

# **2008 – Resolutions**

**72 - 89**


RESOLUTION NO. 2008 – 72

**Authorizing the Approval of Vouchers for Payment & Ratification**

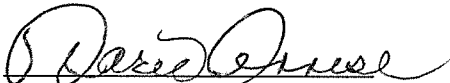
Whereas, Willingboro Township Council received the February 2008 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>h</sup> day of May, 2008, 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.

  
Jacqueline Jennings  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayler	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Ramsey	<input checked="" type="checkbox"/>			
Dep. Mayor Stephenson	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

**RESOLUTION NO. 2008 – 73**

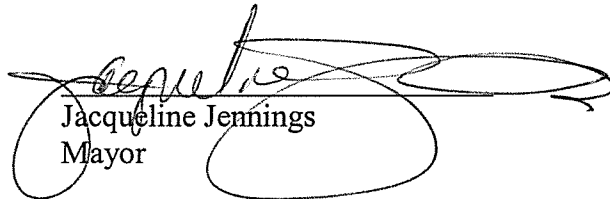
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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 6<sup>th</sup> day of May, 2008, that refunds be made as per the attached schedule; and

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

JOHN & QUAITRA BYNUM 22 EDGE LANE WILLINGBORO, N.J. 08046 BLOCK 840 LOT 17 22 EDGE LANE OVERPAYMENT TAXES	\$100.00
DAVINDER SINGH & KASHMIR KAUR 8 BENDIX LANE WILLINGBORO, NJ 08046 BLOCK 223 LOT 2 8 BENDIX LANE OVERPAYMENT TAXES	372.96
HOMEQ PO BOX 13909 DURHAM, NC 27709-3909 BLOCK 817 LOT 2 8 EFLAND LANE OVERPAYMENT TAXES	1013.72
JUDITH ROAN-HUNTER 37 MARBORO LANE WILLINGBORO, NJ 08046 BLOCK 521 LOT 34 37 MARBORO LANE OVERPAYMENT TAXES	1236.72
JERLINE & BARRY TURNER 10 MINIATURE LANE WILLINGBORO, NJ 08046 BLOCK 522 LOT 2 10 MINIATURE LANE OVERPAYMENT TAXES	1122.76
LSI TITLE 700 CHERRINGTON PARKWAY CORAPOLIS, PA 15108 BLOCK 836 LOT 22 80 EDGE LANE OVERPAYMENT TAXES	155.70
THE SALT & LIGHT COMPANY, INC PO BOX 249 MT. HOLLY, NJ 08060 BLOCK 512 LOT 17 145 MILLBROOK DRIVE OVERPAYMENT TAXES	12.19

THE SALT & LIGHT COMPANY, INC PO BOX 249 MT. HOLLY, NJ 08060 BLOCK 408 LOT 22 35 CLUB HOUSE DRIVE OVERPAYMENT TAXES	21.89
COUNTRYWIDE TAX SERVICE PO BOX 10211 ATTN: TAX DEPT. MS: SVW-24 VAN NUYS, CA 91499-6089 BLOCK 1135 LOT 10 56 TRIANGLE LANE OVERPAYMENT TAXES	125.00
WINNIFRED P. BROWN 31 NORTHAMPTON DRIVE WILLINGBORO, NJ 08046 BLOCK 1003 LOT 132 31 NORTHAMPTON DRIVE OVERPAYMENT TAXES	35.17
CAROLYN KENNEDY 82 ECHOHILL LANE WILLINGBORO, NJ 08046 BLOCK 801 LOT 50 82 ECHOHILL LANE OVERPAYMENT TAXES	1279.46
EMC MORTGAGE CORP C/O FIS TAX SERVICES 3100 NEW YORK DRIVE SUITE 100 PASADENA, CA 91107 ATTN: JENNIFER MARTINEZ BLOCK 133 LOT 16 12 SYLVAN LANE OVERPAYMENT TAXES	29.76
MARY GAINES C/O ISABELLE JACKSON 31 POPLAR LANE WILLINGBORO, NJ 08046 BLOCK 323 LOT 25 31 POPLAR LANE OVERPAYMENT TAXES	1073.56

WELLS FARGO REAL ESTATE TAX SERVICE 488.60  
1 HOME CAMPUS, MAC X2502-011  
REGION 1 ATTN: FINANCIAL UNIT  
DES MOINES, IA 50325-0001  
BLOCK 1109

LOT 17  
80 TORRINGTON LANE  
OVERPAYMENT TAXES  
BLOCK 630 813.26  
LOT 6  
171 HAZELWOOD CIRCLE  
OVERPAYMENT TAXES

FIRST AMERICAN 1,038.59  
1 FIRST AMERICAN WAY  
ROANOKE, TX 76262  
BLOCK 508  
LOT 13  
31 MAGNET LANE  
OVERPAYMENT TAXES

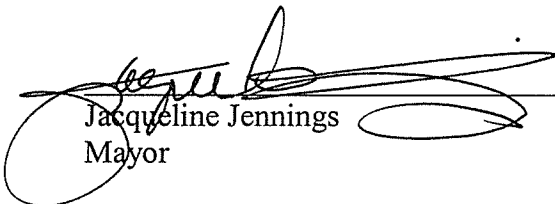
**RESOLUTION NO. 2008 – 74**

**AUTHORIZING AN AGREEMENT  
BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF  
CHOSEN FREEHOLDERS FOR THE ACQUISITION OF  
AUTO CART CONTAINERS**


WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Agreement providing for the acquisition of Auto Cart Containers (for use by residents for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13<sup>th</sup> day of May, 2008, that the Mayor and Clerk are hereby authorized to sign the attached Agreement.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders and the Finance Office for their information and attention.

  
Jacqueline Jennings  
Mayor

Attest:

  
Marie Annesé, RMC  
Township Clerk

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



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

May 15, 2008

County Administrator  
Board of Chosen Freeholders  
P. O. Box 6000  
Mount Holly, New Jersey 08060-6000

**Re: Authorizing Agreement  
Acquisition of Auto Cart  
Containers - Recycling**

Dear Sir:

Attached for your information and file is a certified copy of Resolution No. 2008 – 74, regarding the above, which was adopted by Willingboro Township Council at their meeting of May 13, 2008. Please provide a copy of the fully executed agreement when available.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



**BURLINGTON COUNTY RECYCLING PROGRAM**  
**AGREEMENT CONCERNING THE ACQUISITION OF**  
**AUTO CART CONTAINERS**

**Municipality:** Willingboro Township

**Minimum Cart Purchase Cost Commitment:** Not to Exceed \$4,700.00 per year  
for 6 years.

**This Agreement** is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has determined to solicit or arrange for the solicitation of bids for its purchase of auto carts for paper recyclables in 2008 for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Board will base the number of auto carts it purchases on commitments for cart purchases made to it by Municipality and other municipalities that are served by the County's recycling program; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's 2008 solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor.

2. The Board shall be responsible for preparing or supervising the preparation of a bid solicitation for the purchase of auto carts and for obtaining offers for the sale of carts to the County, for delivery in 2008. Upon receipt of bids the Board shall be solely responsible for selecting the winning bid(s). On approval of the successful bid(s) the Board shall report the cart purchase price(s) to the Municipality.

3. The Municipality shall be responsible for advising the Board, in writing, of the number and size of carts it wishes to purchase within twenty-one (21) days of its receipt of advice from the Board as to the successful bid(s). The cost of the Municipality's order for carts shall be not less than double of the above-stated Minimum Cart Purchase Cost Commitment.

4. When the Board has collected all commitments for cart purchases from municipalities that have signed this form of agreement it shall place an order for the carts and shall advise the Municipality of the anticipated delivery date.

5. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

6. The Municipality shall be liable to the Board for one-half of the actual purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 1, 2009, the Municipality shall pay one-twelfth (1/12) of the cost of the carts. Not later than April 1 of 2010, 2011, 2012, 2013 and 2014 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 3.

7. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

8. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a

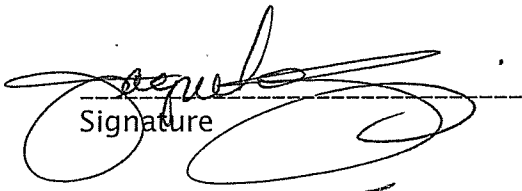
solicitation for bids for auto carts or fails to award one or more contracts to sellers of auto carts or fails to order the number of carts requested by the Municipality.

9. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

10. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board at the Municipality's behest prior to 2009, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

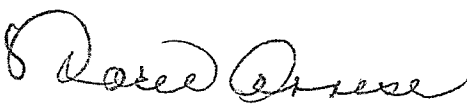
**MUNICIPALITY**

  
-----  
Signature

Date: 5/13/08

Jacqueline Jannings  
-----  
Signatory's typed/printed name

MAYOR  
-----  
Signatory's Title

Attest: 

MARIE ANNESCO  
-----  
Attestant's typed/printed name

TOWNSHIP CLERK  
-----  
Attestant's Title

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**

-----  
Augustus M. Mosca, County Administrator

-----  
Date


**RESOLUTION NO. 2008 - 75**


**AUTHORIZING FOR AERIAL LARVAL MOSQUITO CONTROL**

WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy areas, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of May, 2008, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.

