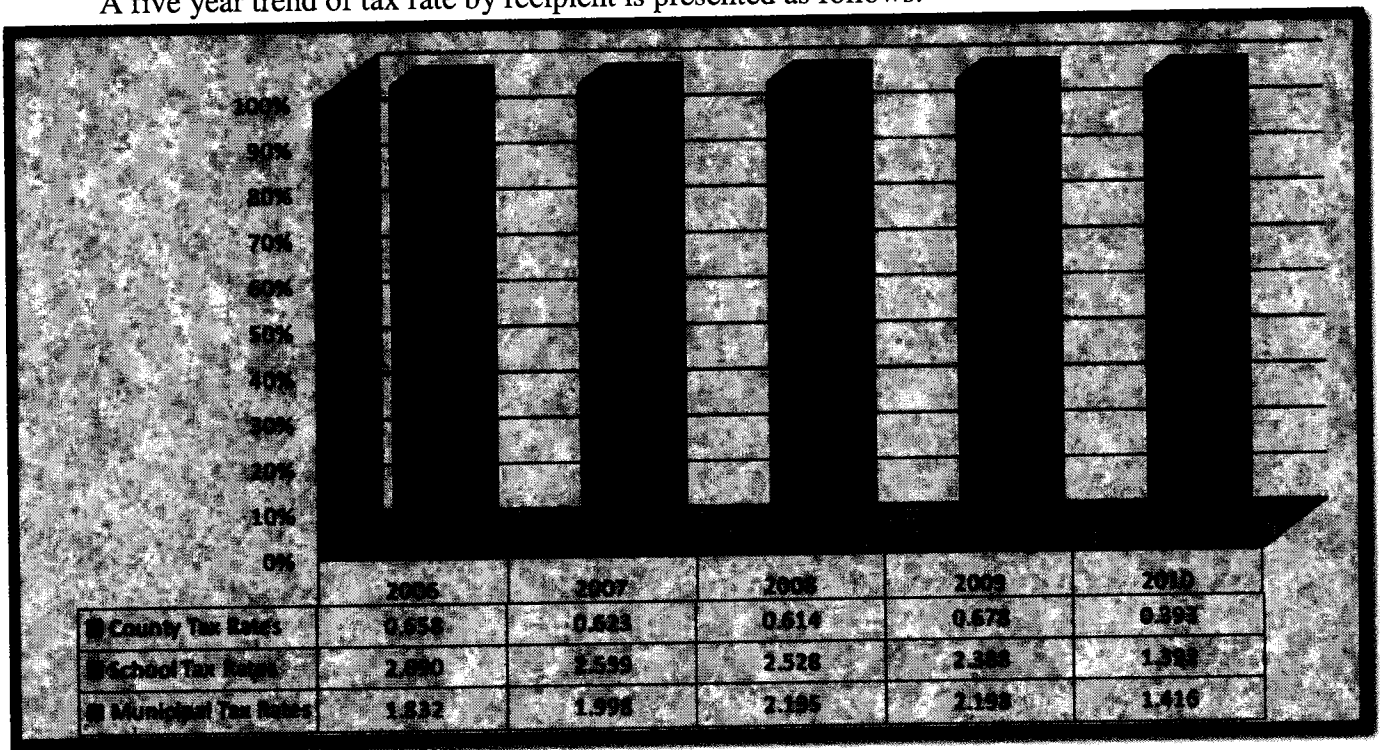
C. KEY STATISTICAL HIGHLIGHTS (CONT'D)

Property Tax and Related Information

A five year trend of tax rates and tax rate by recipient is presented as follows:



