

RESOLUTIONS

2011

86 THROUGH 104

✓

RESOLUTION NO. 2011--86


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

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2011 that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

OVERPAYMENT FOR TAXES

LITTON LOAN SERVICING 1 CORELOGIC DRIVE WESTLAKE, TX 76262 BLOCK 840 LOT 16 2 EDGE COURT OVERPAYMENT TAXES	\$1,313.21
LITTON LOAN SERVICING PO BOX 961223 FORTWORTH, TX 76161-0223 BLOCK 509 LOT 31 11 MILLSTONE LANE OVERPAYMENT TAXES	\$1634.91
DONALD O. JORDAN 59 TENNYSON LANE WILLINGBORO, NJ 08046 BLOCK 1113 LOT 6 59 TENNYSON LANE OVERPAYMENT TAXES	\$705.88
WELLS FARGO ATTN: FINANCIAL SUPPORT UNIT-REGION 1 1 HOME CAMPUS MAC X2302-04D DES MOINES, IA 50328-0001 BLOCK 628 LOT 21 139 HILLCREST LANE OVERPAYMENT TAXES	\$1,935.27



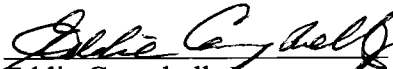
RESOLUTION NO. 2011--87

Authorizing the Approval of Vouchers for Payment & Ratification

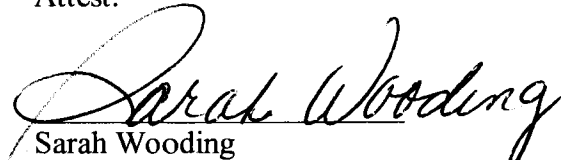
Whereas, Willingboro Township Council received the April 2011 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of May, 2011, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

2011-05-03
BL
MGA

Resolution No. 2011-88

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICE CONTRACT
FOR APPOINTMENT OF AN ASSISTANT PROSECUTOR**

WHEREAS, the Township of Willingboro has a need to appoint an Assistant Municipal Prosecutor to Township to represent the Township's Inspections and Code Enforcement department in the prosecution of property maintenance code violations before the Municipal Court of the Township of Willingboro and to assume the duties of the Township Municipal Prosecutor in the event of his absence or a conflict; and

WHEREAS, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of this contract; and

WHEREAS, the Township requested and received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, the Township Council has selected the Assistant Prosecutor upon its review of the statement of qualifications, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro in the Prosecution of municipal matters; and


WHEREAS, the Township Council selected Angela Watson, Esquire, as Assistant Prosecutor whose contract shall expire on or about December 31, 2011; and

WHEREAS, it is the intention of the Township and Angela Watson, Esquire, to enter into a professional service agreement for one court appearance per month, payable pursuant to the salary ordinance, and for additional court appearances required due to the absence or conflict of the Prosecutor which are payable at the rate of \$300.00 per court session; and

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

1. The Township appoints Angela Watson, Assistant Prosecutor, a copy of this resolution shall be provided to her for her information and attention.
2. The appointment is subject to the availability of funds and the continuing needs of the Township.
3. The Mayor and Clerk are authorized to execute an agreement with Angela Watson for services as Assistant Prosecutor in accordance with the RFQ for this position.


 Sarah Wooding
 Acting Township Clerk


 Eddie Campbell, Jr., Mayor

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson				✓
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
and

Angela Watson, Esquire

THIS AGREEMENT made this 3rd day of May, 2011 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and Angela Watson, Esquire, of 24 Pickwick Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Municipal Prosecutor").

WHEREAS, the Mayor and Council of the Township has engaged Angela Watson, Esquire, to serve as the municipal prosecutor for the Township by duly adopted Resolution No. 2011-88 at its May 3, 2011 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 – SERVICES TO BE RENDERED.

1. The Township hereby engages Angela Watson, Esquire as its Assistant Municipal Prosecutor pursuant to N.J.S.A. 2B:25-1, et seq., commencing May 3, 2011 and ending December 31, 2012, for the performance of legal services, as statutorily required and as hereinafter set forth.
2. Angela Watson, Esquire hereby accepts such contract and agrees to represent the Township of Willingboro in Housing and Property Code violations, zoning, land, or property use regulation, property maintenance, building, and construction. In addition, as Assistant Prosecutor she may represent the state, county or township in all offenses within the statutory jurisdiction of the Willingboro Township municipal court as defined by law, including municipal ordinance and municipal code violations, as required by N.J.S.A. 2B:25-5. The assistant municipal prosecutor shall give all legal counsel and advice where required in prosecuting Township municipal court matters. In furtherance of such general powers and duties, the municipal prosecutor shall:
 - A. Draft or approve as to form and sufficiency all pleadings required to fulfill her role as Assistant municipal prosecutor.
 - B. Render opinions in writing or verbally upon any question of law related to prosecution of municipal court matters and perform such duties as may be necessary to prosecute municipal court matters.
 - C. Attend municipal court appearances or hearings, once per month, and such meetings as may be required to fulfill the responsibilities of the municipal prosecutor.
 - D. Appear in the absence of the Chief Prosecutor and in cases in which the Chief Prosecutor has a conflict prohibiting his appearance in a matter.

SECTION 2 - COMPENSATION.

1. The Assistant Prosecutor shall be compensated for professional services to be

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

Angela Watson, Esquire

performed as outlined in 2 (A) through 2 (D), pursuant to the current Salary Ordinance and/or Resolution, Three thousand seven hundred forty two dollars (\$3,742.00) annually for the appointment.

2. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the hourly fee. These cost and expenses shall include: filing fees, postal expenses in excess of \$1.00 per item mailed, all certified mail charges, photocopying and any other necessary expenses.

3. The compensation noted above shall cover one municipal court appearance per month. In addition, the Assistant Municipal Prosecutor shall be paid \$300.00 for each additional appearance exceeding one per month. Additional appearances will be payable upon submission of a payment voucher by the Assistant Prosecutor.

4. This agreement does not include compensation for filing or defending municipal appeals.

SECTION 3. - TOWNSHIP RESPONSIBILITIES.

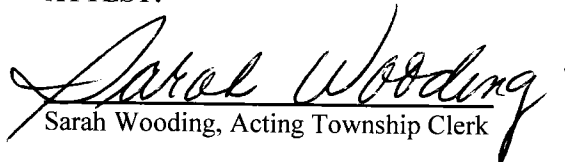
The Township agrees to provide all necessary assistance in properly posting the accounts. Further, the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Municipal Prosecutor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 4 - RECORDS AND PAPERS.

All papers, documents, memorandum, plans and reports, and all materials relating to the duties of the Municipal Prosecutor shall be and remain the property of the Township. The Municipal Prosecutor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

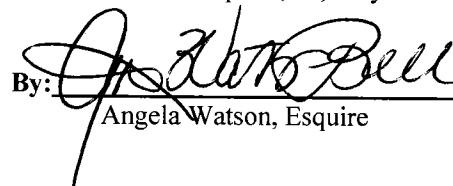
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:


Sarah Wooding, Acting Township Clerk

TOWNSHIP OF WILLINGBORO

By: 
Eddie Campbell, Jr., Mayor

By: 
Angela Watson, Esquire

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

Angela Watson, Esquire

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

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

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

The contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action Law).

The contractor is also required to comply with the requirements of P.L. 2004, c.57 (Business Registration Act).

All proposals and contracts shall be subject to the provisions of Section 1 of P.L. 1977, c.33 (Statement of Corporate Ownership).

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

Angela Watson, Esquire

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
and

Angela Watson, Esquire

THIS AGREEMENT made this 3rd day of May 2011 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and Angela Watson, Esquire, of 24 Pickwick Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Municipal Prosecutor").

WHEREAS, the Mayor and Council of the Township has engaged Angela Watson, Esquire, to serve as the municipal prosecutor for the Township by duly adopted Resolution No. 2011-88 at its May 3, 2011 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 – SERVICES TO BE RENDERED.

1. The Township hereby engages Angela Watson, Esquire as its Assistant Municipal Prosecutor pursuant to N.J.S.A. 2B:25-1, et seq., commencing May 3, 2011 and ending December 31, 2012, for the performance of legal services, as statutorily required and as hereinafter set forth.
2. Angela Watson, Esquire hereby accepts such contract and agrees to represent the Township of Willingboro in Housing and Property Code violations, zoning, land, or property use regulation, property maintenance, building, and construction. In addition, as Assistant Prosecutor she may represent the state, county or township in all offenses within the statutory jurisdiction of the Willingboro Township municipal court as defined by law, including municipal ordinance and municipal code violations, as required by N.J.S.A. 2B:25-5. The assistant municipal prosecutor shall give all legal counsel and advice where required in prosecuting Township municipal court matters. In furtherance of such general powers and duties, the municipal prosecutor shall:
 - A. Draft or approve as to form and sufficiency all pleadings required to fulfill her role as Assistant municipal prosecutor.
 - B. Render opinions in writing or verbally upon any question of law related to prosecution of municipal court matters and perform such duties as may be necessary to prosecute municipal court matters.
 - C. Attend municipal court appearances or hearings, once per month, and such meetings as may be required to fulfill the responsibilities of the municipal prosecutor.
 - D. Appear in the absence of the Chief Prosecutor and in cases in which the Chief Prosecutor has a conflict prohibiting his appearance in a matter.

SECTION 2 - COMPENSATION.

1. The Assistant Prosecutor shall be compensated for professional services to be

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

Angela Watson, Esquire

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

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

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

The contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action Law).

The contractor is also required to comply with the requirements of P.L. 2004, c.57 (Business Registration Act).

All proposals and contracts shall be subject to the provisions of Section 1 of P.L. 1977, c.33 (Statement of Corporate Ownership).

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT
Between the Township of Willingboro
and
Angela Watson, Esquire

EXHIBIT A
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
and

Angela Watson, Esquire

performed as outlined in 2 (A) through 2 (D), pursuant to the current Salary Ordinance and/or Resolution, Three thousand seven hundred forty two dollars (\$3,742.00) annually for the appointment.

2. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the hourly fee. These cost and expenses shall include: filing fees, postal expenses in excess of \$1.00 per item mailed, all certified mail charges, photocopying and any other necessary expenses.

3. The compensation noted above shall cover one municipal court appearance per month. In addition, the Assistant Municipal Prosecutor shall be paid \$300.00 for each additional appearance exceeding one per month. Additional appearances will be payable upon submission of a payment voucher by the Assistant Prosecutor.

4. This agreement does not include compensation for filing or defending municipal appeals.

SECTION 3. - TOWNSHIP RESPONSIBILITIES.

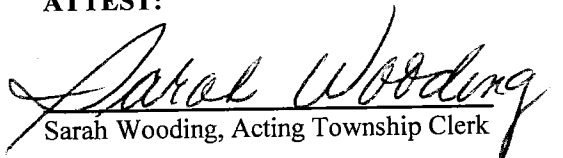
The Township agrees to provide all necessary assistance in properly posting the accounts. Further, the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Municipal Prosecutor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 4 - RECORDS AND PAPERS.

All papers, documents, memorandum, plans and reports, and all materials relating to the duties of the Municipal Prosecutor shall be and remain the property of the Township. The Municipal Prosecutor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.


IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:


Sarah Wooding, Acting Township Clerk

TOWNSHIP OF WILLINGBORO

By: 
Eddie Campbell, Jr., Mayor

By: 
Angela Watson, Esquire

✓

RESOLUTION NO. 2011 - 89
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 3rd day of May, 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- ✓ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

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

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Appointment of New Tax Assessor & Selling of Twp. Fire House on Leventon & Sunset Rd.

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

Eddie Campbell, Jr.
 Eddie Campbell, Jr.
 Mayor

Attest:

Sarah Woodring

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

A Resolution of the Township of Willingboro Authorizing Project Labor Agreements in Eligible Public Works Projects

WHEREAS, pursuant to N.J.S.A. 52:38-1, et seq., a project labor agreement, is a form of pre-hire collective bargaining agreement covering all terms and conditions of a specific project, that can ensure the highest standards of quality and efficiency at the lowest responsible cost on appropriate public works projects; and

WHEREAS, the Township of Willingboro seeks to award public works contracts to ensure the highest standards of quality and efficiency at the lowest responsible cost; and

WHEREAS, project labor agreements allow public entities to more accurately predict the actual cost of the public works project; and

WHEREAS, project labor agreements provide the Township of Willingboro with a guarantee that public works projects will be completed with highly skilled workers; and

WHEREAS, project labor agreements provide for peaceful, orderly and mutually binding procedures for resolving labor issues without labor disruption; and

WHEREAS, N.J.S.A. 52:38-1, et seq., requires that project labor agreements be reviewed on a project by project basis to determine whether a public works project is suitable for a project labor agreement; and

WHEREAS, N.J.S.A. 52:38-2, states that eligible public works projects are any public works project for the construction, reconstruction, demolition or renovation of buildings at the public's expense, for which:

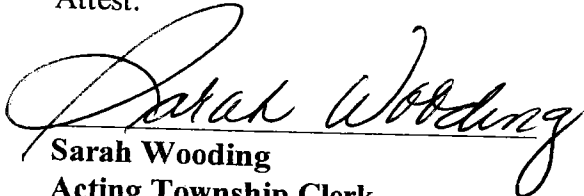
1. workers shall be paid the prevailing wage determined by the Commissioner of Labor, pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.); and
2. The Township estimates that the total cost of the project, excluding land acquisition, will equal or exceed \$5 million; and

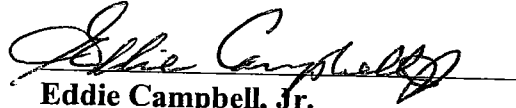
WHEREAS, the use of project labor agreements shall be considered on a project-by-project basis where such agreements benefit Township from a cost, efficiency, quality, safety and/or timeliness standpoint.