  
Jacqueline Jennings  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

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

AUTHORIZATION FOR  
AERIAL LARVAL MOSQUITO CONTROL

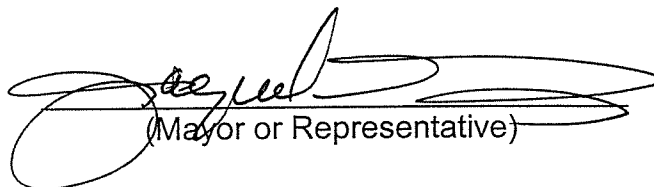
On behalf of the Willingboro Township, I hereby authorize the **Burlington County Highway Department – Division of Mosquito Control** to perform aerial applications of larvicides for mosquito control over Willingboro Township during 2008. Areas to be treated contain larval populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that larvicide applications will be made by helicopter by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Highway Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

5/6/08  
Date

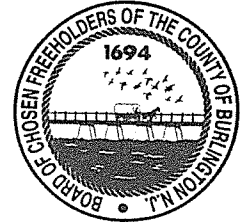
  
(Mayor or Representative)



Board of Chosen Freeholders  
Of The County of Burlington

MOUNT HOLLY, NEW JERSEY

08060



OFFICE OF:  
MOSQUITO CONTROL  
A DIVISION OF THE HIGHWAY DEPARTMENT  
P.O. Box 6000  
Mount Holly, New Jersey 08060

FIELD OFFICE:  
755 Eayrestown Road  
Lumberton, New Jersey  
PHONE: (609) 265-5064  
FAX: (609) 265-5561

Date: February 11, 2008  
To: All Townships, Cities & Borough Mayors  
From: Dominic S. Chappine, Jr., General Supervisor  
Burlington County Highway Department  
Division of Mosquito Control  
Re: Municipal Agreement Forms/Authorization to Conduct  
Aerial Larval Mosquito Control Activities

FFB 2 0 2008

In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide over your municipality during 2008, it will be necessary that you, or another designated representative, sign and date the enclosed authorization. This is in accordance with FAA regulations and is requested on an annual basis. Please forward a copy of any official Resolution adopted pursuant to this request.

Our aerial larviciding operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial larvicide operation. We notify Burlington County Central Communications in advance of all planned flights.

You should also be aware that the Division contracts for its aerial spraying services. A Bell Jet Ranger 206B turbine helicopter or equivalent is specified. This is one of the most safe and reliable aircraft available for this type of service. Our 2008 contract will run from April 1<sup>st</sup> through November 18<sup>th</sup>. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

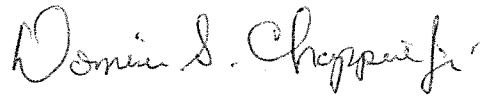
Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial larvicide activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis and larvicide one or two days later that same week, if warranted. Individual breeding sites may require several larvicide applications during the season. Weather, especially rainfall, is a key factor.

Our aerial larviciding program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of this disease affecting the human population.

If you have any questions regarding our aerial larviciding program, or the enclosed municipal agreement form please feel free to call me at (609) 264-5064.

Thank you for your cooperation and assistance.

Sincerely,



Dominic S. Chappine, Jr.  
General Supervisor, Mosquito Control

DSC: ap

Cc: Frank Somes, Acting County Supervisor Roads  
Bcc: Dave Wyche, PIO Assist

Enc: Municipal Agreement Form - 1  
Aerial Larval Mosq Control



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD*

*WILLINGBORO, NEW JERSEY 08046*

*(609) 877-2200 FAX (609) 835-0782*

May 14, 2008

Mr. Dominic S. Chappine, Jr.  
Office of Mosquito Control  
Division of the Highway Department  
P.O. Box 6000  
Mt. Holly, New Jersey 08060

Dear Mr. Chappine:

Attached is a certified copy of Resolution No. 2008 – 75 which was adopted by Willingboro Township Council at their meeting of May 6, 2008. Also attached is the signed Authorization for Aerial Larval Mosquito Control.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD. WILLINGBORO. N.J. 08046**

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

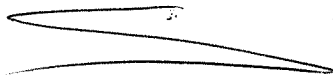
TO: Dominic S. Chappine, Jr  
COMPANY: Mosquito Control  
DATE: 5/14/08  
TO FAX NO. 265-5561

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Res 2008-75. Authorization  
Hard copy to follow

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.





5/7/08  
LEFT  
MAYORS  
SIGNATURE

**RESOLUTION NO. 2008 - 76**

**RESOLUTION AUTHORIZING A CHANGE ORDER FOR CURB CON INC., FOR 2001 AND 2006 (NJDOT TRUST FUND) "PEDESTRIAN SAFETY" SAFE STREETS TO SCHOOL**

WHEREAS, Willingboro Township Council, by Resolution No. 2007 - 122 awarded a contract to Curb Con Inc., for the above, in the amount of \$126,030.00; and

WHEREAS, the Township Engineer's Office, Remington & Vernick, has submitted **Change Order No. 1 (Final) representing a reduction of \$2,114.00** and certificate no. 2 (final) representing payment in full; and

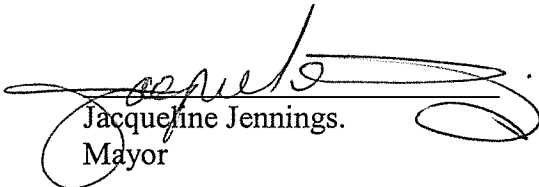
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of May, 2008, as follows:

**Change Order No. 1 (Final) reduction of \$2,114.00 for an amended contract amount of \$123,916.00**

Final Payment be made to Curb Con Inc. in the amount of \$2,478.32..

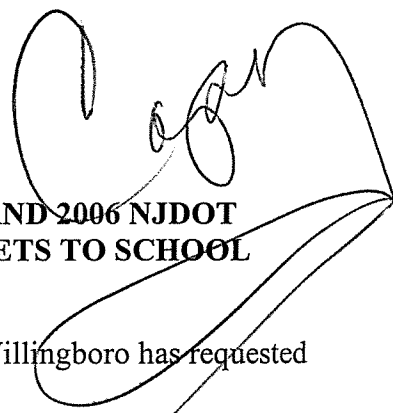
Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information and attention.

  
Jacqueline Jennings.  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

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

RESOLUTION NO. 2007 - 122



**A RESOLUTION AWARDING A BID FOR FY 2001 AND 2006 NJDOT TRUST FUND "PEDESTRIAN SAFETY" SAFE STREETS TO SCHOOL**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced projects; and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Curb Con Inc., 514 Route 9, Barnegat, New Jersey 08005** in the amount of \$126,030 (representing items 1 through 14 of the base bid)); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of August, 2007, that the bid be accepted as per the attached recommendation of the Township Engineer dated July 20, 2007.

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

\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

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



*Res. Done  
Please sign  
4 Change  
Orders*

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**STATE AID PROJECTS**  
**CHANGE ORDER NUMBER - 1 FINAL**  
**Order of Local Aid and Economic Development**

*5/15/08  
C. [Signature]  
Res 2008-76*

**Project FY 2001 & 2006 NJDOT TRUST FUND SAFE STREET PROGRAM**  
**Municipality** TOWNSHIP OF WILLINGBORO  
**County** BURLINGTON  
**Contractor** CURB-CON, INC

In accordance with the project Supplementary Specification, the following are changes in the contract.  
 Location and Reason for Change (Attach additional sheets if required) -  
 ADJUSTMENT IN AS-BUILT QUANTITIES  
 Date of Change Order: 4/11/08

<u>Item</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>EXTRAS</b>					
<b>REDUCTIONS</b>					
5R	9"x18" Concrete Vercicle Curb	10	LF	\$35.00	\$350.00
6R	Concrete Sidewalk 4" Thick	49	UN	\$36.00	\$1,764.00
					\$2,114.00

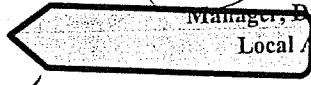
**SUPPLEMENTALS**

Amount of Original Contract	\$126,030.00	Extra	\$0.00
Adjusted Amount Based on Change	\$123,916.00	Supplemental	\$0.00
Order No. 1 FINAL		Reduction	\$2,114.00
		Total Change	- \$2,114.00

% Change in Contract - 0.01677378 %  
 [(+) Increase or (-) Decrease]

*Richard B. Greer* ..... *4/28/08*  
 (Engineer) (Date)

Approved: .....  
*Vincent Masciandro*  
 Manager, District 4  
 Local Aid



.....  
 (Presiding Officer) (Date)  
*[Signature]* ..... *4/11/08*  
 (Contractor) (Date)

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

CRAIG F. REMINGTON, PLS, PP, Vice President

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



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

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

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

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

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

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

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

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

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

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

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

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

**Remington, Vernick  
& Arango Engineers**  
243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

April 29, 2008

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

**Re: Township of Willingboro  
FY 2001 & 2006 NJDOT Trust Fund Safe Streets Program  
Closing Documents  
RV&A #0338T040**

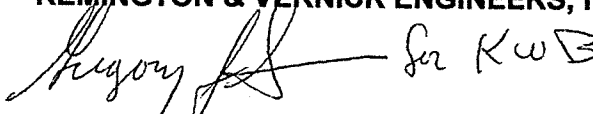
Dear Ms. Diggs:

Enclosed please find the following documents

- 1) One (1) original and one (1) copy of Certificate No. 2 Final
- 2) The contractor's voucher for payment
- 3) Change Order #1 Final for your approval.
- 4) Associated maintenance bond.