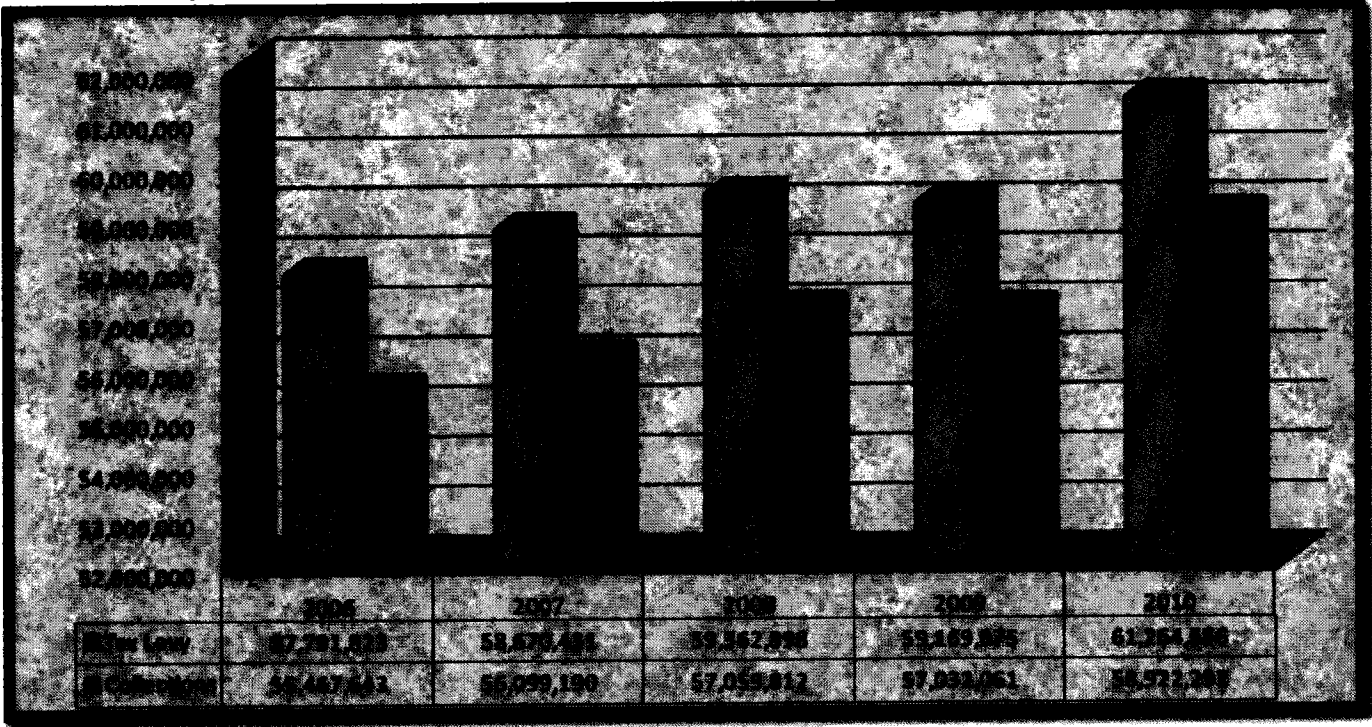
A five year trend of tax rate by recipient is presented as follows:



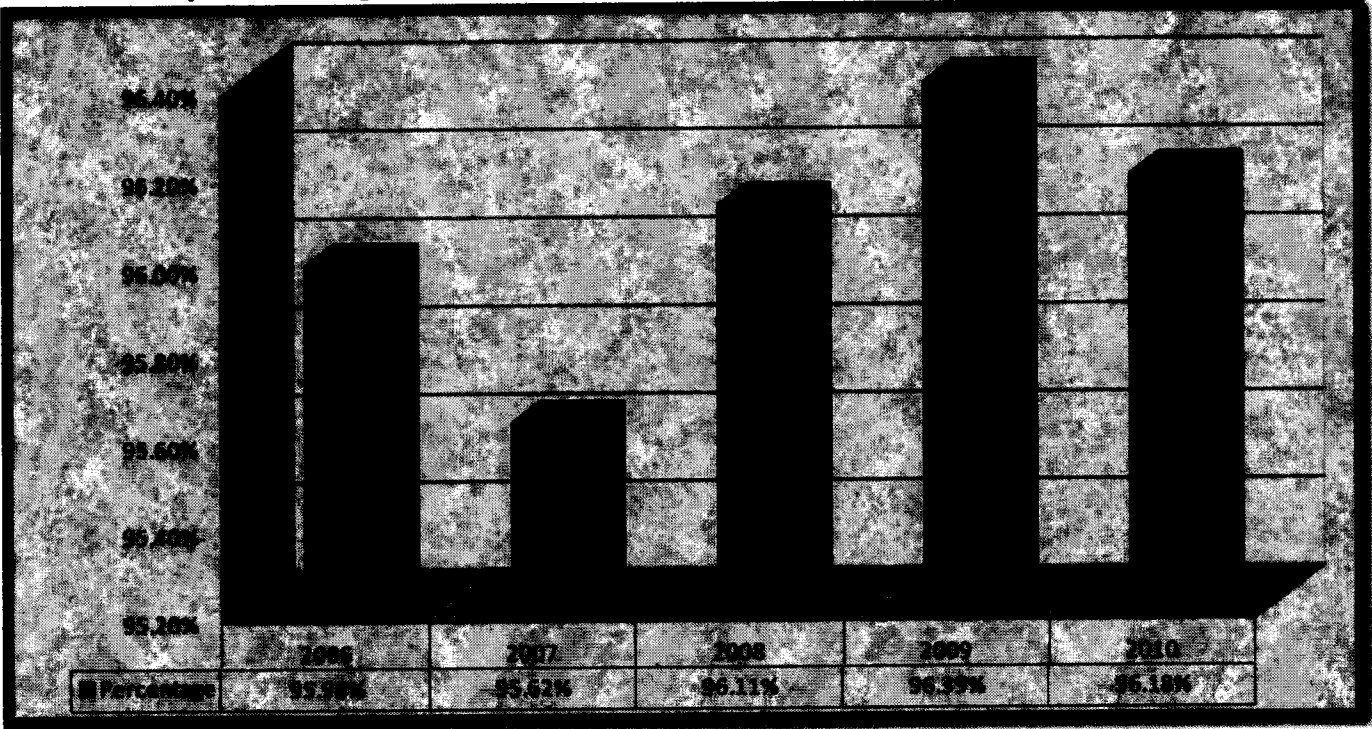
C. KEY STATISTICAL HIGHLIGHTS (CONT'D)

Property Tax and Related Information (Cont'd)

A five year trend of tax levies and collections is presented as follows:



A five year trend of percentages of collection is presented as follows:



D. USE OF THIS REPORT AND APPRECIATION

This report is intended solely for the information and use of those charged with governance and management of the Township of Willingboro, and is not intended to be, and should not be distributed to, or used by, anyone other than these specified parties. It is not to be distributed, copied, used, circulated, quoted, or excerpted for any other purpose. We appreciate this opportunity to serve the Township.

Respectfully submitted,

BOWMAN & COMPANY LLP



Stephen E. Ryan
Certified Public Accountant
Registered Municipal Accountant

Voorhees, New Jersey
March 2, 2011

FYI

- Due to the efforts of the finance department the financial records were in impeccable condition and the general ledger was reconciled within days of the close of 2010. They have even taken the initiative to print out monthly bank statements from online in order to immediately reconcile cash during the first week of the following month. Due to these efforts the audit has been completed and the budget is ready for introduction substantially earlier than in previous years.
- During 2011, the Township should transfer all remaining funds in the public assistance that are due to interest earnings to the current fund. The public assistance account should then be closed.

FINDINGS & RECOMMENDATIONS

Finding No. 2010-01

Criteria or Specific Requirement

The Township is subject to rules governing the awarding of contracts contained in N.J.S.A. 40A:11-1 et. seq (Local Public Contracts Law).

Condition

The Township did not maintain adequate oversight over the monitoring of purchases subject to the Local Public Contracts Law.

Effect

As a result of this condition the following item occurred during the year:

- The Township awarded an \$80,000 contract without soliciting bids. Further this contract was awarded to an employee who did not qualify as an independent contractor.