NOW, THEREFORE, be it resolved by the Township Council of the Township of Willingboro in open public session on this 3rd day of May, 2011 that the Township will

review all public works projects to determine eligibility for project labor agreements, negotiate the award of project labor agreement and include the required provisions in each project labor agreements, pursuant to N.J.S.A. 52:38-5.

Attest:


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr.
Mayor, Township of Willingboro

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

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



RESOLUTION NO. 2011--91

(WILLINGBORO TOWNSHIP)

A RESOLUTION AUTHORIZING THE WILLINGBORO TOWNSHIP TO EXECUTE
AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE
PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED, by the Council of Willingboro Township, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and

SECTION III. An Agreement has been proposed under which the Willingboro Township and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq., and


SECTION IV. It is in the best interest of the Willingboro Township that the Agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V. The Willingboro Township shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Willingboro Township and affix thereunto the Official Seal.

SECTION VI. All resolutions or parts of resolutions which are inconsistent herewith are hereby repealed in the extent of their inconsistency.

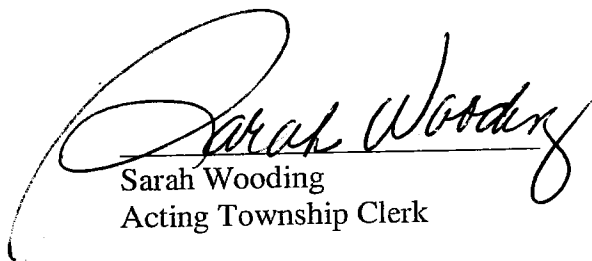
SECTION VII. This Resolution shall take effect immediately after passage and publication as provided by law.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this May 10, 2011, that the above resolution be approved.



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"/>			

* * * Communication Result Report (Jun. 23. 2011 3:19PM) * * *

1}

Date/Time: Jun. 23. 2011 3:18PM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
1288	Memory TX	2655500	P. 3	OK	

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

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

*Pages 9
 Recd 9/1/2011 &
 mailed a
 hard copy to
 Burl. Co. P.O.B. 6000
 Mt. Holly
 08060*

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

TELEFAX COVER SHEET

TO: hacen
 COMPANY: _____
 DATE: 6-23-11
 TO FAX NO. 265-5500

FROM: Vanessa Clatten EXT. 1099 PAGES 3

SUBJECT: As per Sarah Wooding

FOR YOUR INFORMATION PLEASE RESPOND _____

THANK YOU

**BURLINGTON COUNTY, NEW JERSEY
URBAN COUNTY COOPERATION agreement
AND THE TOWNSHIP OF WILLINGBORO
FOR PROGRAM YEARS (FEDERAL FY) 2012-2014**

THIS agreement is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON (hereafter the "Board" or "County") and the above-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT ("Municipality"): Willingboro Township

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships ("HOME") Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development ("HUD") to approve the inclusion of the Municipality as part of the urban county for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program, and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 – CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or

other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.

2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to cooperate with the Municipality to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this agreement than County receives during the three-year agreement period. If HUD does not

award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests' for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The administrative fees assigned to Municipality as a part of the HUD Identified Municipality Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report ("CAPER"), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a "Metropolitan Municipality," per section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

3. MUNICIPALITY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and

publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality's use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.

3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality's Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program.
- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.
- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.
- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.

- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality's reasonable judgment.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County's certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change.

Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. **Records.** Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this agreement plus three years.

4.8. **Other Agreements.** County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County, shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

5. CITIZEN ADVISORY COMMITTEE

5.1. There is hereby established a Community Advisory Committee. The Coordinator of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. **Membership.** The Committee shall consist of not less than 60 members, as follows:

Appointments by County Freeholder Director:

County Office on Aging (1)
County Health Department (1)
Burlington County Planning Board (2)
Workforce Investment Board (1)
Local Unit Manager or Administrator (1)
Labor Union (1)
Housing Developer (1)
Bank; Commercial Lender (1)
Board of Social Services (1)
Environmentalist (1)
Realtor (1)
Citizens-at-Large (5)

Appointments by Chief Executive Officer or governing body

Municipality (maximum of 40)
Burlington County Bridge Commission, Dept. of Economic Development &
Regional Planning (1)
Joint Base – McGuire-Dix-Lakehurst (1)
Burlington County Community Action Program (1)

5.3. Meeting Schedule & Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee's Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for "urban counties".
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.

5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which

disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality's governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

6. PLAN DEVELOPMENT & USE OF FUNDS

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality's plan submitted in accordance with section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.
- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.
- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.
- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by

Municipality pursuant to this agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.

6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this agreement that is unexpended on the date of such close out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement; provided, that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

7. GENERAL TERMS AND CONDITIONS.

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-

referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities under taken by Municipality under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.

7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities under taken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same Agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement..

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be



TOWNSHIP OF WILLINGBORO

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

May 11, 2011

Karen Trommelen, Program Supervisor
Department of Economic Development & Regional Planning
Housing and Community Development Office
P.O. Box 6000
Mount Holly, New Jersey 08060



Re: Resolution 2011-91
Community Development Block Grant Program and Home Investment
Partnership Program (Fiscal Years 2012-2014)

Dear Ms. Trommelen:

Attached is certified copy of Resolution No. 2011 – 91 adopted by Willingboro Township Council on **May 10, 2011**, regarding the above subject matter.

Also attached are three copies of the Agreement which need to be signed by the County Administrator and one copy returned to this office once all signatures have been obtained.

Thank you.

Sincerely,

Sarah Wooding
Acting Township Clerk

SAW/ccm
Att.

RESOLUTION 2011--92
WILLINGBORO TOWNSHIP
CIVIL RIGHTS RESOLUTION

**A RESOLUTION TO AFFIRM THE TOWNSHIP OF WILLINGBORO'S CIVIL RIGHTS
POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES,
PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND
MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL
EMPLOYEES, OFFICIALS AND VOLUNTEERS**

WHEREAS, it is the policy of the Township of Willingboro to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

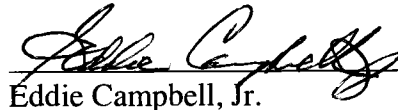
WHEREAS, the governing body of the Township of Willingboro has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Township Council of the Township of Willingboro that:

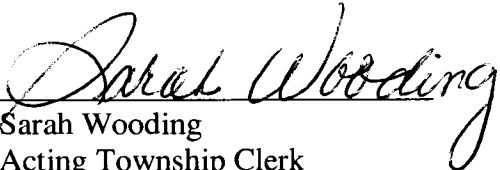
Section 1: No official, employee, appointee or volunteer of the Township of Willingboro by whatever title known, or any entity that is in any way a part of the Township of Willingboro shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Township of Willingboro's business or using the facilities or property of the Township of Willingboro.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Township of Willingboro to provide services that otherwise could be performed by the Township of Willingboro.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

	Recorded Votes	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 2011--93

Resolution Adopting an Employee Handbook and Personnel Policies and Procedures Manual

WHEREAS, it is the policy of the Township of Willingboro to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Civil Service Act, the New Jersey Attorney General's guidelines with respect to Police Department personnel matters, the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and,

WHEREAS, the Township Council of the Township of Willingboro has determined that there is a need for an employee handbook and personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the Township Council of the Township of Willingboro that the Employee Handbook and Personnel Policies and Procedures Manual attached hereto is hereby adopted.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all municipal officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by municipal employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township of Willingboro.

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Municipality shall operate under the legal doctrine known as "employment at will."

BE IT FURTHER RESOLVED that the firm of Cooper Levenson, LLC is hereby appointed as Employment Attorney to advise the Municipality in personnel matters.

BE IT FURTHER RESOLVED that the Township Manager and all managerial/supervisory personnel are responsible for these employment practices. The Employment Attorney shall assist the Township Manager in the implementation of the policies and procedures in this manual.

Section 4: The Township Manager shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

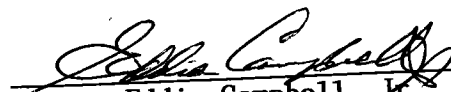
Section 6: The Township Manager shall establish written procedures that require all officials, employees, appointees and volunteers of the Township of Willingboro as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Township Manager shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

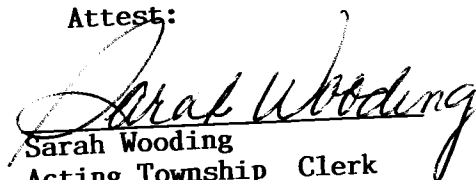
Section 8: At least annually, the Township Manager shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Township of Willingboro. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Township of Willingboro's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Township of Willingboro in order for the public to be made aware of this policy and the Township of Willingboro's commitment to the implementation and enforcement of this policy.


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
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

100
100

**RESOLUTION NO. 2011—94
AUTHORIZING CHANGE ORDER NO. 2
NSP PROJECT—18 FLINTROCK LANE**


WHEREAS, Willingboro Township Council, by Resolution No. 2010-179 awarded a bid to Solar World, Inc. 24 Mari Court, Sewell, New Jersey 08080 in the amount of \$98,336.00 as per the recommendation of CGP&H in their letter dated December 7, 2010; and

WHEREAS, the Rehabilitation Project Manager has submitted paperwork for Change Order No. 2, which indicated addition cost of \$100. (based on work change) for an Adjusted Contract Amount of \$99,686.00 as per the Rehabilitation Program Manager's memo received April 26, 2011; and

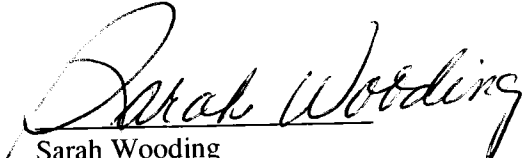
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this May 10, 2011, that the original total bid price be adjusted as indicated above and the change order be approved.

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Certification of Availability of Funds

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

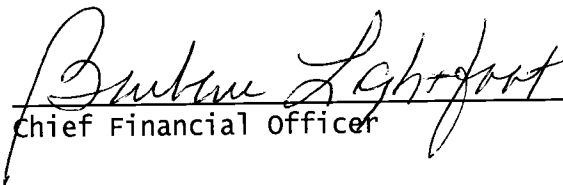
Resolution Date: 04/26/11
Resolution Number: 2011-94

Vendor: SOLARW SOLAR WORLD INC
24 MARNI COURT
SEWELL, NJ 08080

Contract: C0-00015 NSP GRANT/REHAB OF 18 FLINTROC
CONSTRUCTION OF 18 FLINTROCK LN

Account Number	Amount	Department Description
G-01-41-873-000-001	100.00	Neighborhood Stabilization Grant
Total	100.00	

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



Chief Financial Officer

**WILLINGBORO TOWNSHIP
NEIGHBORHOOD STABILIZATION PROGRAM**

CHANGE ORDER AUTHORIZATION

Case No. 18 Flintrock Lane,

Contractor: Solar World Ent.
24 Marni court
Sewell, NJ 08080

CHANGE ORDER #2

DESCRIPTION OF WORK CHANGE

1. Completely demolish all components of the fireplace including the masonry chimney, fireplace insert, interior brick façade, and fireplace hearth. The foundation of the chimney shall be removed at least 8" below grade. The soil surrounding the chimney foundation shall be re-graded to drain water away from the building. Frame existing wall opening, insulate wall, cover with drywall, finish drywall, and install siding on exterior wall. (\$2,450.00)
2. Delete ITEM #21 - FIREPLACE from the construction agreement. (- \$950.00)
3. Delete ITEM # 9 - CHIMNEY from the construction agreement. (- \$1,400.00)

\$ 98,336.00 Original Contract Price


\$ 100.00 (+) Change

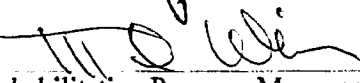
\$ 1,250.00 (+) Previous Change Order Total

\$ 99,686.00 Revised Contract Price


Owner Approval 5/3/11
Date


Contractor Approval 4-26-11
Date


Cost Estimator/Specifications Writer Approval 4-26-11
Date


Rehabilitation Program Manager Approval 4-27-11
Date

cc: [handwritten notes]

RESOLUTION 95

AUTHORIZING CHANGE ORDER NO. 1
NSP PROJECT---14 RANDOLPH PLACE

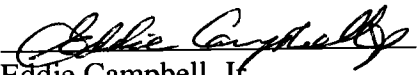
WHEREAS, Willingboro Township Council, by Resolution No. 2010-178 awarded a bid to Solar World, 24 Marni Court, Sewell, New Jersey 08080 in the amount of \$58,650.00 as per recommendation of CGP&H in their letter dated December 7, 2010; and

WHEREAS, the Rehabilitation Project Manager has submitted paperwork for **Change Order No. 1**, which indicated addition cost of \$275.00 (based on work change) for an **Adjusted Contract Amount of \$58,925.00** as per the Rehabilitation Program Manager's memo received April 26, 2011; and

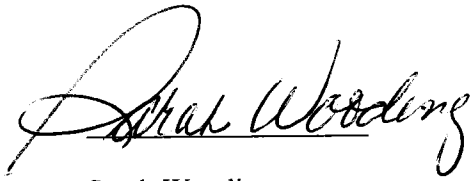
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2011, that the above change order be approved.