If you should have any questions, please contact James Walker at our Bordentown office at 609-298-6017.

Sincerely,  
**REMINGTON & VERNICK ENGINEERS, INC.**



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

GJS/clg

Enclosure(s)

c: Mayor & Committee  
Marie Annese, Twp. Clerk  
Curb Con  
Gregory J. Sullivan, P.E.  
James Walker  
Hasson Shipman  
Syreeta Paul

T:\Willingboro\T040-Safe Streets To Schools\1040ct #1 12-10-07.doc

RECEIVED

MAY 01 2008

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

*Earning Our Reputation Every Day Since 1901*

www.rve.com

**RV & A** REMINGTON, VERNICK & ARANGO ENGINEERS  
**CERTIFICATE#2 Final**

CURB CON INC.  
 514 ROUTE 9  
 BARNEGAT, NJ 08005  
 609-660-2223

**PROJECT NAME:**  
 FY 2001& 2006 NJDOT TRUST FUND SAFE STREET PROGRAM  
**PROJECT NUMBER:**  
 0338T040  
**CLIENT:**  
 TOWNSHIP OF WILLINGBORO

**CERTIFICATE #2 Final**

Contractors Signature

X *Kelly Stitt* 4/16/08  
 Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #1	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	CLEARING SITE	1 LS	\$15,000.00	\$15,000.00	1	1	\$15,000.00
2	ROAD EXCAVATION SELECTED MATERIAL	300 CY	\$25.00	\$7,500.00	300	300	\$7,500.00
3	BORROW EXCAVATION SELECTED MATERIAL	50 CY	\$30.00	\$1,500.00	50	50	\$1,500.00
4	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED	1350 SY	\$10.00	\$13,500.00	1350	1350	\$13,500.00
5	9"x18" CONCRETE VERTICLE CURB CONCRETE SIDEWALK 4" THCIK	100 LF	\$35.00	\$3,500.00	90	90	\$3,150.00
6	CONCRETE SIDEWALK 4" THCIK	1355 SY	\$36.00	\$48,780.00	1306	1306	\$47,016.00
7	DETECTABLE WARNING SURFACES, TRUNCATED DOMES	50 SF	\$15.00	\$750.00	50	50	\$750.00
8	TOPSOILING 4" THICK	2150 SY	\$7.00	\$15,050.00	2150	2150	\$15,050.00
9	FERTILIZER & SEEDING TYPE A-3	2150 SY	\$2.00	\$4,300.00	2150	2150	\$4,300.00
10	STRAW MULCHING	2150 SY	\$1.00	\$2,150.00	2150	2150	\$2,150.00
11	TOPSOIL STABILIZATION MATTING	150 SY	\$10.00	\$1,500.00	150	150	\$1,500.00
12	CHAIN LINK FENCING, THERMALLY FUSED	250 LF	\$40.00	\$10,000.00	250	250	\$10,000.00
14	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$2,500.00	\$2,500.00	1	1	\$2,500.00
<b>TOTAL</b>							<b>\$123,916.00</b>

TOTAL \$123,916.00

LESS 0% RETAINAGE \$0.00

SUBTOTAL \$123,916.00

LESS AMOUNT PREVIOUSLY CERTIFIED \$121,437.68

**AMOUNT DUE THIS CERTIFICATE** **\$2,478.32**



**SUMMARY**

**ORIGINAL CONTRACT AMOUNT** **\$126,030.00**  
**CHANGE ORDERS ( ADJUSTED AMOUNTS )**

1	(\$2,114.00)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

**TOTAL CHANGE ORDERS** (\$2,114.00)  
**AMENDED CONTRACT AMOUNT** **\$123,916.00**

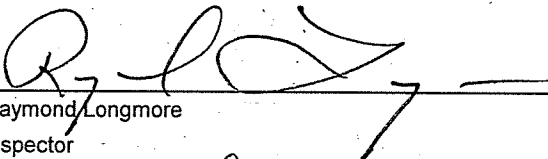
**PAYMENTS CERTIFIED TO DATE (AMOUNT)**

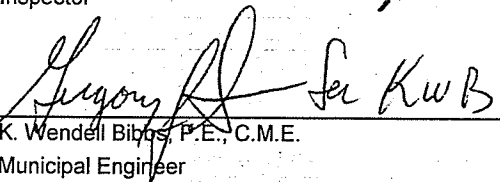
1	\$121,437.68
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

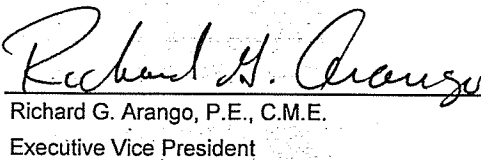
**TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT)** \$121,437.68

**AMOUNT OF THIS CERTIFICATE** \$2,478.32

**TOTAL AMOUNT OF WORK COMPLETED** \$123,916.00

 4-18-08  
Raymond Longmore Date  
Inspector

 4/23/08  
K. Wendell Bibbs, P.E., C.M.E. Date  
Municipal Engineer

 4/28/08  
Richard G. Arango, P.E., C.M.E. Date  
Executive Vice President

# WILLINGBORO TOWNSHIP

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

No 22066

Pay To ..... **Curb-Con, Inc.** .....

**514 Route 9**

ADDRESS ..... **Barnegat, NJ 08005** .....

CITY .....

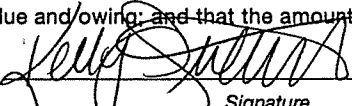
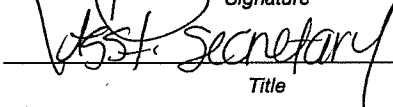
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	<b>Furnishing of all labor and materials for the FY 2001 &amp; 2006 NJDOT Trust Fund Safe Street Program:</b>		
	<b>Total Amount Completed to Date:</b>		<b>\$123,916.00</b>
	<b>Less 0% Retainage</b>		<b>\$0.00</b>
	<b>Subtotal</b>		<b>\$123,916.00</b>
	<b>Less Amount Previously Paid</b>		<b>\$121,437.68</b>
	<b>Amount Due This Certificate</b>		<b>\$2,478.32</b>

### 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 ..... Township Manager	CHECK No. ....

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
STATE AID PROJECTS  
CHANGE ORDER NUMBER - 1 FINAL  
Division of Local Aid and Economic Development**

**Project FY 2001 & 2006 NJDOT TRUST FUND SAFE STREET PROGRAM**

**Municipality** TOWNSHIP OF WILLINGBORO  
**County** BURLINGTON  
**Contractor** CURB-CON, INC

In accordance with the project Supplementary Specification, the following are changes in the contract.  
Location and Reason for Change (Attach additional sheets if required) -

ADJUSTMENT IN AS-BUILT QUANTITIES

Date of Change Order: 4/11/08

<u>Item</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>EXTRAS</b>					
<b>REDUCTIONS</b>					
5R	9"x18" Concrete Verticle Curb	10	LF	\$35.00	\$350.00
6R	Concrete Sidewalk 4" Thick	49	UN	\$36.00	\$1,764.00
					\$2,114.00

**SUPPLEMENTALS**

Amount of Original Contract	\$126,030.00	Extra	\$0.00
		Supplemental	\$0.00
Adjusted Amount Based on Change Order No. 1 FINAL	\$123,916.00	Reduction	\$2,114.00
		Total Change	- \$2,114.00

% Change in Contract - 0.01677378 %  
[(+) Increase or (-) Decrease]

*Richard B. Arce* 4/28/08  
.....  
(Engineer) (Date)

Approved: *Vincent Masciandaro*  
.....  
Vincent Masciandaro (Date)  
Manager, District 4  
Local Aid

.....  
(Presiding Officer) (Date)  
*Vincent Masciandaro* 4/11/08  
.....  
(Contractor) (Date)

**RESOLUTION NO. 2008- 77**  
**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 5th day of July 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