Recommendation

That the Township appoint a specific person to review all contracts regardless of type to ensure they are in compliance with all aspects of N.J.S.A. 40A:11-1 through 51.

Finding No. 2010-02

Criteria or Specific Requirement

All fees charged and collected by a municipal government require authorization through a local ordinance or state statute or rule.

Condition

The Construction Code Office began collecting a new fee for certificates of compliance without correct authorization.

Effect

As a result of this condition 56 residences of the Township paid a fee that was not authorized by Council.

Recommendation

That the Township designs and implements controls to ensure adequate oversight over the Construction Code Office.

FINDINGS & RECOMMENDATIONS (CONT'D)

Finding No. 2010-03

Criteria or Specific Requirement

The Township did not authorize the portion of a capital ordinance that was funded by a grant.

Condition

The Township was a recipient of the HUD Senior Center grant in the amount \$375,600.00. This grant was received and spent in the Capital Fund without an ordinance anticipating grant funds and authorizing the expenditures.

Effect

Possible deferred charges that must be raised in the Current Fund budget and temporary restrictions on the use of fund balance.

Recommendation

That the Township develops stronger controls and establish procedures to ensure all grant procedures are followed.

Finding No. 2010-04

Criteria or Specific Requirement

The general terms and conditions for administering grants requires fiscal monitoring and accurate reporting when filing periodic reports and requests for payment.

Condition

The amounts reported by the grant management company to the pass through agency for amounts spent on the federal and local portion were materially different from the financial records of the Township. The federal portion was overstated by \$41,222.81 and the local portion was understated by \$183,496.49.

Effect

Incorrect reimbursement of grant monies.

Recommendation

That the Township maintains copies of all grant records in the possession of the grant management company. The Township must also appoint an employee with knowledge of the financial system to review all reports prior to the submittal to the pass through agency.

OTHER ITEMS

Other minor administrative matters discussed in detail with the finance staff but do not include recommendations for management.

The Township improperly changed the status of an employee to an independent contractor in violation of IRS rules.

State Contract Awarded by Resolution

- The Township did not properly award a state contract in the minutes

Contractor vs. Employee

- The Township changed the status of an employee to an independent contractor possibly in violation of IRS rules. An employee was allowed to retire and immediately return as an independent contractor even though he failed to meet several key criteria set forth by the IRS that would qualify the employee as a contractor.

Sale of Capital Assets

- The Township did not pass a resolution approving the sale of capital assets that were sold at auction. Further, this resolution must contain a detail listing of all assets being sold and a summary must be advertised in the official newspaper of the township.

OTHER ITEMS

Debt Service

- We noted that 5 of the Townships improvement authorizations have not been spent in a timely manner and if the remaining funds are not expended or cancelled in the near future there is a potential that penalties may have to be paid to the IRS.

Payroll

- There were 2 instances where direct deposit forms were not on file.

Municipal Court

- We found that ticket booklets were issued without an authorizing signature indicating which officers had requisitioned the booklets out of inventory. We also found that in many instances the date was not included with the signature on the Ticket Control Log.

Construction Code Office

- We found that for the 1st, 2nd and 3rd quarters, the DCA fee remittance to the state did not agree to what was collected. In addition, the amount of DCA fees collected in the general ledger was higher from what was reported by the Construction Code Office by \$1,703.00.

Recreation Office

- Based on our analysis, we could not account for the sales of 10 seasonal pool passes. The estimated shortage of revenues for these passes projects out to be between \$300.00 and \$600.00. We also found that the Recreation Department had sold seasonal pool passes as "7 day" pool passes instead of using separate passes.
- We found that 1 out of 25 receipts tested was not deposited within 48 hours because the Recreation Office used the wrong deposit slip.