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


Eddie Campbell, Jr.
Mayor

Attest:



Sarah Wooding
Acting Township Clerk

Recorded Votes	Yes	No	Abstain	absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

**WILLINGBORO TOWNSHIP
NEIGHBORHOOD STABILIZATION PROGRAM**

CHANGE ORDER AUTHORIZATION

Case No. 14 Randolph Place,

Contractor: Solar World Ent.
24 Marni court
Sewell, NJ 08080

CHANGE ORDER #1

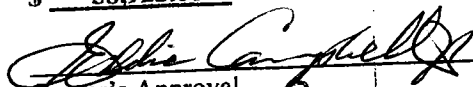
DESCRIPTION OF WORK CHANGE

1. The contractor shall install new ductwork through the first floor ceiling to supply heating and cooling to the living room, dining room, kitchen, and utility room. The contractor shall not connect to the existing supply ducts servicing the second floor of the house. The contractor shall seal the existing in-slab ducts with concrete prior to installing new floor coverings. **(\$450.00)**
2. The contractor shall omit replacement of the entry door specified in ITEM #6 of the construction agreement. **(- \$750.00)**
3. The contractor shall remove the existing entry door located on the D wall (right side wall) of the utility room to allow for code compliant installation of the tank-less water heater on an outside wall. The contractor shall frame the wall opening, insulate the wall, install drywall, finish drywall, and replace the vinyl siding. **(\$750.00)**
4. The contractor shall delete the 150 amp service specified in ITEM #2 of the construction agreement. **(- \$2,900.00)**
5. The contractor shall install a 100 amp electrical service. **(\$2,725.00)**

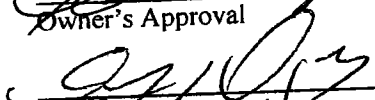
\$ 58,650.00 Original Contract Price

\$ 275.00 (+) Change Order #1

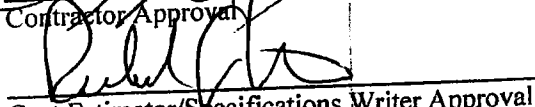
\$ 58,925.00 Revised Contract Price


Owner's Approval

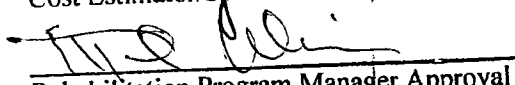
5/3/11
Date


Contractor Approval

4-26-11
Date


Cost Estimator/Specifications Writer Approval

4-26-11
Date


Rehabilitation Program Manager Approval

4-27-11
Date

Certification of Availability of Funds

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

Resolution Date: 05/10/11
Resolution Number: 2011-95

Vendor: SOLARW SOLAR WORLD INC
24 MARNI COURT
SEWELL, NJ 08080

Contract: C0-00014 NSP GRANT/REHAB OF 14 RANDOLPH
COSTRUCTION OF 14 RANDOLPH PLA

Account Number	Amount	Department Description
G-01-41-873-000-001	275.00	Neighborhood Stabilization Grant
Total	275.00	

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

Active 

Chief Financial Officer

✓
2011-05-10

RESOLUTION 2011—96

**A RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR
REMOVAL AND REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS
(PHASE II)**


WHEREAS, the Township of Willingboro voted on April 12, 2011 to repeal and rescind award bid to Landberg Construction of 466 Clarkstown Road, Mays Landing, New Jersey 08330 in the amount of \$186,195.00 as per Resolution 2011—80 corrected name of vendor; and

WHEREAS, the Engineer has submitted **Change Order 1 Final**, copy attached, which represents Extras (High Groundwater Table) Final adjustment increase of \$14,929.55 and a decrease of \$15,136.26; and

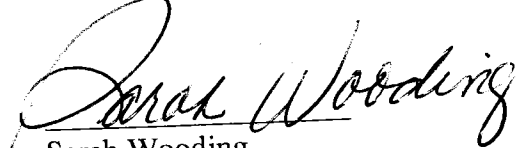
WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2011, as follows:

1. Change Order 1 Final as above adjusts the contract and decreases the contract from \$186,195.00 to \$185,988.29.
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Votes

Councilman Anderson

Councilman Ayrer

Councilman Gordon

Deputy Mayor Jennings

Mayor Campbell

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
✓			

Certification of Availability of Funds

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

Resolution Date: 05/10/11
Resolution Number: 2011-96

Vendor: LANDBERG LANDBERG CONSTRUCTION LLC
466 CLARKSTOWN ROAD
MAYS LANDING, NJ 08330

Contract: C0-00010 LANDBERG-STORM SEWER/CATCH
BASIN PHASE II

Account Number	Amount	Department Description
C-04-55-909-000-010	206.71-	2009 CAPITAL BUDGET
Total	206.71-	

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

Barbara Lightfoot
Attest: _____
Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME, (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

**DIRECTOR OF OPERATIONS
CORPORATE SECRETARY**
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard Czekanski, PE, CME, BCEE

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

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

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

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

**Remington, Vernick
& Walberg Engineers**
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

**Remington, Vernick
& Beach Engineers**
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

April 21, 2011

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

**Re: Township of Willingboro
Removal and Replacement of Storm Sewer Inlets/Catch Basins, (Phase II),
Payment Certificate #3 & Change Order No. 1 (Final)
RV&A #0338T093**

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Certificate No. 3 along with the contractor's voucher for payment in connection with the above-referenced project.

Also enclosed please find four (4) original signed copies of Change Order #1 (Final) representing the final adjustment of as-built quantities and final contract costs for your review and approval, summarized below:

• Original Contract Amount:	\$186,195.00
• Final Contract Amount:	\$185,988.29

Please have the Clerks Office prepare a Resolution for Council approval which adjusts the final contract amount for this project.

Upon passage of the Resolution, please execute and retain one (1) original copy of the Change Order #1 (Final), and return the remaining three (3) copies to our Cinnaminson office.

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

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS


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

Enclosure(s)

c: Richard Brevogel, Director of Public Works, Sarah Wooding, Twp. Clerk, Ray Longmore, RV&A, Hasson Shipman, RV&A, Landberg Construction, LLC

T:\Willingboro\T-093 Removal and Replacement of Storm Inlets & Catch Basins (Phase II)\Inspection & Contract Administration\Payment Certificates\T093ct #3.doc

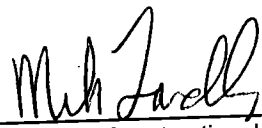
NAME OF PROJECT:
 REMOVAL & REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS, PHASE II
PROJECT NUMBER:

CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE: A) HIGH GROUNDWATER TABLE
B) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

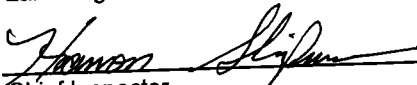
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
15E	24" RCP CLASS V	21	LF	\$110.00	\$2,310.00
17E	INLET DOUBLE B	1	UN	\$4,600.00	\$4,600.00
18E	INLET DOUBLE B-2	1	UN	\$4,600.00	\$4,600.00
23E	CONCRETE SIDEWALK, 4" THICK	20.1	UN	\$73.00	\$1,467.30
24E	CONCRETE DRIVEWAY, 6" THICK	20.55	SY	\$95.00	\$1,952.25
					<u>\$14,929.55</u>
REDUCTIONS					
2R	DRUMS	22	UN	\$0.01	\$0.22
3R	BREAKAWAY BARRICADES	4	UN	\$0.01	\$0.04
6R	SAWCUTTING	8	LF	\$4.00	\$32.00
7R	DGA BASE COURSE, 6" THICK	3	SY	\$3.00	\$9.00
8R	HMA 19M64 BASE COURSE, 8" THICK	20	TON	\$115.00	\$2,300.00
9R	HMA 9.5M64 SURFACE COURSE, 2" THICK	67	TON	\$140.00	\$9,380.00
10R	MILLING, 3" OR LESS	4	SY	\$10.00	\$40.00
16R	INLET TYPE B	1	UN	\$3,300.00	\$3,300.00
22R	MONOLITHIC CONCRETE, ROLLED CURB	3	LF	\$25.00	\$75.00
					<u>\$15,136.26</u>
SUPPLEMENTALS					
				\$0.00	\$0.00
					<u>\$0.00</u>

ORIGINAL CONTRACT AMOUNT	<u>\$186,195.00</u>
+ SUPPLEMENTAL	<u>\$0.00</u>
+ EXTRA	<u>\$14,929.55</u>
- REDUCTION	<u>(\$15,136.26)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL	<u>\$185,988.29</u>


ACCEPTED BY:


4/21/11

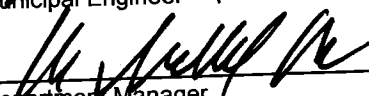
 Landberg Construction, LLC Date


4/21/11

 Chief Inspector Date



4/21/11

 Municipal Engineer Date


4/21/11

 Department Manager Date

APPROVED BY:


5/3/11

 Township of Willingboro Date

RV REMINGTON & VERNICK ENGINEERS
& A CERTIFICATE #3

Landberg Construction, LLC
 466 Clarkstown Road
 Mays Landing, NJ 08330
 609-363-1760

PROJECT NAME:

Removal & Replacement of Storm Sewer Inlets/Catch Basin- phase 2

CERTIFICATE #3

PROJECT NUMBER:

0338T093

CLIENT:

TOWNSHIP OF WILLINGBORO

x/Mark Jacobs

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #3	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	NO ITEM	0	-	\$0.00	\$0.00	0	0	\$0.00
2	DRUMS	22	UNIT	\$0.01	\$0.22	0	0	\$0.00
3	BREAKAWAY BARRICADES	4	UNIT	\$0.01	\$0.04	0	0	\$0.00
4	CONSTRUCTION SIGNS	200	SF	\$7.00	\$1,400.00	200	200	\$1,400.00
5	TRAFFIC DIRECTORS, FLAGGERS	88	MH	\$51.63	\$4,543.44	88	88	\$4,543.44
6	SAWCUTTING	1490	LF	\$4.00	\$5,960.00	950	1482	\$5,928.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	320	SY	\$5.00	\$1,600.00	105	317	\$1,585.00
8	HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	150	TON	\$115.00	\$17,250.00	80	130	\$14,950.00
9	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	110	TON	\$140.00	\$15,400.00	43	43	\$6,020.00
10	MILLING, 3" OR LESS	870	SY	\$10.00	\$8,700.00	866	866	\$8,660.00
11	TACK COAT	130	GAL	\$0.01	\$1.30	130	130	\$1.30
12	NO ITEM	0	-	\$0.00	\$0.00	0	0	\$0.00
13	15" REINFORCED CONCRETE CULVERT PIPE, CLASS V	105	LF	\$90.00	\$9,450.00	12.5	105	\$9,450.00
14	18" REINFORCED CONCRETE CULVERT PIPE, CLASS V	80	LF	\$95.00	\$7,600.00	7	80	\$7,600.00
15	24" REINFORCED CONCRETE CULVERT PIPE, CLASS V	65	LF	\$110.00	\$7,150.00	41	86	\$9,460.00