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

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

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to PERSONNEL PLAN & CONTRACT NEGOTIATIONS

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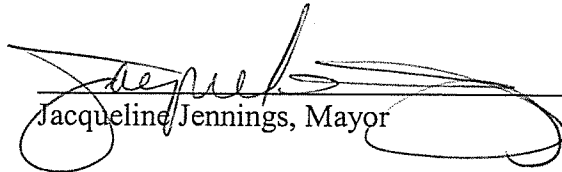
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**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A.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

TOWNSHIP OF WILLINGBORO

  
 Jacqueline Jennings, Mayor

Attest:

  
 Marie Annese, RMC  
 Clerk

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

✓

**RESOLUTION NO. 2008-78**  
**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 13~~th~~ day of July 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

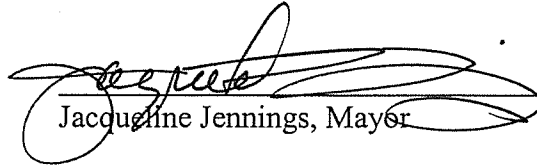
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

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

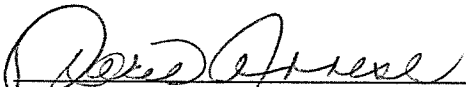
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to ① CONTRACT NEGOTIATIONS AGENCIES FOR LABOR EMPLOYMENT & HEARING OFFICER ② CVS PHARMACY RE TAX AGREEMENT ③ WEISS V W'BORE SETTLEMENT NEGOTIATIONS ④ PERSONNEL

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

TOWNSHIP OF WILLINGBORO

  
 Jacqueline Jennings, Mayor

Attest:

  
 Marie Annese, RMC  
 Clerk

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



# TOWNSHIP OF WILLINGBORO

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

May 14, 2008

Mr. Edward Kern  
Interim Superintendent of Schools  
440 Beverly Rancocas Road  
Willingboro, New Jersey 08046

**2008-2009 Defeated  
School Budget  
Res. 2008 - 79**

Dear Mr. Kern:

Attached is a certified copy of Resolution No. 2008 - 79, certifying the amount necessary to be raised in the Willingboro Township School District by taxation for school purposes, which was adopted by Willingboro Township Council at their meeting of May 13, 2008.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

cc: Burlington County Superintendent of Schools  
Burlington County Board of Taxation



**TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 2008 -79**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2008-2009 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.**

**Whereas**, the 2008-2009 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 joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2008-2009 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 13<sup>th</sup> day of May, 2008, 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. 2008 – 79 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 2008-2009 school budget year:

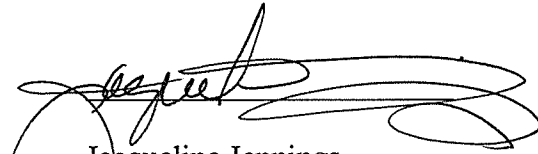
Original Tax Levy appearing on the ballot	
at the 2008 Annual School Election	\$ 28,985,540.
Amount of Reduction to tax levy for base budget	\$ 1,250,303.
Line Item Identifiers (attached)	
Amount Certified as necessary to be raised in the	
Willingboro Township School District by taxation	
for school purposes	\$ 27,735,237.

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.

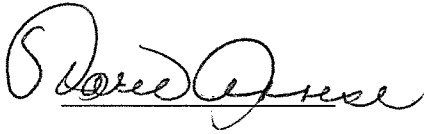
**Be It Further Resolved** that certified copies of this Resolution shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

Res. 2008 -79 cont'd.

  
Jacqueline Jennings  
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 13, 2008.

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 2008-2009 school budget year.



Marie Annese, RMC

Township Clerk

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

WILLINGBORO SCHOOL DISTRICT  
 DEFEATED BUDGET ADDITIONAL PROPOSED CUTS  
 BUDGET YEAR 2008-2009

Alternate School

AS Supervisor	1	90,000	11,000	90,000	11-000-221-102
AS Secretary	1	25,000	11,000	25,000	11-000-240-105
AS Guidance Counselor	1	50,000	11,000	50,000	11-000-218-104
AS Teachers				62,208	11-140-100-101
AS Security	2	20,000	22,000	40,000	11-000-262-100
AS Supplies				15,000	11-190-100-610
AS Standards Based Instruction				42,125	11-190-100-340
AS Child Study Team Services				30,000	11-000-219-100
AS Technical Support				5,000	11-190-100-340
AS Social Security				4,800	11-000-291-220
Kindergarten Aids 9	9	13,277	99,000	119,493	11-190-100-106
Levitt Teachers	2	52,000	22,000	104,000	11-130-100-101
Student Management System				40,000	11-190-100-440 AB46
Kindergarten Supplies				30,000	11-190-100-610 7B00
Special Education Parap	1	13,277	11,000	13,277	11-213-100-106 S290
Adult Basic Education				30,000	13-602-200-106 0B49
High School Teachers	3	52,000	33,000	156,000	11-140-100-101 S901
Tuition	3			98,400	11-000-100-565 5B00
Before and After Tuition				75,000	
Health Insurance			220,000	220,000	11-000-291-270
Total				1,250,303	

# SAMPLE BALLOT

## School District

### COUNTY

APRIL 15, 2008

11:00 A.M. TO 9:00 P.M.

The school district has proposed programs and services in addition to the Core Curriculum Content Standards adopted by the State Board of Education. Information on this budget and the programs and services it provides is available from your local school district.

AMPLE COPY OF THE OFFICIAL BALLOT TO BE USED ON VOTING DAY.

AVAILABLE IN ALL POLLING LOCATIONS

<b>QUESTION</b>	<b>PUBLIC QUESTION TO BE VOTED UPON</b>	
<input type="checkbox"/>	<b>WILLINGBORO TOWNSHIP QUESTION NO. 1</b>	
<input type="checkbox"/>	<b>RESOLVED</b> , that there should be raised for General Funds \$28,985,540.00 for the ensuing School Year 2008-2009.	
<input type="checkbox"/>		
	YES <input type="checkbox"/>	NO <input type="checkbox"/>

### INSTRUCTIONS FOR VOTING:

- Press the button  to the right of the candidate of your choice. A green X will appear signifying your selection.
- To change any selection, press the button  again. The green X will go off, and you may make a new selection.
- To vote in favor of a proposition or proposal, press the button  next to the word "YES." To vote against a proposition or proposal, press the button  next to the word "NO." A green X will appear next to your selection.
- To change your vote in favor of or against a proposition or proposal, press the button  again. The green X will go off, and you may cast a new vote.
- If you wish to cast a write-in vote, go to the Personal Choice column, then:
  - Press the button  on the same line as the office for which you want to cast a write-in vote. A blinking green X will appear.
  - Go down to the keyboard and type the name of your write-in candidate one letter at a time.
  - To make a space between first and middle name or initial and last name use the arrow pointing to the right on the keyboard.
  - To make a correction, use the arrow pointing to the left.
  - The name you enter will appear in the display to the left of the keyboard. Be sure the name appears correctly.
  - When you have completed typing the name, press the ENTER key on the keyboard panel. Once you have pressed the Enter key on the keyboard, you will be unable to change that write-in vote. Each write-in vote requires a separate entry. Do not press the CAST VOTE button until all other choices are completed.


**WARNING!** An improperly cast write-in vote will be deemed void. Be sure that your write-in vote is cast in the PERSONAL CHOICE column on the same line as the office for which you are casting the write-in vote.

After completing all your selections, press the CAST VOTE button located in the lower right hand corner of the machine. This electronically records all of your votes. Part the curtains and exit the voting booth.

WARNING

DO NOT PRESS THE 'CAST VOTE' BUTTON UNTIL YOU HAVE MADE ALL DESIRED SELECTIONS.

CAST VOTE  
BUTTON



One Salem Road  
Willingboro, NJ 08046

**WILLINGBORO PUBLIC SCHOOLS**  
WILLINGBORO, NEW JERSEY 08046-2847



**EDWARD A. KERN**  
INTERIM SUPERINTENDENT OF SCHOOLS

**KELVIN L. SMITH, CPA, MBA**  
BUSINESS ADMINISTRATOR/BOARD SECRETARY

COUNTRY CLUB ADMINISTRATION  
440 BEVERLY-RANCOCK  
TELEPHONE: (609)83  
FAX: (609)871-1

May 12, 2008

RECEIVED  
MAY 12 2008  
MARIE ANNESE, TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

Mayor Jacqueline Jennings &  
Members of Town Council  
Township of Willingboro  
Municipal Complex, One Salem Road  
Willingboro, NJ 08046

Dear Willingboro Township Officials:

**Information Summary:**

The Willingboro School District located in Willingboro, New Jersey has prepared the following information as requested by the Willingboro Municipal Township.