Attended By:

_____	_____
_____	_____
_____	_____
_____	_____

**TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON**

REPORT OF AUDIT

**WITH
SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDING
DECEMBER 31, 2010**

✓ [Handwritten mark]

**RESOLUTION NO. 2011 – 85
RESOLUTION OF PARTICIPATION**

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY IN THE AMOUNT OF \$53,799

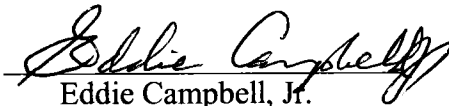
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 5282-11); and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2011, that:

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote
Councilman Anderson
Councilman Ayer
Councilman Gordon
Dep. Mayor Jennings
Mayor Campbell

Yes	No	Abstain	Absent
			✓
✓			
✓			
✓			
✓			

STATE OF NEW JERSEY
SAFE AND SECURE COMMUNITIES
GRANT PROGRAM



PART I

APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED



November 2010

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

TABLE OF CONTENTS

PART I

APPLICATION DOCUMENTS TO BE COMPLETED AND RETURNED

- Application Checklist
- Applicant Information Form
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION CHECK LIST

SUBGRANTEE:

INSTRUCTIONS: **The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 1 copy of the completed application.**

APPLICATION:

PART I

- Applicant Information Form
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

PART II

- Application Authorization (Signed by Mayor)
- General Conditions and Assurances (Signed by Mayor)
- Special Conditions (Signed by Mayor)
- Grant Agreement Certification (Signed by appropriate official)
- Resolution of Participation and Certification of Recording Officer (Signed by Mayor)

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ALL OF THE ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION.**

Applicant Information Form

Safe and Secure Communities Program

Requested Project Duration Period (when to when): 4/4/11 through 4/3/12	Grant No.: P-5282-11
---	----------------------

Municipality: Willingboro Township			
Address: 1 Salem Road			
City: Willingboro	State: NJ	Zip Code: 08046	County: Burlington

Name and Title of Chief Executive/Mayor: Mayor Eddie Campbell Jr.			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 923-9457	Ext.	Email: ecamjr@comcast.net	Fax: (609) 877-1278

Police Department: Willingboro Township Police Department			
Address: 1 Salem Road			
City: Willingboro	State NJ	Zip Code: 08046	County: Burlington
Agency Website: www.willingboropolice.com	Start of Fiscal Year: January <i>(i.e., Jan, July, Oct)</i>		Federal ID Number: 21-6007381

Name and Title of Project Director: Township Manager, Joanne Diggs <i>(co-signer on financial reports)</i>			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 877-2200	Ext. 1036	Email: jdiggs@willingborotwp.org	Fax: (609) 835-0782

Name and Title of Contact Person: Director of Public Safety Gregory Rucker <i>(Person directly responsible for project operations)</i>			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 877-2200	Ext. 1054	Email: rucker@willingboropolice.com	Fax: (609) 877-0942

Name and Title of Chief Financial Officer: Barbara Lightfoot <i>(Person who co-signs financial reports)</i>			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 877-2200	Ext 1001	Email: blightfoot@willingborotwp.org	Fax: (609) 589-7845

SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBGRANTEE: Township of Willingboro

GRANT NUMBER: P- 5282-11

PROJECT DURATION:

Total Number of Sworn Law Enforcement Officers: 64

Number of Officers funded by the grant: 1

Number of Civilians funded by the grant: 1

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned: The Officers' specific assignment will be determined by the collection and analysis of information obtained through our in-house records management system. Some of the officers deliberate enforcement efforts will be focused on the reduction of gang activity, violent crime, residential, commercial and vehicular burglaries, robberies, auto thefts and weapon offenses.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime: The following, outlines the strategies that the officer will be employed to effectively reduce Part I Crimes:

- 1. Geographically directed patrols**
- 2. Increased contact with residents**
- 3. Deployment based on crime analysis**
- 4. Increased focus on quality of life concerns**
- 5. Increased interaction with neighborhood watch groups**
- 6. Perform business checks on a routine basis**
- 7. Work more closely with School Resource Officers**
- 8. Visits with neighborhood watch groups**
- 9. Utilize intelligent led policing strategies**

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned: The civilian acts as a liaison between officers from the police department and the business and residential community. The civilian also coordinates programs which unite the department with the community. Those programs include but are not limited to D.A.R.E, National Night Out, Local Youth Police Academy and Police/Youth Unity Breakfast.