16	INLET, TYPE "B" (0-6' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	5	UNIT	\$3,300.00	\$16,500.00	0	4	\$13,200.00
17	INLET, TYPE "DOUBLE B" (0-6' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR	3	UNIT	\$4,600.00	\$13,800.00	0	4	\$18,400.00
18	INLET, TYPE "B-2" (0-6' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR	6	UNIT	\$4,600.00	\$27,600.00	0	7	\$32,200.00
19	INLET, TYPE "B-2" (6-8' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR	1	UNIT	\$5,600.00	\$5,600.00	0	1	\$5,600.00
20	INLET, TYPE "DOUBLE B-2" (0-6' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	2	UNIT	\$6,600.00	\$13,200.00	1	2	\$13,200.00
21	INLET, TYPE "DOUBLE B-2" (6-8' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR	1	UNIT	\$7,600.00	\$7,600.00	0	1	\$7,600.00
22	MONOLITHIC CONCRETE ROLLED CURB AND GUTTER	580	LF	\$25.00	\$14,500.00	300	577	\$14,425.00
23	CONCRETE SIDEWALK, 4" THICK	35	SY	\$73.00	\$2,555.00	20.1	55.1	\$4,022.30
24	CONCRETE DRIVEWAY, 6" THICK	25	UNIT	\$95.00	\$2,375.00	20.55	45.55	\$4,327.25
25	YELLOW CURB PAINT	30	UNIT	\$7.00	\$210.00	30	30	\$210.00
26	TOP SOIL, 4" THICK	300	SY	\$7.00	\$2,100.00	300	300	\$2,100.00
27	FERTILIZING AND SEEDING, TYPE A-3	300	SY	\$1.00	\$300.00	300	300	\$300.00
28	SOIL AGGREGATE DES. I-13 (IAWD)	100	CY	\$8.00	\$800.00	100	100	\$800.00

TOTAL AMOUNT COMPLETED TO DATE

\$185,982.29

LESS 2% RETAINAGE

\$3,719.65

SUBTOTAL

\$182,262.64

LESS AMOUNT PREVIOUSLY PAID

\$122,110.94

AMOUNT DUE THIS CERTIFICATE

\$60,151.70

SUMMARY

ORIGINAL CONTRACT AMOUNT

\$186,195.00

CHANGE ORDERS (ADJUSTED AMOUNTS)

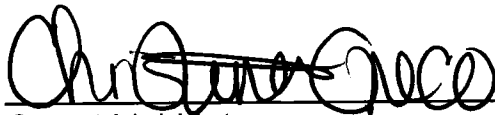
1	
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

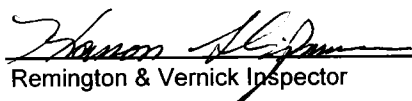
TOTAL CHANGE ORDERS \$0.00
 AMENDED CONTRACT AMOUNT \$186,195.00

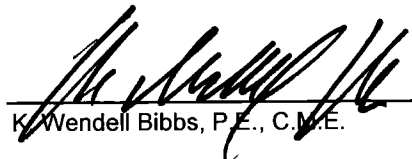
PAYMENTS TO DATE (AMOUNT)

1	\$104,858.04
2	\$17,252.90
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT) \$122,110.94
 AMOUNT OF THIS CERTIFICATE \$60,151.70
 TOTAL AMOUNT OF WORK COMPLETED \$185,982.29
 NOTICE TO PROCEED DATE 02/08/11
 PROJECT COMPLETION DATE 03/25/11

 4/21/11
 Contract Administrator Date

 4/21/11
 Remington & Vernick Inspector Date

 4/21/11
 K. Wendell Bibbs, P.E., C.M.E. Date

No 017991

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To **Landberg Construction, LLC**

ADDRESS **466 Clarkstown Road**

CITY **Mays Landing, NJ 08330**



DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	2009 REMOVAL AND REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE II)		
	Total Amount Completed to Date:		\$185,982.29
	Less 2% Retainage		\$3,719.65
	Subtotal		\$182,262.64
	Less Amount Previously Paid		\$122,110.94
	Amount Due This Certificate		\$60,151.70

VENDOR'S CERTIFICATION AND DECLARATION

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

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

(Check either but not both)

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

Signature

Title

DEPARTMENT HEAD CERTIFICATION

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

Signature _____

Title _____

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



TOWNSHIP OF WILLINGBORO

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

May 17, 2011

Landberg Construction, LLC
466 Clarkstown Road
Mays Landing, New Jersey 08330

Re: Invoice and Resolution 2011---96

Dear Sir:

Enclosed is a copy of Resolution 2011—96 which was adopted at the Willingboro Township Council meeting of May 10, 2011.

Also enclosed is a voucher. It would be greatly appreciated if you would please sign and return the voucher so that payment can be done.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.

/saw

RESOLUTION 2011—96

**A RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR
REMOVAL AND REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS
(PHASE II)**


WHEREAS, the Township of Willingboro voted on April 12, 2011 to repeal and rescind award bid to Landberg Construction of 466 Clarkstown Road, Mays Landing, New Jersey 08330 in the amount of \$186,195.00 as per Resolution 2011—80 corrected name of vendor; and

WHEREAS, the Engineer has submitted **Change Order 1 Final**, copy attached, which represents Extras (High Groundwater Table) Final adjustment increase of \$14,929.55 and a decrease of \$15,136.26; and

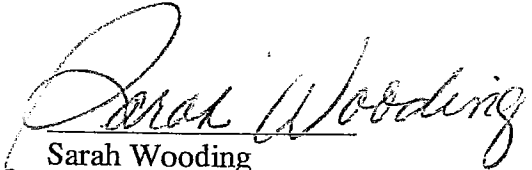
WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2011, as follows:

1. Change Order 1 Final as above adjusts the contract and decreases the contract from \$186,195.00 to \$185,988.29.
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

No 017991

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To **Landberg Construction, LLC**

ADDRESS **466 Clarkstown Road**

CITY **Mays Landing, NJ 08330**

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	2009 REMOVAL AND REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE II)		
	Total Amount Completed to Date:		\$185,982.29
	Less 2% Retainage		\$3,719.65
	Subtotal		\$182,262.64
	Less Amount Previously Paid		\$122,110.94
	Amount Due This Certificate		\$60,151.70

VENDOR'S CERTIFICATION AND DECLARATION

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

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

(Check either but not both)

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

Signature

Title

DEPARTMENT HEAD CERTIFICATION

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

Signature _____

Title _____

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



REMINGTON & VERNICK ENGINEERS
CHANGE ORDER #1 FINAL

CONTRACTOR:
LANDBERG CONSTRUCTION, LLC
 P.O. BOX 280
 MAYS LANDING, NJ 08330

04/20/11

NAME OF PROJECT:
 REMOVAL & REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS, PHASE II
PROJECT NUMBER:

CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE: A) HIGH GROUNDWATER TABLE
B) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
15E	24" RCP CLASS V	21	LF	\$110.00	\$2,310.00
17E	INLET DOUBLE B	1	UN	\$4,600.00	\$4,600.00
18E	INLET DOUBLE B-2	1	UN	\$4,600.00	\$4,600.00
23E	CONCRETE SIDEWALK, 4" THICK	20.1	UN	\$73.00	\$1,467.30
24E	CONCRETE DRIVEWAY, 6" THICK	20.55	SY	\$95.00	\$1,952.25
					<u>\$14,929.55</u>
REDUCTIONS					
2R	DRUMS	22	UN	\$0.01	\$0.22
3R	BREAKAWAY BARRICADES	4	UN	\$0.01	\$0.04
6R	SAWCUTTING	8	LF	\$4.00	\$32.00
7R	DGA BASE COURSE, 6" THICK	3	SY	\$3.00	\$9.00
8R	HMA 19M64 BASE COURSE, 8" THICK	20	TON	\$115.00	\$2,300.00
9R	HMA 9.5M64 SURFACE COURSE, 2" THICK	67	TON	\$140.00	\$9,380.00
10R	MILLING, 3" OR LESS	4	SY	\$10.00	\$40.00
16R	INLET TYPE B	1	UN	\$3,300.00	\$3,300.00
22R	MONOLITHIC CONCRETE, ROLLED CURB	3	LF	\$25.00	\$75.00
					<u>\$15,136.26</u>
SUPPLEMENTALS				\$0.00	\$0.00
					<u>\$0.00</u>

ORIGINAL CONTRACT AMOUNT

\$186,195.00

+ SUPPLEMENTAL

\$0.00

+ EXTRA

\$14,929.55

- REDUCTION

(\$15,136.26)

ADJUSTMENT AMOUNT BASED ON
CHANGE ORDER NO. 1 FINAL

\$185,988.29

ACCEPTED BY:

Mike Lally 4/21/11
 Landberg Construction, LLC Date

Thomas Slipman 4/21/11
 Chief Inspector Date

Mr. Mully 4/21/11
 Municipal Engineer Date

Mr. Mully 4/21/11
 Department Manager Date

APPROVED BY:

Township of Willingboro Date

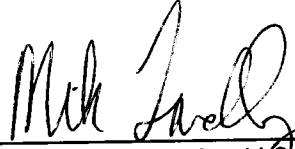
NAME OF PROJECT:
 REMOVAL & REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS, PHASE II
PROJECT NUMBER:

CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE: A) HIGH GROUNDWATER TABLE
B) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

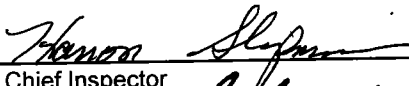
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
15E	24" RCP CLASS V	21	LF	\$110.00	\$2,310.00
17E	INLET DOUBLE B	1	UN	\$4,600.00	\$4,600.00
18E	INLET DOUBLE B-2	1	UN	\$4,600.00	\$4,600.00
23E	CONCRETE SIDEWALK, 4" THICK	20.1	UN	\$73.00	\$1,467.30
24E	CONCRETE DRIVEWAY, 6" THICK	20.55	SY	\$95.00	\$1,952.25
					<u>\$14,929.55</u>
REDUCTIONS					
2R	DRUMS	22	UN	\$0.01	\$0.22
3R	BREAKAWAY BARRICADES	4	UN	\$0.01	\$0.04
6R	SAWCUTTING	8	LF	\$4.00	\$32.00
7R	DGA BASE COURSE, 6" THICK	3	SY	\$3.00	\$9.00
8R	HMA 19M64 BASE COURSE, 8" THICK	20	TON	\$115.00	\$2,300.00
9R	HMA 9.5M64 SURFACE COURSE, 2" THICK	67	TON	\$140.00	\$9,380.00
10R	MILLING, 3" OR LESS	4	SY	\$10.00	\$40.00
16R	INLET TYPE B	1	UN	\$3,300.00	\$3,300.00
22R	MONOLITHIC CONCRETE, ROLLED CURB	3	LF	\$25.00	\$75.00
					<u>\$15,136.26</u>
SUPPLEMENTALS					
				\$0.00	\$0.00
					<u>\$0.00</u>

ORIGINAL CONTRACT AMOUNT	<u>\$186,195.00</u>
+ SUPPLEMENTAL	<u>\$0.00</u>
+ EXTRA	<u>\$14,929.55</u>
- REDUCTION	<u>(\$15,136.26)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL	<u>\$185,988.29</u>

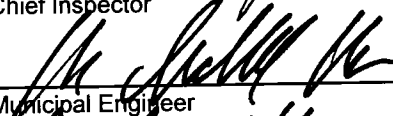
ACCEPTED BY:


4/21/11


Landberg Construction, LLC Date


4/21/11

Chief Inspector Date

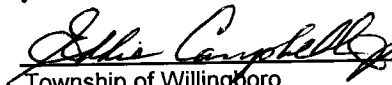

4/21/11

Municipal Engineer Date


4/21/11

Department Manager Date

APPROVED BY:


5/3/11

Township of Willingboro Date

NAME OF PROJECT:
 REMOVAL & REPLACEMENT OF STORM SEWER INLETS/CATCH BASINS, PHASE II
PROJECT NUMBER:

CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE: A) HIGH GROUNDWATER TABLE
 B) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
15E	24" RCP CLASS V	21	LF	\$110.00	\$2,310.00
17E	INLET DOUBLE B	1	UN	\$4,600.00	\$4,600.00
18E	INLET DOUBLE B-2	1	UN	\$4,600.00	\$4,600.00
23E	CONCRETE SIDEWALK, 4" THICK	20.1	UN	\$73.00	\$1,467.30
24E	CONCRETE DRIVEWAY, 6" THICK	20.55	SY	\$95.00	\$1,952.25
					<u>\$14,929.55</u>
REDUCTIONS					
2R	DRUMS	22	UN	\$0.01	\$0.22
3R	BREAKAWAY BARRICADES	4	UN	\$0.01	\$0.04
6R	SAWCUTTING	8	LF	\$4.00	\$32.00
7R	DGA BASE COURSE, 6" THICK	3	SY	\$3.00	\$9.00
8R	HMA 19M64 BASE COURSE, 8" THICK	20	TON	\$115.00	\$2,300.00
9R	HMA 9.5M64 SURFACE COURSE, 2" THICK	67	TON	\$140.00	\$9,380.00
10R	MILLING, 3" OR LESS	4	SY	\$10.00	\$40.00
16R	INLET TYPE B	1	UN	\$3,300.00	\$3,300.00
22R	MONOLITHIC CONCRETE, ROLLED CURB	3	LF	\$25.00	\$75.00
					<u>\$15,136.26</u>
SUPPLEMENTALS				\$0.00	\$0.00
					<u>\$0.00</u>

ORIGINAL CONTRACT AMOUNT	<u>\$186,195.00</u>
+ SUPPLEMENTAL	<u>\$0.00</u>
+ EXTRA	<u>\$14,929.55</u>
- REDUCTION	<u>(\$15,136.26)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL	<u>\$185,988.29</u>

ACCEPTED BY: Mich Landberg 4/21/11
Landberg Construction, LLC Date

Harmon Slipman 4/21/11
Chief Inspector Date

W. Nudd 4/21/11
Municipal Engineer Date

W. Nudd 4/21/11
Department Manager Date

APPROVED BY: Edhe Campbell 5/3/11
Township of Willingboro Date

RESOLUTION NO. 2011--97

WHEREAS, Sacred Heart Council #5337 Knights of Columbus has applied for renewal of their Club License pursuant to R.S. 33:1-46.1; and

WHEREAS, it appears that the application and supporting documents are in proper order and ready for approval;

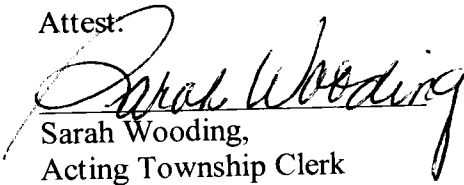
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2011, that the Township Council makes the following findings.

- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant club are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The club shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for Sacred Heart Council #5337, Knights of Columbus, #0338-31-003-002, for the period July 1, 2011 through June 30, 2012; and

BE IT FURTHER RESOLVED, that the Sacred Heart Council #5337 Knight of Columbus has complied with the applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Sacred Heart Council #5337 Knights of Columbus, and the Division of Alcoholic Beverage Control for their information and attention.

Attest:


Sarah Wooding,
Acting Township Clerk


Eddie Campbell, Jr., Mayor

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

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



TOWNSHIP OF WILLINGBORO

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

COPY

May 16, 2011

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN - 087
Trenton, New Jersey 08625-0087

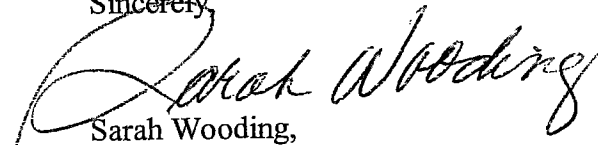
Re: Club License Renewals' (2)
Sacred Heart Council # 533, Knights
of Columbus, and
Foster Military Lodge Temple
Association

Dear Ms. Weiss:

Attached are the certified copies of Resolutions No. 2011 - 97, and 2011 - 100 adopted by Willingboro Township Council at their meeting of May 10, 2011 regarding the above. A copy of this letter along with a certified copy of the resolutions and the 2011 - 2012 Club License will be sent to the applicants for their information and file.

Thank you.

Sincerely,


Sarah Wooding,
Acting Township Clerk

Saw/ccm

Att.

cc: Knights of Columbus
Fosters Military Lodge

RESOLUTION NO. 2011 -- 98

WHEREAS, Ruby Tuesday Inc., 4366 Route 130 North, has applied for renewal of their **Plenary Retail Consumption License;** and

WHEREAS, it appears that the application and supporting documents are in proper order and ready for approval;

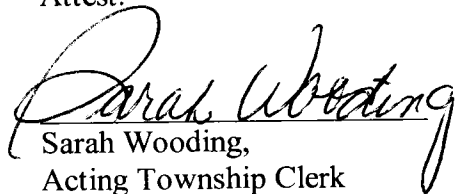
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 10th day of May, 2011, that the Township Council makes the following findings.

- a. The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete; and
- b. The Officers and Directors of the applicant business are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated there under, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The business shall maintain all records required; and
- d. No officer or member of the governing board of the applicant business have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a Plenary Retail Consumption License for Ruby Tuesday Inc., #0338-33-005-001, for the period July 1, 2011 through June 30, 2012; and

BE IT FURTHER RESOLVED, that Ruby Tuesday Inc. has complied with the applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to Ruby Tuesday Inc. and the Division of Alcoholic Beverage Control for their information and attention.

Attest:


Sarah Wooding,
Acting Township Clerk


Eddie Campbell, Jr., Mayor

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



TOWNSHIP OF WILLINGBORO

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

May 16, 2011

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN - 087
Trenton, New Jersey 08625-0087

Re: **Plenary Retail Consumption**
Ruby Tuesday, Inc

Dear Ms. Weiss:

Attached is the certified copy of Resolution No. 2011 - 98, adopted by Willingboro Township Council at their meeting of May 10, 2011 regarding the above. A copy of this letter along with a certified copy of the resolution and the 2011-2012 Club License will be sent to the applicant for their information and file.

Thank you.

Sincerely,

Sarah Wooding,
Acting Township Clerk

Saw/ccm

Att.

cc: Ruby Tuesday, Inc

Resol
99-211

Epis Session
not needed



RESOLUTION NO. 2011--100

WHEREAS, Foster Military Lodge Temple Association has applied for renewal of their Club License pursuant to R.S. 33:1-46.1; and

WHEREAS, it appears that the application and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of May, 2011, that the Township Council makes the following findings.

- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant club are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The club shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for Foster Military Lodge Temple Association, #0338-31-004-001, for the period July 1, 2011 through June 30, 2012; and

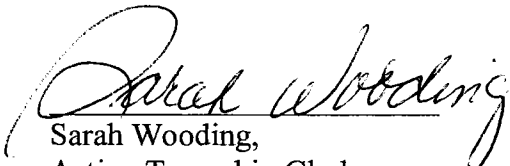
BE IT FURTHER RESOLVED, that the Foster Military Lodge Temple Association has complied with the applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Foster Military Lodge Temple Association and the Division of Alcoholic Beverage Control for their information and attention.

Attest:



Eddie Campbell, Jr., Mayor


Sarah Wooding,
Acting Township Clerk

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



TOWNSHIP OF WILLINGBORO

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

COPY

May 16, 2011

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN – 087
Trenton, New Jersey 08625-0087

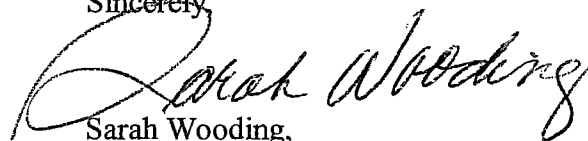
Re: Club License Renewals' (2)
Sacred Heart Council # 533, Knights
of Columbus, and
Foster Military Lodge Temple
Association

Dear Ms. Weiss:

Attached are the certified copies of Resolutions No. 2011 – 97, and 2011 – 100 adopted by Willingboro Township Council at their meeting of May 10, 2011 regarding the above. A copy of this letter along with a certified copy of the resolutions and the 2011 – 2012 Club License will be sent to the applicants for their information and file.

Thank you.

Sincerely,


Sarah Wooding,
Acting Township Clerk

Saw/ccm

Att.

cc: Knights of Columbus
Fosters Military Lodge

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2011--101

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2011-2012 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.

Whereas, the 2011-2012 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

Whereas, the Township Council of the Township of Willingboro is required by N.J.S.A. 18A:13-19 to determine the amount or amounts which it deems necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and

Whereas, the Township Council of the Township of Willingboro has met in public meetings with the Administration of the Willingboro Township School District to consult with the Board of Education on the 2011--2012 budget, and

Whereas, the Township Council has determined the budget amounts necessary in order to provide a thorough and efficient system of public schools in the Willingboro Township School District.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 16th day of May, 2011, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School

Res. 2011--101 cont'd.

District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2011-2012 school budget year:

Original Tax Levy appearing on the ballot	
at the 2011 Annual School Election	\$ 26,929,654.
Amount Certified as necessary to be raised in the	
Willingboro Township School District by taxation	
for school purposes	\$ 26,929,654.

and

Be It Further Resolved that the reason for the action of the Township Council is that it is their belief that this is the amount necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and it is hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

Be It Further Resolved that certified copies of this Resolution shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

Res. 2011--101- ... cont'd.

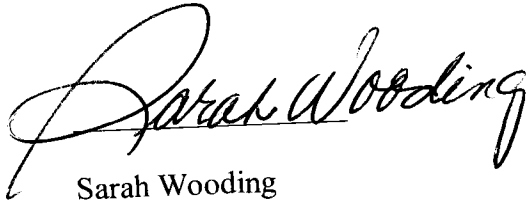


Eddie Campbell, Jr.

Mayor

It is hereby certified that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 16, 2011.

It is further certified to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2011-2012 school budget year.



Sarah Wooding

Acting Township Clerk

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

***** Edits Were Run and No Errors Were Detected *****

New Jersey Department of Education
 Division of Finance and Regulatory Compliance
 Certificate and Report of School Taxes
 (2011-2012 School Year)

BURLINGTON - WILLINGBORO TWP

A4F - FORM A
 05/17/2011
 08:54:33
 3969

	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted		Balance of Levy From 2010-11 to be raised in 2011 Levy		Total 2011 Tax Levy	Amount in col. 2 Deferred to 2012 Levy
	(1)	(2)	(3)	(4)		
General Fund	24,794,383.00	0.00	24,794,383.00	24,794,383.00	0.00	0.00
Debt Service	2,135,271.00	0.00	2,135,271.00	2,135,271.00	0.00	0.00
Debt Svc Premerge	0.00	0.00	0.00	0.00	0.00	0.00
Totals	26,929,654.00	0.00	26,929,654.00	26,929,654.00	0.00	0.00

Tax certification of prior year received too late for 2010 levy.

Grand Total 26,929,654.00
 Other* 0.00

*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of WILLINGBORO TWP County of BURLINGTON for the 2011-2012 school year and that the sum of \$ 26,929,654.00 is required to be levied for local school district purposes for the calendar year 2011.

It is hereby certified that the sum of \$26,929,654.00 is required to be levied for local district school taxes for the calendar year 2011.

Board of Education of WILLINGBORO TWP, N.J.

WILLINGBORO TWP

Robin L. Smith
 Board Secretary

5-17-11
 Date

Sarah L. ...
 Municipal Clerk

5/17/2011
 Date

***** Edits Were Run and No Errors Were Detected *****
 New Jersey Department of Education
 Division of Finance and Regulatory Compliance
 Certificate and Report of School Taxes
 (2011-2012 School Year)

A4F - FORM A
 05/17/2011
 08:54:33
 3969

BURLINGTON - WILLINGBORO TWP

	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted	Balance of Levy from 2010-11 to be raised in 2011	Amount in col. 2 to be raised in 2011 Levy	Total 2011 Tax Levy	Amount in col. 2 Deferred to 2012 Levy
	(1)	(2)	(3)	(4)	(5)
Accounts					
General Fund	24,794,383.00	0.00	24,794,383.00	24,794,383.00	0.00
Debt Service	2,135,271.00	0.00	2,135,271.00	2,135,271.00	0.00
Debt Svc Premerge	0.00	0.00	0.00	0.00	0.00
Totals	26,929,654.00	0.00	26,929,654.00	26,929,654.00	0.00
		Tax certification of prior year received too late for 2010 levy.		0.00	
		Other*		0.00	
		Grand Total		26,929,654.00	

*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the sum of \$26,929,654.00 is required to be levied for local district school taxes for the calendar year 2011.

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of WILLINGBORO TWP County of BURLINGTON for the 2011-2012 school year and that the sum of \$ 26,929,654.00 is required to be levied for local school district purposes for the calendar year 2011.

Board of Education of WILLINGBORO TWP, N.J.

Helmi Smith
 Board Secretary

5-17-11
 Date

WILLINGBORO TWP
Patricia Weisberg
 Municipal Clerk

5/17/11
 Date



TOWNSHIP OF WILLINGBORO

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

May 18, 2011

Dr. Ronald Taylor
Willingboro Superintendent of Schools
Country Club Admin. Bldg.
440 Beverly-Rancocas Road
Willingboro, New Jersey 08046

Dear Mr. Taylor:

Attached is a certified copy of Resolution 2011—101 which was adopted by Willingboro township Council at their meeting of May 16, 2011, certifying the amount necessary to be appropriated for the 2011—2012 budget of the Willingboro Township school district.

Sincerely,

Sarah Wooding
Acting Township Clerk

/saw

Att.