1. Information requested from Township Council on April 24, 2008. (Schedule A)
2. Additional information requested from Township Council dated April 24, 2008. (Schedule B)
3. Energy Conservation measures. (Schedule C)
4. List of Encumbrances for 2007-2008. (Schedule D)
5. Cost of Alternative Program. (Schedule E)
6. List of budget cuts to the proposed 2008-2009 budget. (Schedule F)
7. Board Secretary's & Treasurer's Reports, July 2007 – February 2008 (Schedule G)

**Information requested from Township Council on April 24, 2008:**

As per the request of Township Council via Marie Annese, Township Clerk, I have attached documents labeled Schedule A.

- The statutory deadline for notifying teachers is May 15, 2008.
- A copy of the State guidelines for administrative spending is enclosed.
- Because of the \$10 million loan from the state, from a technical point of view the district does not have a surplus. The excess fund balance utilized in the 2008-2009 budget is \$2,461,916 (See attached excerpt from 2006-2007 audit report).

**WILLINGBORO TOWNSHIP  
BOARD OF EDUCATION**

**Supplemental  
Defeated  
Budget  
Information  
Request  
Schedule F**

**May 12, 2008**

---

# **SCHEDULE F**

---

- Additional List of Budget Cuts to the Proposed 2008-2009 Budget Schedule
-



**WILLINGBORO PUBLIC SCHOOLS**  
WILLINGBORO, NEW JERSEY 08046-2847



EDWARD A. KERN  
INTERIM SUPERINTENDENT OF SCHOOLS

KELVIN L. SMITH  
BUSINESS ADMINISTRATOR/BOARD SECRETARY

COUNTRY CLUB ADMINISTRATION BUILDING  
440 BEVERLY-RANCOGAS ROAD  
Telephone: (609) 835-8670  
Fax: (609) 871-1566

**FAX TRANSMISSION COVER MEMO**

**DATE:** 05-03-08

**TO:** MARIE ANNESE

835-0782

WILLINGBORO

(Fax #)

TOWNSHIP CLERK

(Company/Organization)

**FROM:** Office of the Business Administrator

(609) 871 - 1566

(Fax #)

**SUBJECT:** SCHOOL FUNDING FORMULA - W'BORO

The document that follows is being transmitted through facsimile by the Willingboro Board of Education.

The document consists of 3 page(s) including this cover memorandum. If you have any questions, if the transmission is incomplete, or if it is not legible, please call the Willingboro Board of Education (609) 835-8670

BURLINGTON - WILLINGBORO TWP - 5805 2008-09 REVISED DISTRICT STATE AID PROFILE

STATE AID (K-12) SUMMARY	
FY08	\$39,230,160
TOTAL 07-08*	
FY09	\$34,309,883
EQUALIZATION AID	\$2,261,707
SPEC ED CAT**	\$67,299
EXORD***	\$1,440,499
TRANSP	\$1,042,526
SECURITY	\$892,849
ADJUSTMENT AID	\$0
EDUC. ADEQUACY AID	\$0
CHOICE AID	\$0
ADULT EDUC. AID	\$0
TOTAL 08-09	\$40,014,763
STATE AID DIFFERENTIAL	\$ 784,603
% STATE AID GROWTH:	2.00%

ENROLLMENT SUMMARY****	
ENROLL 2000	5,434
ENROLL 2007	4,564
PROJ ENROLL 2008	4,409.0
% ENROLL GROWTH (7 YRS): -16%	
FREE and REDUCED PUPILS (2008):	1,893
COMBINATION PUPILS (2008):	18
LIMITED ENGLISH PUPILS (2008):	17
% FREE and REDUCED (2008):	43.343162 %
ENROLL GROWTH(7 Yrs)	-19%
(relative to state average)	

WEALTH SUMMARY	
EQUALIZED VAL 2007 =	\$2,137,833,646
AGGREGATE INC 2005 =	\$587,105,182
WEALTH GROWTH (7 Yrs - relative to state average)	
PROPERTY:	-16%
INCOME:	-19%
WEALTH PER PUPIL	
PROPERTY	\$484,879
INCOME	\$133,161
District=	\$977,893
Average=	\$190,499
Local Fair Share:	\$23,254,785
2007-08 Tax:	\$27,870,712

\*Represents K-12 2007-08 state aid except includes extraordinary aid paid in FY07. Includes all aid except debt service aid, ECPA preschool funding, and EOA preschool funding.  
 \*\* Special education categorical on 12/12/2007 simulations on the DOE's website includes both special education categorical aid and extraordinary aid summed together.  
 \*\*\* Projection based on 2006-07 applications and will be adjusted based on the actual applications submitted and approved in 2009.  
 \*\*\*\* Actual enrollment counts half day kindergarten as one full pupil. Projected enrollment counts half day kindergarten as one half pupil.

ADEQUACY BUDGET CALCULATION

ADEQUACY BUDGET = (BASE COST + AT-RISK COST + LEP COST + COMB COST) X GCA + (SPEC ED CENS + SPEECH)  
 = (\$44,789,018 + \$10,091,382 + \$87,709 + \$118,016) X 0.9613 + (\$4,523,413 + \$86,963) = \$57,564,668

COMPONENTS OF ADEQUACY BUDGET

BASE COST = \$9,649 X [EM ENR X 1.04] + (MS ENR X 1.04) + (HS ENR X 1.17)  
 = \$9,649 X [2,173.0 + (1,133 X 1.04) + (1,103 X 1.17)] = \$44,789,018

AT-RISK COST = \$9,649 X [EM AR ENR + (MS AR ENR X 1.04) + (HS AR ENR X 1.17)] X AR WEIGHT  
 = \$9,649 X [990 + (516 X 1.04) + (387 X 1.17)] X 0.528358 = \$10,091,382 \*\*\*\*\*

LEP COST = \$9,649 X [EM LEP ENR + (MS LEP ENR X 1.04) + (HS LEP ENR X 1.17)] X 0.5  
 = \$9,649 X [7 + (4 X 1.04) + (6 X 1.17)] X 0.5 = \$ 87,709

COMB COST = \$9,649 X [EM COM ENR + (MS COM ENR X 1.04) + (HS COM ENR X 1.17)] X (AR WT + 0.125)  
 = \$9,649 X [13 + (1 X 1.04) + (4 X 1.17)] X (0.528358 + 0.125) = \$ 118,016 \*\*\*\*\*

SPEC ED CENS + SPEECH = (TOTAL ENR X 14.69% X \$10,897.75 X .666667 X GCA) + (TOTAL ENR X 1.897% X \$1,081.61 X GCA)  
 = (4,409.0 X 14.69% X \$10,897.75 X .666667 X 0.9613) + (4,409.0 X 1.897% X \$1,081.61 X 0.9613) = \$4,610,376 \*\*\*\*\*

Note: Total Enrollment X 1.897% X \$1,081.61 is the speech component.

ADEQUACY BUDGET PLUS CATEGORICALS

ADEQUACY BUDGET PLUS CATEGORICALS = ADEQUACY BUDGET + SECURITY AID + SPEC ED CATEGORICAL + EXTRAORDINARY AID + TRANSPORTATION  
 = \$57,564,668 + \$1,042,526 + \$2,261,707 + \$67,299 + \$1,440,499 = \$62,376,700

**BURLINGTON - WILLINGBORO TWP - 5805 2008-09 REVISED DISTRICT STATE AID PROFILE**

**STATE AID CALCULATION PRIOR TO CAPS**

LOCAL FAIR SHARE = (EQ VAL X PROP VAL RATE X 50%) + (AGGREGATE INCOME X INCOME RATE X 50%)  
 = (\$2,137,833,646 X 0.0092690802 X .5) + (\$587,105,182 X 0.04546684 X .5) = \$23,254,785

EQUALIZATION AID = (ADEQUACY BUDGET - LOCAL FAIR SHARE)  
 = \$57,564,668 - \$23,254,785 = \$34,309,883

Note: If calculation is less than 0 then equalization aid set to 0.

SPECIAL ED CAT AID = TOTAL ENR X 14.69% X \$10,897.75 X 333333 X GCA  
 = 4,409.0 X 14.69% X \$10,897.75 X 333333 X 0.9613 = \$2,261,707 \*\*\*\*\*

EXTRAORDINARY AID\*\*\* = EXTRAORDINARY ELIGIBLE COSTS FROM 2006-07 APPLICATIONS THAT EXCEEDED  
 \$40,000 IN DISTRICT AND \$55,000 OUT OF DISTRICT X 2007-08 CPI (1.0289) X 2008-09 CPI (1.0289) X 75%  
 = \$67,299

SECURITY AID  
 IF AT RISK PERCENTAGE AT OR BELOW 40 PERCENT  
 = [(TOTAL ENR X \$70) + (AR ENR X \$406)] X GCA  
 = [(4,409.0 X \$70) + (1,911 X \$406)] X 0.9613

IF AT RISK PERCENTAGE AT OR BELOW 40 PERCENT  
 = [(TOTAL ENR X \$70) + (AT RISK TOTAL X AT RISK PERCENTAGE X \$1,015)] X GCA  
 = [(4,409.0 X \$70) + (1,911 X 0.433432 X \$1,015)] X 0.9613  
 Your security aid is \$1,042,526. \*\*\*\*\*

TRANSPORTATION AID = \$1,440,499 EDUCATION ADEQUACY AID = \$0 CHOICE AID = \$0 ADULT EDUC. AID = \$0

ADJUSTMENT AID = IF \$39,121,915 is less than \$39,230,160 X 1.02, then adjustment aid = (\$39,230,160 x 1.02) - \$39,121,915. This ensures a minimum state aid increase of 2%.  
 The \$39,121,915 is equalization aid, security aid, special ed categorical aid, extraordinary aid, and transportation aid. The \$39,230,160 is 2007-08 aid. For a 2% district  
 with choice aid, then subtract the choice aid from the previous calculation to obtain the adjustment aid.