APPLICANT Township Of Willingboro

Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
<p>A. Salaries and Wages</p> <p>Rank and Name of Each Grant Funded Person</p> <p>Patrolman Robert Wallace \$92,021</p> <p>Crime Prevention Specialist Dionne Bolden \$45,191</p> <p>List the names and salaries of personnel assigned to the grant</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$43,799</p> <p>\$10,000</p>	<p>\$48,222</p> <p>\$35,191</p>	<p>\$92,021</p> <p>\$45,191</p>
<p>Sub-Total Salaries and Wages</p>	<p>\$53,799</p>	<p>\$83,413</p>	<p>\$137,212</p>
<p>A-1. Fringe Benefits</p> <p>Fringe Benefits (@ _____ %) Sub-Total Fringe Benefits</p>	<p>\$30,000</p>	<p>\$30,000</p>	<p>\$30,000</p>
<p>Total Salaries & Fringe Benefits</p>	<p>\$53,799</p>	<p>\$113,413</p>	<p>\$167,212</p>

STATE OF NEW JERSEY
SAFE AND SECURE COMMUNITIES
GRANT PROGRAM



PART II

APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED



December 2010

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

- ✓ Application Authorization
- ✓ General Conditions and Assurances
- ✓ Special Conditions
- ✓ Grant Agreement Certification
- ✓ Resolution of Participation and Certification of Recording Officer

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Division of Criminal Justice to participate in the State Fiscal Year 2011 Safe and Secure Communities Program

at an estimated total project cost of \$ 53,799.

On behalf of the unit of government, the undersigned certifies and agrees that:

1. All grant funds shall be used exclusively for the purposes specified in the grant award.
2. It shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.
3. It shall pay all fringe benefit expenses and all costs in excess of the grant award.
4. It will comply with all conditions applicable to subgrants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.
5. As of the date of this document, the municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

64

Police Officers

10

Other Law Enforcement Personnel
(non-police employees who enhance
a project's law enforcement capacity)

This application consists of the following attachments in addition to this form:

1. Applicant Information Form,
2. Program Application Narrative,
3. Budget Detail,
4. Grant Agreement Certification,
5. General Conditions and Assurances,

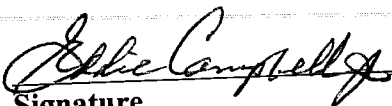
6. Special Conditions, and
7. Resolution of Participation and Certification.

I 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.

Township of Willingboro
Subgrantee Municipality

Grant # P- 5282-11

Mayor Eddie Campbell Jr.
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

5/24/2011
Date

[ss rev'd 12/2010]

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Subgrantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Subgrantee agrees to comply and to require its contractors to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all federal, State, municipal laws, regulations and State circulars generally applicable to the activities in which the grantee is engaged in the performance of this Subgrant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this subgrant.
4. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this award.
5. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current plan on file. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Subgrantee will forward a copy of the finding to DCJ.
6. The Subgrantee understands and agrees to comply with state Executive Order No. 34 (March 17, 1976), and State Treasury Circular Letter OMB 93-13-GSA regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct

business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

7. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
10. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in the current edition of U.S. Department of Justice, Office of Justice Program, OJP Financial Guide, Part III, Chapter 19, available on the web at: <http://www.ojp.usdoj.gov/financialguide/> Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
11. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to the OJP's Financial Guide, Part III Chapter 7: Allowable Costs, and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
12. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, withhold payments to the Subgrantee on this or any grant with other State agencies until the required reports have been submitted.

13. The Subgrantee agrees to provide information required for any evaluation conducted by L&PS, DCJ and the State of New Jersey.
14. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
 - d. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Form 108, Grant Adjustment Request Form.
15. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Part III Chapter 4: Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70, on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State 07-05-OMB Circular defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
16. The Subgrantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the

Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

17. The Subgrantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.
18. The Subgrantee agrees to retain all grant records for a period of seven years, unless otherwise directed by DCJ, state, or federal statute. The Subgrantee agrees that this period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
19. Subgrantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
20. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.
21. If applicable, the Subgrantee agrees that it will deposit advances of State grants in interest bearing accounts.
22. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.