Cc: Margaret Nuzzo, Burlington County Board of Taxation
Margaret Nicilosi, Superintendent of Schools

L. Conner
file



TOWNSHIP OF WILLINGBORO

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

May 18, 2011

Margaret Nuzzo
Burlington County Board of Taxation
Burlington County Office Building
49 Rancocas Road
Mount Holly, New Jersey 08060

Dear Ms: Nuzzo:

Attached is a certified copy of Resolution 2011—101 which was adopted by Willingboro township Council at their meeting of May 16, 2011, certifying the amount necessary to be appropriated for the 2011—2012 budget of the Willingboro Township school district.

Sincerely,

Sarah Wooding
Acting Township Clerk

/saw

Att.

Cc: Margaret Nuzzo, Burlington County Board of Taxation
Margaret Nicilosi, Superintendent of Schools



TOWNSHIP OF WILLINGBORO

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

May 18, 2011

Margaret Nicilosi
Burlington County Office Building
49 Rancocas Road
P.O. Box 6000
Mount Holly, New Jersey 08060

Dear Ms:Nicilosi:

Attached is a certified copy of Resolution 2011—101 which was adopted by Willingboro township Council at their meeting of May 16, 2011, certifying the amount necessary to be appropriated for the 2011—2012 budget of the Willingboro Township school district.

Sincerely,

Sarah Wooding
Acting Township Clerk

/saw

Att.

Cc: Margaret Nuzzo, Burlington County Board of Taxation
Margaret Nicilosi, Superintendent of Schools

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2011---101

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2011-2012 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.

Whereas, the 2011-2012 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

Whereas, the Township Council of the Township of Willingboro is required by N.J.S.A. 18A:13-19 to determine the amount or amounts which it deems necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and

Whereas, the Township Council of the Township of Willingboro has met in public meetings with the Administration of the Willingboro Township School District to consult with the Board of Education on the 2011--2012 budget, and

Whereas, the Township Council has determined the budget amounts necessary in order to provide a thorough and efficient system of public schools in the Willingboro Township School District.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 16th day of May, 2011, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School

Res. 2011--101 cont'd.

District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2011-2012 school budget year:

Original Tax Levy appearing on the ballot	
at the 2011 Annual School Election	\$ 26,929,654.
Amount Certified as necessary to be raised in the	
Willingboro Township School District by taxation	
for school purposes	\$ 26,929,654.

and

Be It Further Resolved that the reason for the action of the Township

Council is that it is their belief that this is the amount necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and it is hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

Be It Further Resolved that certified copies of this Resolution shall be provided to the Board of Education of the Willingboro Township School District, to the

Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

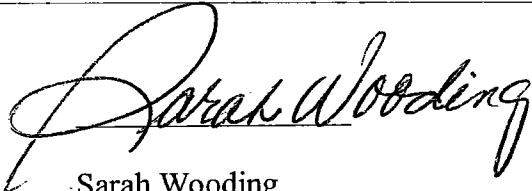


Eddie Campbell, Jr.

Mayor

It is hereby certified that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 16, 2011.

It is further certified to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2011-2012 school budget year.



Sarah Wooding

Acting Township Clerk

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

***** Edits Were Run and No Errors Were Detected *****

New Jersey Department of Education
 Division of Finance and Regulatory Compliance
 Certificate and Report of School Taxes
 (2011-2012 School Year)
 BURLINGTON - WILLINGBORO TWP

A4F - FORM A
 05/17/2011
 08:54:33
 3969

Accounts	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted	Balance of Levy from 2010-11 to be raised in 2011	Amount in col. 2 to be raised in 2011 Levy	Total 2011 Tax Levy	Amount in col. 2 Deferred to 2012 Levy
(1)	(2)	(3)	(4)	(5)	(6)
General Fund	24,794,383.00	0.00	24,794,383.00	24,794,383.00	0.00
Debt Service	2,135,271.00	0.00	2,135,271.00	2,135,271.00	0.00
Debt Svc Premerge	0.00	0.00	0.00	0.00	0.00
Totals	26,929,654.00	0.00	26,929,654.00	26,929,654.00	0.00

Tax certification of prior year received too late for 2010 levy.

Grand Total 26,929,654.00
 Other* 0.00

*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of WILLINGBORO TWP County of BURLINGTON for the 2011-2012 school year and that the sum of \$ 26,929,654.00 is required to be levied for local school district purposes for the calendar year 2011.

It is hereby certified that the sum of \$26,929,654.00 is required to be levied for local district school taxes for the calendar year 2011.

Board of Education of WILLINGBORO TWP, N.J.

WILLINGBORO TWP

Helmi Smith
 Board Secretary
 5-17-11
 Date

Patricia Weathers
 Municipal Clerk
 5/17/2011
 Date

10/1/11

RESOLUTION NO. 2011-102
RESOLUTION TO AMEND CAPITAL BUDGET

WHEREAS, the Township of the Willingboro, County of Burlington desires to amend the 2011 Capital Budget by inserting thereon or correcting the items therein as shown in such budget for the following reasons:

Re-Appropriating \$335,679.33 from prior, adopted bond ordinances, approved for items no longer needed in order to provide for:

RENOVATIONS AND IMPROVEMENTS TO VARIOUS MUNICIPAL BUILDINGS.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township, County of Burlington that the following changes be made to the Capital Budget of the year 2011 :

**AMENDMENT TO
CAPITAL BUDGET OF THE
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON, NEW JERSEY**


<u>Prior Ordinance Number & Section</u>	<u>Improvement Description</u>	<u>Amount Re-appropriated</u>
1997-2(a)	Acquisition of Vehicle	\$755.44
1999-5(c)	Acquisition of furniture and equipment	114.05
2001-1(Sec 2)	Re-appropriation for renovations to Veteran Memorial	25,397.93
2004-3(c)	Acquisition of furniture and equipment	41.49
2005-14(a)	Acquisition vehicles and support equipment	.73
2006-3(c)	Police of furniture and equipment	40.42
2006-3(d)	Emergency Squad, Fire Department and Emergency Management of furniture and equipment	5,217.18
2006-3(e)	Public Works vehicles, furniture and equipment	1,782.17
2006-3(f)	Recreation vehicle, furniture and equipment	2,848.56
2007-11(c)	Police various equipment	69.01
2007-11(e)	Public Works vehicles and support equipment And Parking Lot improvements	35,621.55
2007-11(f)	Recreation acquisitions and improvements	2,061.37
2008-7(f)	Recreation vehicle and grounds equipment	13,697.68
2008-7(c)	Police of furniture and equipment	2,253.64
2009-15(a)	Tax Assessor vehicle and equipment	21,000.00
2009-15(e)	Public Works furniture and lifts	97,644.78
2009-15(f)	Recreation equipment, renovations to park, acq. of a vehicle and development of Memorial Garden	<u>147,133.33</u>

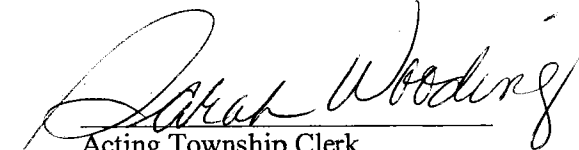
\$355,679.33

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of the Division of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget adopted by the governing body on the 14th day of June, 2011.

Certified by me:

 _____
DATE

 _____
Acting Township Clerk
Sarah Wooding

Trenton, New Jersey

Approved _____, 20__

DIRECTOR, DIVISION OF LOCAL GOVERNMENT SERVICES

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



TOWNSHIP OF WILLINGBORO

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



June 17, 2011

Division of Local Government Services
P.O. Box 803
Trenton, New Jersey 08625

Re: RESOLUTION 2011--102

Dear Madame/Sir:

Enclosed are three copies of Resolution 2011—102, which was adopted by the Willingboro Township Council at the Willingboro Township Council meeting of June 14, 2011.

It would be greatly appreciated if you would return a fully executed copy to this office once signed off by DLGS.

Sincerely,

Sarah Wooding
Township Clerk

Encl.

/saw

✓
Jennings

RESOLUTION NO. 2011—103

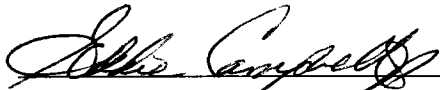
**A RESOLUTION AUTHORIZING MAYOR AND
CLERK TO SIGN CONTRACT WITH FRATERNAL
ORDER OF POLICE LODGE #38**

WHEREAS, the Fraternal Order of Police, Lodge #38 and the Township of Willingboro have concluded collective labor negotiations; and

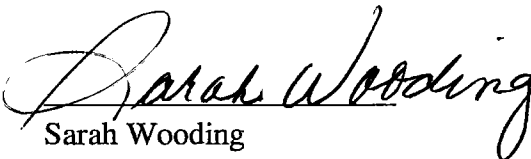
WHEREAS, it is proper to formally authorize the executive of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2011 that;

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2011 through December 31, 2014
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP Lodge, #38 for his information and attention.


 Eddie Campbell, Jr.
 Mayor

Attest:


 Sarah Wooding
 Acting Township Clerk

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

Willingboro Township
Confidential

Memo

To: Mayor and Council
From: Joanne G. Diggs, Township Manager
Date: January 25, 2011
Re: FOP Contract

The Fraternal Order of Police Contract ended December 31, 2010. We have met almost weekly since October 14, 2010 and have come to an agreement that I wish to recommend to Council.

The major changes are as follows:

- Nineteen (19) Officers below level G will have a pay freeze for six months. Thirty-one (31) Officers at G will have a pay freeze for eighteen months.
- The new contract calls for a 1.5% increase as of July 1, 2012 and 1.5% July 1, 2013 and 1.5% on July 1, 2014 for all officers at the G level. All officers still below G will move to the next step on July 1 of each year starting July 1, 2011.
- As of January 1, 2011 the step system is abolished. Officer employed after January 1, 2011 will not be part of the steps but will get 1.5% increases on July 1, following the year of employment.
- The cash payment for the Sick Leave Incentive will be eliminated. Members who shall utilize four or less sick days shall receive four personal days. Members who utilize three or less sick days shall receive five personal days.
- The Lodge President will be released from his assigned duties for six days during each calendar year. (Currently 4 days)
- Mandated changes-Officers will pay 1.5% toward health insurance, Insurance buyback capped at 25% of cost.

COLLECTIVE BARGAINING AGREEMENT
Between the
FRATERNAL ORDER OF POLICE, LODGE NO. 38
and the
TOWNSHIP OF WILLINGBORO
for the period
JANUARY 1, 2011 – DECEMBER 31, 2014

A handwritten signature or set of initials, possibly "LH", enclosed in a circular scribble.

TABLE OF CONTENTS

General Purpose.....	3
Non-Discrimination.....	3
Recognition of Bargaining Unit.....	3
Management of Rights.....	3
Grievance Procedures.....	5
Minor Disciplinary Action.....	5
Private Legal Counsel.....	7
Salary.....	8
Educational Payments.....	9
Holidays.....	10
Vacation Leave.....	11
Sick Leave.....	12
Sick Leave Incentive.....	12
Accumulated Sick Leave.....	13
Cardiac Event.....	14
Shooting Incident-Severe Traumatic Event.....	14
Compensatory Time.....	14
Uniform Allowances.....	15
Shift Differential.....	16
Special Duty Assignments.....	17
Overtime Pay.....	17
Insurance.....	20
Insurance Buy-Back.....	20
Leave of Absence for Death in Family.....	21
Family Leave.....	21
Replacement of Lost Personal Property.....	21
Working Out of Rank.....	21
Administrative Time for Lodge President.....	21
Payroll Deduction of Lodge Dues.....	22
Personnel Files.....	22
Fully Understanding and Effect of Subsequent Legislation.....	22
Duty to Bargain.....	23
Term of Agreement.....	23



This Agreement, is made and entered into this 14th day of June 2011 by and between the **Township Council of the Township of Willingboro**, a body corporate and politic hereafter referred to as the "Township"; and **Willingboro Lodge No. 38, Fraternal Order of Police**, hereafter referred to as the "Lodge";

In consideration of the mutual promises contained herein, **It is Hereby Agreed as Follows:**

1. General Purpose: This Agreement is entered into in order to promote harmonious relations between the Township and the Lodge, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms conditions of employment.

2. Non-Discrimination: The Township and the Lodge agree that all provisions of this Agreement shall be applied equally to all employee members of the Lodge in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used as a matter of convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purpose of this contract without regard to actual Lodge membership.

3. Recognition of Bargaining Unit: The Township recognizes, during the term of this Agreement, the Lodge as the sole and exclusive collective negotiating representative for full-time sworn police officers employed by the Township.

4. Management Rights: The Township shall have the right to determine all matters concerning the management or administration of the Police Department, subject to the provisions of this Agreement and New Jersey Law.