= \$892,849

TOTAL AID 08-09 BEFORE CAPS = ADJUSTMENT AID + EQUALIZATION AID + SECURITY + SPECIAL ED CAT AID + EXTRAORDINARY AID + TRANSPORTATION + EAA  
 = \$892,849 + \$34,309,883 + \$1,042,526 + \$2,261,707 + \$67,299 + \$1,440,499 + \$0 = \$40,014,763 \*\*\*\*\*

**STATE AID CAPS**

State aid increases are capped at 20% for districts spending below their adequacy budget plus categorical aid (comparison exclusive of transportation aid).  
 Otherwise state aid increases are capped at 10%. If a district receives adjustment aid, the caps are not applicable.

Cap determination: 2007-08 spending as defined = \$65,617,452 2008-09 adequacy budget as defined = \$60,936,200

<b>2007-08 AID</b> \$39,230,160	<b>2008-09 AID UNCAPPED</b> \$40,014,763	<b>TOTAL 2008-09 AID CAPPED</b> \$40,014,763	<b>% AID INCREASE</b> 2
------------------------------------	---	---	----------------------------

**FINAL STATE AID** = TOTAL 2008-09 CAPPED AID + CHOICE AID + ADULT EDUC. AID = \$40,014,763 + \$0 + \$0 = \$40,014,763

**% AID INCREASE** = 2.00

\*\*\* Projection based on 2006-07 aid applications and will be adjusted based on the actual applications submitted and approved in 2009.  
 \*\*\*\*\* Differences due to rounding.

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD. WILLINGBORO. N.J. 08046**

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Mr. Edward Kern  
COMPANY: Supr of Schools  
DATE: 5/14/08  
TO FAX NO. 835-3880

FROM: Marie Annese EXT 6202 PAGES 7  
SUBJECT: Res. 2008-79 / Hard copy to  
Follow

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* MAY-14-2008 WED 10:32 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* MAY-14 10:32 AM 8353880 55" 7 SEND OK 976 \*  
 \* TOTAL : 55S PAGES: 7 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD. WILLINGBORO. N.J. 08046**  
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Mr. Edward Kew  
 COMPANY: Supr of Schools  
 DATE: 5/14/08  
 TO FAX NO. 835-3880

FROM: Marie Annese EXT 6202 PAGES 7  
 VID FROM: Res. 2008-79 / Hard copy 10



# TOWNSHIP OF WILLINGBORO

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

May 20, 2008

Margaret M. Nuzzo  
County Tax Board Administrator  
Burlington County Office Building  
49 Rancocas Road  
Mt. Holly, New Jersey 08060

Dear Ms. Nuzzo:

Attached is a certified copy of the New Jersey Department of Education, Division of Finance, Certificate and Report of School Taxes for 2008-2009 School Year.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
cc: Finance Dept.

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

New Jersey Department of Education  
 Division of Finance  
 Certificate and Report of School Taxes  
 (2008-2009 School Year)

BURLINGTON - WILLINGBORO TWP

44F - FORM A  
 05/20/2008  
 11:22:13  
 6724

Accounts	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted	Balance of Levy from 2007-08 to be raised in 2008	Amount in col. 2 to be raised in 2008 Levy	Total 2008 Tax Levy	Amount in col. 2 Deferred to 2009 Levy
(1)	(2)	(3)	(4)	(5)	(6)
General Fund	27,735,237.00	0.00	27,735,237.00	27,735,237.00	0.00
Debt Service	564,415.00	0.00	564,415.00	564,415.00	0.00
Totals	28,299,652.00	0.00	28,299,652.00	28,299,652.00	0.00

Tax certification of prior year received too late for 2007 levy.  
 Other\* 0.00

Grand Total 28,299,652.00

\*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 2008-2009 school year and that the sum of \$ 28,299,652.00 is required to be levied for local school district purposes for the calendar year 2008.

It is hereby certified that the sum of \$28,299,652.00 is required to be levied for local district school taxes for the calendar year 2008.

Board of Education of WILLINGBORO TWP, N.J.

WILLINGBORO TWP

*Belinda Smith*  
 Board Secretary

*5/20/08*  
 Date

*Doreen Chene*  
 Municipal Clerk

*5/20/08*  
 Date

**RESOLUTION NO. 2008 – 80  
AUTHORIZING PARTICIPATION IN THE BURLINGTON  
COUNTY SHARED SERVICES FORUM**

WHEREAS, the forty municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

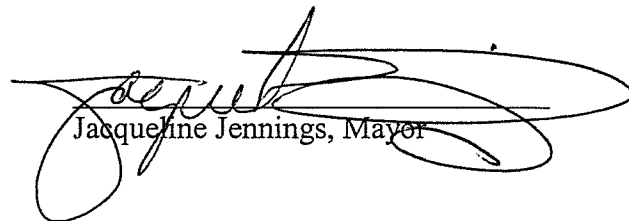
WHEREAS, it is believed that jointly sharing services provided by various municipalities and school districts will be cost effective and efficient; and

WHEREAS, there is a need to facilitate shared services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the Township of Willingboro that the Township of Willingboro does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

BE IT FURTHER RESOLVED that the Mayor and Manager are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum and/or its subcommittees for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders.

  
Jacqueline Jennings, Mayor

Attest:



Marie Annese, RMC

Township Clerk

May 27, 2008

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





# TOWNSHIP OF WILLINGBORO

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

June 30, 2008

Mr. Gary LaVenia  
Director of Improvement Authority Operations  
Burlington County Bridge Commission  
1300 Route 73 North  
P. O. Box 6  
Palmyra, New Jersey 08065-1090

Dear Mr. LaVenia:

Attached is a certified copy of Resolution No. 2008 – 80 which was adopted by Willingboro Township Council at their meeting of May 27, 2008.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

**BURLINGTON COUNTY  
BRIDGE COMMISSION**

1300 Route 73 North  
P.O. Box 6  
Palmyra, NJ 08065-1090  
856-829-1900  
FAX 856-829-5205



*move,  
Did we do this?  
J*

**Commissioners**  
Priscilla B. Anderson  
John B. Comegno II  
James E. Fletcher



April 8, 2008

Dear Municipal Official:

In reviewing my records I've discovered I have not received a resolution declaring your participation for 2008 in the Burlington County Shared Services Forum.

The Burlington County Shared Services Forum is a group of local municipal and school officials who look for opportunities to share services and programs in order to create financial savings for taxpayers.

The Forum is open to all public entities in Burlington County and, unlike in the past, there is no cost.

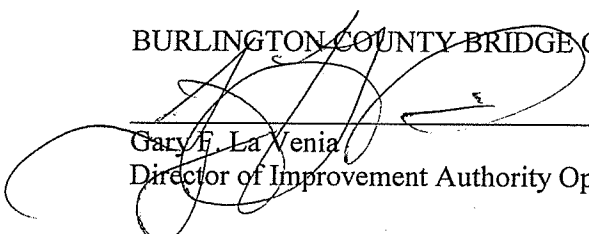
**Expected Benefits from Improvement Authority Facilitation**

- As stated there is no cost to the any government entity including municipal governments, school county,
- Participation is voluntary by local resolution.
- The County is an active participant, offering a wide array of services you can draw upon such as shared purchasing, data processing, Land Use and Regional Planning to name just a few.
- Meetings are held at various locations and times to accommodate full participation.
- Different speakers with information pertinent to the whole group are invited to speak at each general membership meeting making the forum a means of sharing information as well as opening up opportunities to partner for sharing services.
- The general membership meetings afford the opportunity to meet and talk with officials from other government entities and exchange ideas

It is my hope that every municipality will choose to participate in the Forum; I have enclosed a sample resolution for your review. If you have any questions regarding this matter or any questions about the Forum please, do not hesitate to contact me.