- c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
23. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.
24. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
25. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
26. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its quarterly financial reports (Detailed Cost Statements), Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.
 - iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
 - v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:

- i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Subgrantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Subgrantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
27. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. The Subgrantee understands and agrees that persons performing services in connection with a subgrant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. The Subgrantee agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

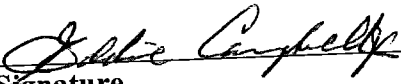
CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

Township of Willingboro
Subgrantee Municipality

Grant # P- 5282 -11

Mayor Eddie Campbell Jr.
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

May 4, 2011
Date

[SS revd 1/2011]

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

SPECIAL CONDITIONS

Subgrantee: Township of Willingboro

Subgrant Number: P- 5282-11

1. **Prohibited Use of Funds:** The Subgrantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **No Supplanting of Local Funds:** The Subgrantee agrees that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds.
3. **Compliance with Program Laws and Regulations:** Subgrantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Division of Criminal Justice (DCJ), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the subgrantee. Subgrantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Subgrantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Subgrantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Subgrantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Subgrantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
9. **Financial and Performance Reporting:** The Subgrantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Subgrantee also agrees to file a timely Final DCS and Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Subgrantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Subgrantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*
10. **Availability of Grant Funds:** The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.


CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

Township of Willingboro
Subgrantee Municipality

Grant # P- 5282-11

Mayor Eddie Campbell Jr.
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

May 4, 2011
Date

[SS revd 1/11]

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

Eddie Campbell Jr., by way of Certification in Lieu of Affidavit, says:
(Name)

1. I am Mayor of the Township of Willingboro
(Title) (Name of municipal entity receiving grant funds)

(hereafter "municipal grant recipient").

2. I am submitting this certification in conjunction with the provision of grant funds in the amount of \$53,799 to the municipal grant recipient
(Dollar amount of funds)

by the Division of Criminal Justice under the Safe and Secure Communities Program.

3. In making this certification, I understand that the Division of Criminal Justice will rely upon these statements in processing this application and providing these grant funds.

4. I have reviewed the contents of the application submitted by the municipal grant recipient and the factual statements and information set forth in the application are true to the best of my knowledge and belief.

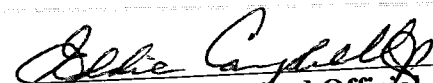
5. I am responsible for authorizing expenditures and disbursements of grant funds and undertaking the programs and activities described in the application.

6. I have reviewed and am familiar with all statutory and regulatory requirements regarding the use of these grant funds; and have sought the advice of municipal legal counsel as appropriate or necessary.

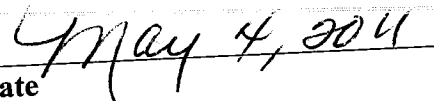
7. I will ensure that the municipal grant recipient shall use all grant funds exclusively to pay the salaries of police officers and other law enforcement personnel deployed in law enforcement project.

8. I will ensure that the municipal grant recipient will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

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



Signature of Authorized Official



Date

Grant # P- 5282-11

[SS revd 11/2010]

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

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

WHEREAS, the Township of Willingboro wishes to apply
Applicant's Unit of Government

for funding for a project under the Safe and Secure Communities Program, and

WHEREAS, the Willingboro Township Government has reviewed the
Applicant's Governing Body

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Township of Willingboro for the purpose described
Applicant's Unit of Government

in the application;

THEREFORE, BE IT RESOLVED by the Willingboro Township Council that
Applicant's Governing Body

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

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

Willingboro Township Council held on the
Applicant's Governing Body

3rd day of May, 2011 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 3rd day of May, 2011

SEAL

Sarah Wooding
Signature of Certifying Officer

Acting Township Clerk
Title of Certifying Officer

Sarah Wooding
Name of Certifying Officer

Grant # P- 5282-11