5. Grievance Procedure:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Personnel, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2 Left Blank

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

- 5.4. An aggrieved person must verbally present the grievance to immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety and to the President of Lodge.
- 5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety with seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Lodge. The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the President of the Lodge and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies, to the Township Manager and the President of the Lodge.
- 5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Lodge. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of the Lodge designated by the Lodge in an attempt to adjust the matter within twenty-one (21) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Lodge.
- 5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Lodge may, within seven (7) days after the decision of the Township Manager or within seven (7) days after 22nd day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C.



19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's cost and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

- 5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled unless otherwise set timeframes are extended or modified by mutual written agreement.

6. Minor Disciplinary Action:

- 6.1. A Minor Disciplinary Action, as used in this Agreement, is defined in accordance with law as a disciplinary action against a public employee that results in a penalty that may not be appealed in accordance with the proceedings and regulations within the jurisdiction of the New Jersey Department of Civil Service.
- 6.2. A Minor Disciplinary Action is initiated within the Police Department in accordance with procedures established within the Police Department and subject to review and determination by the Director of Public Safety.
- 6.3. If the employee who is the subject of Minor Disciplinary Action is not satisfied with the decision of the Director of Public Safety, that employee may appeal the Minor Disciplinary Action to the Township Manager within seven (7) days after the decision is rendered, in writing, by the Director of Public Safety. The appeal shall include a copy of the written decision of the Director of Public Safety and such written information as the employee may wish to submit in support of his or her appeal. A copy of the written appeal of the Minor Disciplinary Action shall be served by the employee upon the Director of Public Safety at the same time that it is filed with the Township Manager. The Director of Public Safety shall have seven (7) days to submit any additional information that the Director of Public Safety deems relevant to the Township Manager with a copy to be provided to the employee. The Township Manager, or the designated representative of the Township Manager, shall meet with the employee and the Director of Public Safety, or his designated representative and any representative of the Lodge designated by the Lodge in order to review the circumstances that led to the Minor Disciplinary Action. The Township Manager shall render a decision, in writing, with copies to the employee, the Director of Public Safety, and the President of the Lodge, within twenty-one (21) calendar days after the meeting with the employee and the Director of Public Safety. The decision of the Township Manager on the Minor Disciplinary Action shall be final. Nothing herein shall preclude the employee from seeking redress through the New Jersey Court System.

7. Private Legal Counsel: The Township recognizes its obligations under *R.S. 40A:14-155*. Thus, as provided below, whenever a member of the Lodge shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the



performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

- 7.1 In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that the Lodge and the Township shall establish a panel of six (6) attorneys and that the members of the Lodge may select one from among those attorneys for their representation. The membership of the panel shall be reviewed annually by the parties to determine the status of panel members. Nothing herein shall prohibit a member from selecting an attorney not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.
- 7.2 If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.3 If the complaint is not on behalf of the Township and the matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.4 If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.5 If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
- 7.6 All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.
- 7.7 All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges that are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.
- 7.8 After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.



7.9 In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.

7.10 The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4. The indemnification and defense provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

8. Salary:

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro hired before January 1, 2011.

		2011	2012	2013	2014
	B	53,500	53,500	53,500	53,500
	C	57,500	57,500	57,500	57,500
	D	62,000	62,000	62,000	62,000
	E	67,000	67,000	67,000	67,000
	F	72,500	72,500	72,500	72,500
	G	85,500	86,783	88,084	89,406
8 years	G1	86,200	87,483	88,784	90,106
12 years	G2	86,700	87,983	89,284	90,606
16 years	G3	87,200	88,483	89,784	91,106
20 years	G4	87,700	88,983	90,284	91,606

8.1 It is understood and agreed that the lettered positions in the above schedule represent yearly increments: Effective July 1, 2011 police officers in level B through F will advance to the next letter in the salary scale. Example: Police officers paid at B step on June 30, 2011 will advance to C step on the first pay in July 2011. Police officers will continue to advance to the next letter effective the first pay in July, 2012, 2013, & 2014.

8.2 Effective the first pay day in July 2012 police officers in level G through G4 will advance to the salary listed for that year. Example: Police officers paid at the 2011 G step on June 30, 2012 will advance to G Step 2012 on the first pay in July 2012. Police officers will continue to advance to the next year salary effective the first pay in July 2013, & 2014. It is understood and agreed upon that an employee advancing through the lettered positions above shall continue advancement through the term of this agreement.



- 8.3 For the purposes of this Agreement a Police Recruit is defined as an individual who has been hired by the Township of Willingboro to fill a position as a Police Officer but has not completed the training required for the position and has not been fully certified as a police officer by the New Jersey Police Training Commission or the Recognized Authority. As set forth in Section 3 of this Agreement, a Police Recruit is not included within the bargaining unit covered by this Agreement and the salary of a Police Recruit is not covered by this Agreement.
- 8.4 All annual salaries reflect the annual salary which is divided by the number of paydays established by the Township. The hourly rate shall be computed by dividing the annual salary, as listed by 2080 hours
- 8.5 Where the positions G1, G2, G3, and G4 are included in the salary schedule, the salary fixed for G1 shall be applicable after the member has completed eight years of service. The salary fixed for G2 shall be applicable after the member has completed twelve years of service. The salary fixed for G3 shall be applicable after the member has completed sixteen years of service. The salary fixed for G4 shall be applicable after the member has completed twenty years of service. It is up to the police officer to prepare and submit to the Public Safety Director a "Years of Service Form" requesting an increase. Any late forms will only be honored for the current year.
- 8.6 The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro hired after January 1, 2011.

Salary Range \$57,500-\$77,500

During the term of this agreement the increase in pay will be \$2,500 yearly, and will be added to the base salary on the first pay in July of the year following the year of employment. This will continue for the term of this contract, or until the employee reaches \$80,000 as an annual base salary. If the annual base salary reaches \$80,000 during the term of this contract the employee will receive a 1.5% increase to the base salary to be added on the first pay in July of the following year.

- 8.7 **Layoffs:** It is agreed upon and understood that if an employee is laid off he/she will be placed upon a rehire list. The list will remain in effect during the term of this contract and will be the basis of rehiring when the department hires police officers. The order of rehiring will be in accordance with Civil Service Rules or the last employee laid off will be the first employee rehired. When an employee is rehired he/she will return to the salary level (B-G4, Section 8.0 or the salary in Section 8.6) they were when laid off.



9. Educational Payments: The Township shall pay to full time members of the Lodge the sum of \$100.00 for the successful completion of each ten (10) college credits and \$10.00 for each college credit thereafter. In order to qualify for educational incentive payments, the credits must have been earned while employed by the Township by a police officer matriculated in a police science or criminal justice degree program in an accredited institution, in accordance with the following provisions:

- 9.1. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00)
- 9.2. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;
- 9.3. Payments shall be made for up to ninety (90) credits, until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.
- 9.4. The maximum eligibility shall be for one hundred twenty (120) credits.
- 9.5. An employee shall submit a written request for the educational payment to the Township's Director of Public Safety within the calendar year in which the employee completes any of the specified number of college credits as indicated above. The liability of the Township for any educational payments shall be limited to the calendar year in which the request is received, provided that no future requests shall be required to maintain the employee's current educational payment level, except as provided in section 9.7. herein.
- 9.6. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and ninety (90) credits.
- 9.7. If, in a calendar year, an employee does not earn at least six (6) credits, the payment to the employee hereunder shall only be for the lowest level of credits earned previous to that calendar year. For example, if an employee has earned forty (40) credits in a year, and the following year earns less than six (6) additional credits, the employee shall receive payment at the next lowest credit level, or thirty (30) credits. If the employee in a succeeding year earns six (6) or more credits, the employee shall receive payments for actual credits earned, which shall continue unless the program-earning credits are not earned. An employee shall not revert back to the next lowest credit level where the employee is unable to earn at least six (6) credits in a calendar year by reason of departmental shift schedule or leave of absence for medical reasons.
- 9.8. The educational incentive payment shall be payable annually in December of each year.
- 9.9. The Township does agree to pay tuition for police officers unable to obtain other funding, subject to budget appropriation limits.



10. Holidays:

- 10.1 Holiday pay shall be included in the base pay of all members, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay shall be based upon 115 hours per year for each employee and shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.
- 10.2 Members shall alternate having either Thanksgiving or Christmas as a regular day off. Should a member's shift be changed by the Department, that member will not be scheduled to work the same holiday more than two years in a row.

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

- 11.1. For employees on an eight (8) hour shift:
 - 11.1.1. One hundred forty-four (144) hours (18 days) per year during each year of employment up to and including the seventh (7th) year of employment.
 - 11.1.2. One hundred sixty-eight (168) hours (21 days) during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.
 - 11.1.3. Two hundred eight (208) hours (26 days) during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.
- 11.2. For employees on a ten (10) hour shift:
 - 11.2.1. One hundred fifty (150) hours (fifteen [15] days) per year during each year of employment up to and including the seventh (7th) year of employment.
 - 11.2.2. One hundred seventy (170) hours (seventeen [17] days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.
 - 11.2.3. Two Hundred ten (210) hours (twenty-one [21] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.
- 11.3. For employees on an eleven and one-half hour (11 1/2) hour shift;



- 11.3.1. One hundred thirty-eight (138) hours (12 days) per year during each year of employment up to and including the seventh (7th) year of employment.
- 11.3.2. One hundred sixty-one (161) hours (14 days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.
- 11.3.3. One hundred ninety-five and one-half (195.5) hours (17 days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.
- 11.4 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job injury, the Township Manager may authorize that the accrued vacation leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31st of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31st of the year, in which the leave is earned, for a cash payment. Such payment shall be computed at the effective rate of pay when the affected leave was earned.

12. Sick Leave: The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

- 12.1 For employees on an eight (8) hour shift:
 - 12.1.1 Eight (8) hours (one [1] day) per month of employment for each month in the first calendar year of employment.
 - 12.1.2 One hundred twenty (120) hours (fifteen [15] days) per year thereafter.
- 12.2 For employees on a ten or more hour shift:
 - 12.2.1 Ten (10) hours (one [1] day) during the first three months and ten (10) hours (one [1] day) each month thereafter in the first calendar year of employment.
 - 12.2.2 One hundred twenty (120) hours (twelve [12] days) per year thereafter.
- 12.3 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.



- 12.4 The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Director of Public Safety with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.
- 12.5 The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.
- 12.6 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work or when an employee must attend to an immediate family member who is unable to take care of themselves due to a medically verified disabling illness. For the purpose of this provision, the term "immediate family member" shall be limited to spouse, child, parent of the employee or to a family member who resides and is immediately dependant on the employee for their well-being. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13. Sick Leave Incentive: Any employee covered under this Agreement, who shall utilize four (4) or less sick days or its hourly equivalent of sick leave in any year of this Agreement, shall receive, four (4) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. Any employee covered under this Agreement, who shall utilize three (3) or less sick days or its hourly equivalent of sick leave in any year of this Agreement, shall receive (5) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. Three of the per days shall require 72 hours advance notice that the employee intends to use the days and the remaining days may be used without the advance notice requirement. In addition, not more than two [2] uniformed patrol officer shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

14. Accumulated Sick Leave:

- 14.1 Members shall receive full payment by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of



- accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, except that the payment shall not exceed Fifteen Thousand (\$15,000) Dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement from the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years.
- 14.2 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Division of Civil Service or by the Division of Pensions.
- 14.3 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

15. Cardiac Event:

- 15.1 Any member of the Lodge who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury.
- 15.2 In order to determine whether the cardiac event is work related, the employee shall be medically examined and the determination of the physician shall be final and binding on all parties.
- 15.3 The medical examination shall be performed by members of a medical panel whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination on a rotating basis.
- 15.4 It is agreed, however, that if the next physician on the rotating list shall be the employee's physician, the examination shall be performed by the next physician on the list. It is further agreed that no physician shall serve on the panel that is in or has a contractual relationship with the Township.
- 15.5 The employee shall be required to make his personal medical records available to the physician conducting the examination.

16. Shooting Incident-Severe Traumatic Event: An employee involved in a shooting incident or other severe traumatic incident involving a loss of life or a life-threatening injury will be provided with appropriate counseling and therapy, if required, as determined by a medical doctor selected by the employee from a panel of five persons mutually designated by the parties. If the parties cannot agree on such a panel within forty-five days from the date of the agreement, the panel shall be named by the Chief of Psychiatry at a local hospital or the President of the Burlington County Medical Association. The parties agree to annually review and mutually agree to the panel membership.

17. Compensatory Time: All employees covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the Fair Labor Standards Act. Utilization of the accumulated compensatory time may be taken in

segments of eight (8) hours, ten (10) hours or eleven and one half (11.5) hours, depending on whether the employee is on an eight (8) hour, ten (10) hour or an eleven and a half (11.5) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. Smaller segments of the accumulated compensatory time may be taken whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.

Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, provided that the accumulation has been approved by the Director of Public Safety or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

Police Officers who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080 hour work year by thirteen hours, shall receive thirteen hours of compensatory time annually. This time shall be granted at the rate of one hour per month January through November; two hours of compensatory time shall be granted in December.

Accumulated compensatory time may be utilized upon prior written request and approval of the Director of Public Safety or his designee. Approval will be based upon the needs of the Department and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

18. Uniform Allowances:

- 18.1 Cleaning: The Township agrees to provide all employees covered under this Agreement with compensation for expenses incurred by the employees for the laundering, repair and /or dry cleaning of uniforms provided to the employee by the Township. The payment shall be \$75.00 per month. The payments established in this section shall be paid in a lump sum during the month of January of each year.
- 18.2 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or irreparable damage, except for employees assigned to the Investigative Division who shall receive an annual payment of nine hundred fifty dollars as a plain clothes allowance.
- 18.3 The payments established in this section shall be paid in a lump sum during the month of January of each year. For those assigned to the investigative division for less than one full year, the annual payment specified in Section 18.2 shall be adjusted on a pro-rata basis. Any officer that is removed from the criminal bureau for promotional, discipline, or resignation, shall repay the annual payment specified in Section 18.2 on a pro-rata basis by December 31 of the year in which such action was taken.



18.4 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to irreparable damage. A Uniform Voucher System will provide each member up to \$400 for uniforms or equipment that the member requests. Each member regularly assigned to the Patrol Division will go to the uniform /equipment vendor that the Township has an account with. Each member will have an individual voucher account balance of \$400 per year to utilize as he/she requests.

18.5 For members regularly assigned to the Investigative Division will be provided with a two hundred dollar (\$200.00) voucher for uniforms or equipment.

19. Shift Differential:

19.1 Officers regularly assigned to the shift that begins at 12:00 PM (noon) or is designated the middle shift shall be compensated for hours worked outside of the normal daytime working hours. Those assigned officers will be paid three percent (3.0%) over their base salary.

19.2 Officers regularly assigned to the shift that begins after 6:00 PM or is designated the overnight shift shall be compensated for hours worked outside of normal daytime working hours. Those assigned officers will be paid three and one half percent (3.5%) over their base salary.

19.3 These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

20. Special Duty Assignments:

20.1 All regular full time officers assigned to the police department canine division or crime prevention unit shall receive an annual salary adjustment of One Thousand One Hundred Dollars (\$1,100.00) pro rated for the period of time they are so assigned.

20.2 Officers assigned as Field Training Officers, shall receive twenty five (\$25.00) dollars per day for each day they are on duty and actually engaged in the field training of new officers. These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

20.3 All regular full time officers assigned to the Police Department Emergency Medical Technician Unit will be compensated with overtime for the training classes needed to maintain the certification. Officers will only be paid overtime when they are scheduled to attend training classes on their scheduled day off.

20.4 All regular full time officers assigned to the Police Department

Investigative Division shall receive an annual salary adjustment pro rated for the period that they are so assigned. The adjustment shall be Five percent (5.0%) over their base salary.

- 20.5 All full time officers assigned to the Police Department Investigative Division will be compensated with overtime if: member is held over on your regular shift for more than three (3) hours, member is called in to work on a non-duty week, member's duty callout is for three (3) hours or more, member is involved in a "major" event during your off time.

The salary adjustment set forth herein for those officers assigned to the investigative division and the crime prevention unit, are in recognition of the additional responsibilities and the need for those officers to be available at times when they would normally be off duty. Any overtime worked by the officers assigned to the investigative division or crime prevention unit shall be compensated in compensatory time or pay.

21. Left Blank

22. Overtime Pay:

- 22.1 Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.
- 22.2 An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations either normal, straight overtime pay or compensatory time off, as the case may be shall be payable.
- 22.3 A member working in excess of one (1) hour beyond the end of the member's scheduled shift at the member's supervisor's discretion shall be paid at one and one-half (1 1/2) time for all time worked.
- 22.4 A member going to court, when on duty, shall not receive any extra compensation. A member going to court, when not on duty, shall be paid at one and one-half (1 1/2) times the member's hourly rate for the time expended, with a minimum of two (2) hours. A member going to court, when the member is on vacation, shall be paid at two (2) times the member's hourly rate for the time expended, with a minimum of two hours.



- 22.5 A member called in to work 4th of July, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1.5) times the member's hourly rate.

23. Insurance: There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

- 23.1 The Township' portion of the cost for employee Health Insurance shall be limited to of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage (the level shall be appropriate to the members health care needs). The least expensive Health Plan provided shall be for members to pay \$10.00 co-pay for doctor visits and prescriptions. If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost. Members are required to pay at 1.5% of their base pay.
- 23.2 Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan Participants shall be 100%.
- 23.3 Work Incurred Injury
- 23.3.1 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.
- 23.3.2 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Township may reasonably require the employee to present such certificates from time to time.
- 23.3.3 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and the findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- 23.3.4 For the purposes of this section, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.
- 23.3.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision



of the appropriate worker's compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.

- 23.3.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.
- 23.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes medicare eligible before the member the member must defer to single coverage.
- 23.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 23.4 of this Agreement, shall be entitled to continue to participate in the insurance coverage's set forth in paragraphs 23.1 Health Insurance, 23.2 (Group Dental) for the period calculated in Section 23.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost fifty percent (50%) as the Township would have paid for the retired member, i.e., up to and including the Parent / Child Plan if the member formerly had Family coverage; or up to Single coverage if the member formerly had Husband / Wife coverage. With the total premium limitation noted in Section 23.4. Refer to section 23.4 if the surviving spouse elects the Parent / Child Plan. If the surviving spouse has available health insurance through their own employment then the spouse shall not be entitled to participate in the Township insurance coverage; so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.
- 23.6 A member who retires from the department and who is not eligible for the coverage specified in Section 23.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage's, provided (1) the insurance company will allow the continuation of coverage; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members



who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or the Division of Pensions.

23.7 The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverage's set forth in sections 23.1. (Health Insurance) and 23.2 (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverage's, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

23.8 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the Lodge. The Township shall review and discuss any proposed changes with the Lodge. In the event that the Lodge determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

24. Insurance Buy-Back: The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in February and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be as noted below or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period. The amount of payment shall not exceed 25% of the premium for the waived coverage up to a maximum payment of \$5,000.

24.1 An employee who waives health / dental insurance coverage shall not be eligible for enrollment in the Township health insurance plans until the next open enrollment period; or, in the case of a life-altering event. At the time the employee shall make application to do so, and reimburse the Township the pro-rata portion of any



unearned portion of the waiver payment previously paid to the employee.

25. Leave of Absence for Death in Family: An employee will be allowed the following time off in the case of the death of:

- 25.1 Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to four workdays within seven calendar days or 40 consecutive work hours.
- 25.2 Employees who need additional time beyond that provided in section 25.1 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time.
- 25.3 Uncle, aunt/nephew, niece, grandparent-in-law, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.
- 25.4 Employees who need additional time beyond that provided in Section 25.3 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

26. Family Leave: Employees shall be entitled to family leave benefits as provided by the 1993 Family and Medical Leave Act (FMLA)

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

28. Working Out of Rank: An employee who is assigned to duties normally assigned to a supervisor for a period in excess of thirty (30) consecutive days shall be paid at the rate of pay assigned to those supervisory duties for the time while so assigned.

29. Administrative Time for Lodge President: The Township agrees to allow the Lodge President to be released from his assigned duties for six (6) days during each calendar year. To the extent that the Lodge President does not use the allocated days during a calendar year, up to two (2) days may be carried over into the next calendar year.

30. Payroll Deduction of Lodge Dues:

30.1 Dues of Members of the Lodge: The Township agrees to deduct the dues of members of the Lodge from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge agrees that any changes in the membership of the Lodge by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.

30.2 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Lodge in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section 29.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

31. Personnel Files:

- 31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Township under the direction of the Township Manager and may be used for evaluation purposes.
- 31.2 Upon advance notice and at reasonable times, any member of the Lodge may review his or her personnel file. The appointment for review must be made through the Township Manager or the designated representative of the Township Manager.
- 31.3 As per the Attorney General Guidelines regarding internal Affairs, only where a complaint is sustained would a copy of a minor infraction be placed in a personnel file. There is an understanding for the need to investigate citizen's complaints, but nothing other than a conviction for an infraction shall go in to the officer's personnel file. It is required by State Law to give the officer the benefit of the Attorney General's Guidelines.
- 31.4 Whenever a written complaint concerning an Officer or the actions of an Officer is to be placed in the personnel file, a copy shall be made available to the Officer and he or she shall have the opportunity to rebut it if so desired, with the rebuttal to be included in the personnel file. When the employee is given a copy of the complaint, the



identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

- 31.5 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file or the addition of materials to a personnel file without the authorization of the Township Manager or the Director of Public Safety shall subject all involved to appropriate disciplinary action.

32. Full Understanding and Effect of Subsequent Legislation: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto.

33. Duty to Bargain: The Township will not effect any changes to this Agreement or any changes that would affect the employee group under this Agreement without prior negotiations with the Lodge.

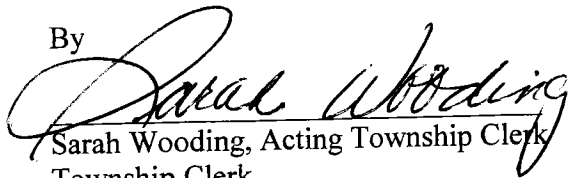
34. Term of Agreement: This Agreement shall be in full force and effect, **JANUARY 1, 2011 THROUGH DECEMBER 31, 2014** and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2014**, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

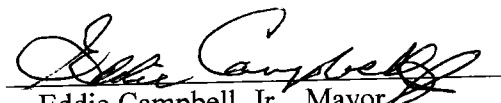
IN WITNESS WHEREOF, the Township and the Lodge have caused this Agreement to be executed by their proper officials.



ATTEST: TOWNSHIP OF WILLINGBORO

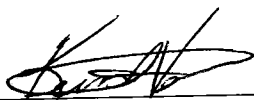
By

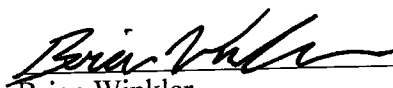

Sarah Wooding, Acting Township Clerk
Township Clerk


Eddie Campbell, Jr Mayor

ATTEST: WILLINGBORO LODGE NO. 38
FRATERNAL ORDER OF POLICE

By


Kevin Vernon
President


Brian Winkler
Corresponding Secretary

cc: finance

RESOLUTION NO. 2011--104

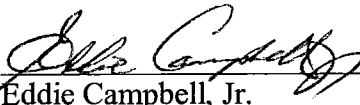
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

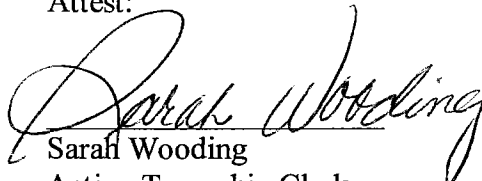
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2011 that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

OVERPAYMENT FOR TAXES

STERLING NATIONAL 2250 PERIMETER PARK DRIVE SUITE 200 MORRISVILLE, NC 27560 BLOCK 241 LOT 24 21 BARRINGTON LANE OVERPAYMENT TAXES	\$798.13
BAC 1757 TAPO CANYON ROAD SUITE 300 SIMI VALLEY, CA 93063 BLOCK 111 LOT 12 39 SNOWFLOWER LANE OVERPAYMENT TAXES	\$756.99
DAVID & SARAH M. SWINT 149 GENESEE LANE WILLINGBORO, NJ 08046 BLOCK 731 LOT 17 149 GENESEE LANE OVERPAYMENT TAXES	\$247.01
GREGORY L. & CYNTHIA BEASLEY 51 TREBING LANE WILLINGBORO, NJ 08046 BLOCK 1104 LOT 8 51 TREBING LANE OVERPAYMENT TAXES	\$313.84
ANDREW C. & ANITA WHITE JR. 139 HILLCREST LANE WILLINGBORO, NJ 08046 BLOCK 628 LOT 21 139 HILLCREST LANE OVERPAYMENT TAXES	\$191.85
LESTER O. & EDNA M. GLASCOE 38 MARBORO LANE WILLINGBORO, NJ 08046 BLOCK 536 LOT 13 38 MARBORO LANE OVERPAYMENT TAXES	\$190.03

OVERPAYMENT FOR TAXES

DONALD O. JORDAN
59 TENNYSON LANE
WILLINGBORO, NJ 08046
BLOCK 1113
LOT 6
59 TENNYSON LANE
OVERPAYMENTS TAXES

\$290.53