Very truly yours,

**BURLINGTON COUNTY BRIDGE COMMISSION**

  
\_\_\_\_\_  
Gary F. La Venia  
Director of Improvement Authority Operations

**RESOLUTION AUTHORIZING PARTICIPATION IN THE  
BURLINGTON COUNTY SHARED SERVICES FORUM**

**WHEREAS**, the forty municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

**WHEREAS**, it is believed that jointly sharing services provided by various municipalities and school districts will be cost effective and efficient; and

**WHEREAS**, there is a need to facilitate shared services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Governing Body of the \_\_\_\_\_ (Township, Borough, City) that the \_\_\_\_\_ (Township Borough, City) does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

**BE IT FURTHER RESOLVED** that the following two representatives of the \_\_\_\_\_ (Township, Borough, City),  
\_\_\_\_\_ and  
\_\_\_\_\_ are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum and/or its subcommittees for the purpose of reaching a concensus on the best opportunities for Shared Services among these governmental agencies; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders and the Burlington County Bridge Commission.

*Just  
as per [unclear]*



A Naturally Better Place to Be.

Office of the Township Clerk

**To:** Michael ARMSTRONG Esq      **From:** Marie ANNESE  
**Fax:** 877-7755      **Pages:** 8  
**Phone:**      **Date:** 10/27/08  
**Re:** Res. 2008-81      **cc:**

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

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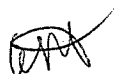
• **Comments:** COAH - Escrow w/ BANK

---

Willingboro Township Municipal Complex

# Memo

#81  
COAH

**To:** Barbara Lightfoot, CFO  
**From:** William Tantum, Assessor   
**CC:** Mike Jedziniak @ Surenian, Joanne Diggs, Township Manager  
**Date:** 8/8/2008  
**Re:** COAH Escrow Account

---

Barbara-

Per my phone conversation with Mike Jedziniak at Surenian today he said we need to get the escrow account set up now so we can collect the required fees.

The account should be set up as **Mount Laurel Affordable Housing Trust Fund**.

Mike is going to be contacting Frank Fresca of Commerce Bank to get the escrow agreement worked out.

MR. GONGORA - IN  
Wed 7/14/08 - Took  
Copy of Res &  
Agreement - 1/0/T  
Review Agreement  
July 1 before Signing

Mr. Greg Gongora  
Branch Manager Commerce Bank

Willingboro, New Jersey 08046

**Re: Execution of Escrow Agreement for  
Development Fees for Affordable  
Housing and Authorizing Related  
Action**

Dear Mr. Gongora:

Attached is a certified copy of Resolution No. 2008 – 81, regarding the above, which was adopted by Willingboro Township Council at their meeting of July 8, 2008.

Also attached is the original and two copies of the Escrow Agreement which has been signed by Mayor Jennings. It would be appreciated if you would sign and return all to this office.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

TOWNSHIP OF WILLINGBORO  
COUNTY OF BURLINGTON

RESOLUTION NO. 81

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ESCROW AGREEMENT FOR DEVELOPMENT FEES FOR  
AFFORDABLE HOUSING AND AUTHORIZING RELATED  
ACTIONS.**

WHEREAS, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") intends to seek Court approval of a spending plan for the expenditure of development fees pursuant to the rules of the Council On Affordable Housing ("COAH"); and

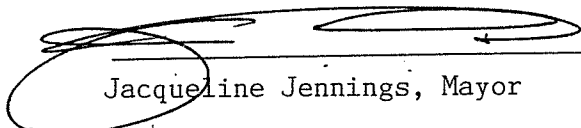
WHEREAS, COAH's regulations require the Township to enter into an Escrow Agreement with COAH to enable COAH to monitor the disbursement of collected development fees and to direct the expenditure of development fees if the Township fails to comply with the terms of the Township's Development Fee Ordinance, the COAH regulations, or the Township's Spending Plan; and

WHEREAS, the Township has resolved to execute the Escrow Agreement attached hereto as Exhibit A in order to comply with said COAH regulations.


**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL  
OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON,  
NEW JERSEY, AS FOLLOWS:**

Section 1. The Township hereby authorizes all necessary action to be taken by its Mayor, Administrator, Clerk, and attorneys in connection with the execution and delivery of the Escrow Agreement in the form attached hereto as Exhibit A or in any related form that may be necessary or advisable.

Section 2. This Resolution shall take effect immediately.

  
Jacqueline Jennings, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Ramey	✓			
Dep. Mayor Stephenson				✓
Mayor Jennings	✓			

July 8, 2008



**ESCROW AGREEMENT FOR DEVELOPER'S FEES  
COLLECTED BY THE TOWNSHIP OF WILLINGBORO**

This Escrow Agreement made this *8<sup>th</sup>* day of *July*, 2008, by and between the Council on Affordable Housing (COAH), the Township of Willingboro and TD Commerce Bank, (the Bank).

**WHEREAS**, a municipality may impose, collect and spend development fees, payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls in accordance with the regulations of COAH at N.J.A.C. 5:94-6.1 et seq., and with the approval of COAH or the Court; and

**WHEREAS**, on May 18, 2007, Hon. John A. Sweeney, A.J.S.C. signed an Order approving an Ordinance of the Township of Willingboro entitled "An Ordinance To Amend The Code Of Willingboro By Adopting Chapter XXVIII, To Provide For The Collection Of the Affordable Housing Development Fees Pursuant To The Rules Of The Council On Affordable Housing (COAH)" which was passed on April 24, 2007 and established standards for the collection, maintenance and expenditure of development fees consistent with COAH's rules and establishing the provision of low and moderate income housing as the sole use of fees collected pursuant to the Development Fee Ordinance; and

**WHEREAS**, to date, the Court has not approved a spending plan for the Township of Willingboro. Willingboro Township acknowledges that no expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls may occur prior to COAH's or the Court's approval of a spending plan; and

**WHEREAS**, the Development Fee Ordinance requires an interest-bearing housing trust fund to be established for the purpose of receiving collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by COAH or the Court and the conditions set out at N.J.A.C. 5:94-6.12; and

**WHEREAS**, the Court's approval of the Development Fee Ordinance further requires Willingboro Township, within seven days of opening the trust fund account authorized by the Ordinance, to enter into an Escrow Agreement with COAH pursuant to N.J.A.C. 5:94-6.11(a) to enable COAH to monitor disbursement of collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and to direct expenditure of such funds after proper notice if their imposition, collection and/or expenditure are not in conformance with the terms of the approved Development Fee Ordinance, the conditions set out at N.J.A.C. 5:94-6.16(a) and the spending plan approved by COAH or the Court; and



**WHEREAS**, the Development Fee Ordinance further provides that if COAH determines that the imposition, collection, and/or expenditure of development fees are not in conformance with the terms of the approved Development Fee Ordinance and approved spending plan, COAH may, after a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., revoke a Development Fee Ordinance approval.

**NOW THEREFORE**, COAH, Willingboro Township, and the Bank agree as follows:

1. Designation of Escrow Agent

COAH and Willingboro Township hereby designate TD Commerce Bank (the Bank) as their escrow agent, upon terms and conditions set forth herein, for the purpose of (a) receiving development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls collected by Willingboro, (b) holding such sums in the escrow account hereinafter described, and (c) disbursing the monies upon the direction of the Chief Financial Officer of Willingboro Township consistent with the spending plan to be approved by COAH or the Court.

2. Escrow Account

The Township of Willingboro shall deposit all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls with the escrow agent and said escrow agent shall establish a separate, interest bearing account to be known as the Affordable Housing Trust Fund (the Account) and shall deposit therein such initial funds, as well as all subsequent development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls received from Willingboro Township. At no time shall the escrow agent co-mingle the funds deposited in the Account with any other funds or accounts held or maintained by the escrow agent, nor shall the escrow agent at any time set off any amount on deposit in the Account against (a) any indebtedness owed to the escrow agent by Willingboro Township or any other party, (b) any other obligation owed to the escrow agent by Willingboro Township or any other party, or (c) any claim which the escrow agent may have against Willingboro Township or any other party.

3. Application of Amounts on Deposit

The funds in the Account shall only be used for eligible affordable housing activities of Willingboro Township as set forth in a spending plan approved by COAH or the Court. The Bank shall disburse funds in the Account upon the direction of the Treasurer of Willingboro Township, unless notified otherwise by COAH.

4. Cessation of Disbursements from Funds and Direction of Disbursements by COAH

COAH shall have the authority to halt disbursements by Willingboro Township from the Account upon written notice to the Bank and to direct all further disbursements. COAH shall have such authority if it determines, after notice to Willingboro Township, that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:94-6.16(a), the Spending Plan and the Development Fee Ordinance. Upon receipt of written notice to cease disbursements from the Account, the Bank shall immediately halt disbursements by Willingboro Township until further written notice from COAH. The Bank will allow disbursements by COAH on behalf of Willingboro Township. COAH shall provide the Willingboro Township Municipal Clerk and Chief Financial Officer with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C. 5:94-6.16(a) occur, COAH shall be authorized on behalf of Willingboro Township and consistent with its rules, to direct the manner in which all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be expended:

- a. Failure to meet deadlines for information required by COAH in its review of a Housing Element and Fair Share Plan, Development Fee Ordinance or plan for spending fees;
- b. Failure to address COAH's conditions for approval of a plan to spend development fees, payments in lieu of constructing affordable units on site and funds from re-sales of units with extinguished controls within the deadlines imposed by COAH;
- c. Failure to address COAH's conditions for substantive certification within deadlines imposed by COAH;
- d. Failure to submit accurate annual monitoring reports pursuant to N.J.A.C. 5:94-6.13(a) within the time limits imposed by COAH;
- e. Failure to implement the Spending Plan and expend the funds within the time schedules specified in the Spending Plan;
- f. Expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls on activities not permitted by COAH;
- g. Revocation of certification or judgment of compliance; or
- h. Other good cause demonstrating that the revenues are not being used for the approved purpose.

5. Standard of Care; Indemnification

The Bank shall use reasonable care and due diligence in the performance of all of its duties hereunder. Willingboro Township shall indemnify COAH and hold it harmless from and against all liabilities, losses or damages incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions, errors or willful misconduct by COAH.

6. Records and Accounts

The Bank shall keep accurate financial records and accounts of all transactions relating to the Account, including but not limited to all deposits to the Account, disbursements from the Account and interest earned on the Account which shall be made available for inspection by COAH and Willingboro Township, or their respective designees, at any reasonable time. Willingboro Township shall provide COAH with reports on an annual basis, which set forth the amount, date and description of all activity from the Account as well as other information COAH may require to monitor the Account.

7. Notices

All notices, certificates or other communications hereunder shall be delivered by hand or mailed by certified mail to the parties at the following addresses:

- a. If to COAH:                    Executive Director  
    New Jersey Council on Affordable Housing  
    101 South Broad Street  
    PO Box 813  
    Trenton, NJ 08625-0813
  
- b. If to Municipality:        Municipal Clerk or Chief Financial Officer  
    Township of Willingboro  
    Municipal Complex  
    One Salem Road  
    Willingboro, NJ 08046
  
- c. If to Court:                    The Honorable John A. Sweeney, A.J..S.C.  
    Gloucester County Court House  
    Second Floor  
    One North Broad Street  
    Woodbury, NJ 08096
  
- d. If to Bank:                    TD Commerce Bank  
    13 Levitt Parkway  
    Willingboro, NJ 08046  
    Contact Person: Greg Gongora, Branch Manager

Any of the parties may hereby designate different or additional addresses by notice in writing given to the other parties.

8. Further Assistance

The parties hereto shall authorize, execute, acknowledge and deliver such further Resolutions, assurances and other instruments as may be necessary or desirable for better

assuring, conveying, granting, assigning and confirming the rights and interests granted hereunder.

9. Agreement Subject to the Fair Housing Act

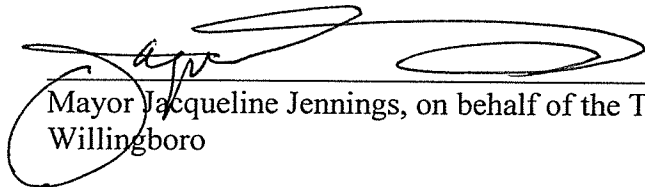
This Agreement is subject to the Fair Housing Act and the rules of COAH set forth at N.J.A.C. 5:94-6.1 et seq., and nothing contained herein shall be interpreted to limit or restrict in any way the discretion and authority vested in COAH by the Act or rules.

10. Amendments

This Agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

July 8, 2008  
Date

  
\_\_\_\_\_  
Mayor Jacqueline Jennings, on behalf of the Township of Willingboro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lucy Voorhoeve, Executive Director on behalf of the New Jersey Council on Affordable Housing (COAH)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Gongora, Branch Manager, on behalf of TD Commerce Bank



TOWNSHIP OF WILLINGBORO  
COUNTY OF BURLINGTON

RESOLUTION NO. 81

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ESCROW AGREEMENT FOR DEVELOPMENT FEES FOR  
AFFORDABLE HOUSING AND AUTHORIZING RELATED  
ACTIONS.**

WHEREAS, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") intends to seek Court approval of a spending plan for the expenditure of development fees pursuant to the rules of the Council On Affordable Housing ("COAH"); and

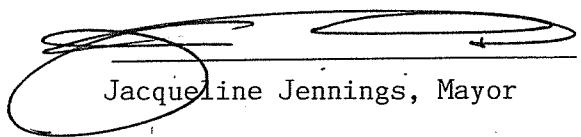
WHEREAS, COAH's regulations require the Township to enter into an Escrow Agreement with COAH to enable COAH to monitor the disbursement of collected development fees and to direct the expenditure of development fees if the Township fails to comply with the terms of the Township's Development Fee Ordinance, the COAH regulations, or the Township's Spending Plan; and

WHEREAS, the Township has resolved to execute the Escrow Agreement attached hereto as Exhibit A in order to comply with said COAH regulations.


**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL  
OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON,  
NEW JERSEY, AS FOLLOWS:**

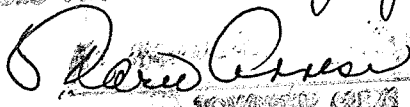
Section 1. The Township hereby authorizes all necessary action to be taken by its Mayor, Administrator, Clerk, and attorneys in connection with the execution and delivery of the Escrow Agreement in the form attached hereto as Exhibit A or in any related form that may be necessary or advisable.

Section 2. This Resolution shall take effect immediately.

  
Jacqueline Jennings, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

*COPIES OF RESOLUTION MAILED  
FOR COUNCIL ON  
JULY 8, 2008*  


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

**ESCROW AGREEMENT FOR DEVELOPER'S FEES  
COLLECTED BY THE TOWNSHIP OF WILLINGBORO**

This Escrow Agreement made this 8<sup>th</sup> day of July, 2008, by and between the Council on Affordable Housing (COAH), the Township of Willingboro and TD Commerce Bank, (the Bank).

**WHEREAS**, a municipality may impose, collect and spend development fees, payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls in accordance with the regulations of COAH at N.J.A.C. 5:94-6.1 et seq., and with the approval of COAH or the Court; and

**WHEREAS**, on May 18, 2007, Hon. John A. Sweeney, A.J.S.C. signed an Order approving an Ordinance of the Township of Willingboro entitled "An Ordinance To Amend The Code Of Willingboro By Adopting Chapter XXVIII, To Provide For The Collection Of the Affordable Housing Development Fees Pursuant To The Rules Of The Council On Affordable Housing (COAH)" which was passed on April 24, 2007 and established standards for the collection, maintenance and expenditure of development fees consistent with COAH's rules and establishing the provision of low and moderate income housing as the sole use of fees collected pursuant to the Development Fee Ordinance; and

**WHEREAS**, to date, the Court has not approved a spending plan for the Township of Willingboro. Willingboro Township acknowledges that no expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls may occur prior to COAH's or the Court's approval of a spending plan; and

**WHEREAS**, the Development Fee Ordinance requires an interest-bearing housing trust fund to be established for the purpose of receiving collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by COAH or the Court and the conditions set out at N.J.A.C. 5:94-6.12; and

**WHEREAS**, the Court's approval of the Development Fee Ordinance further requires Willingboro Township, within seven days of opening the trust fund account authorized by the Ordinance, to enter into an Escrow Agreement with COAH pursuant to N.J.A.C. 5:94-6.11(a) to enable COAH to monitor disbursement of collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and to direct expenditure of such funds after proper notice if their imposition, collection and/or expenditure are not in conformance with the terms of the approved Development Fee Ordinance, the conditions set out at N.J.A.C. 5:94-6.16(a) and the spending plan approved by COAH or the Court; and

**WHEREAS**, the Development Fee Ordinance further provides that if COAH determines that the imposition, collection, and/or expenditure of development fees are not in conformance with the terms of the approved Development Fee Ordinance and approved spending plan, COAH may, after a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., revoke a Development Fee Ordinance approval.

**NOW THEREFORE**, COAH, Willingboro Township, and the Bank agree as follows:

1. Designation of Escrow Agent

COAH and Willingboro Township hereby designate TD Commerce Bank (the Bank) as their escrow agent, upon terms and conditions set forth herein, for the purpose of (a) receiving development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls collected by Willingboro, (b) holding such sums in the escrow account hereinafter described, and (c) disbursing the monies upon the direction of the Chief Financial Officer of Willingboro Township consistent with the spending plan to be approved by COAH or the Court.

2. Escrow Account

The Township of Willingboro shall deposit all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls with the escrow agent and said escrow agent shall establish a separate, interest bearing account to be known as the Affordable Housing Trust Fund (the Account) and shall deposit therein such initial funds, as well as all subsequent development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls received from Willingboro Township. At no time shall the escrow agent co-mingle the funds deposited in the Account with any other funds or accounts held or maintained by the escrow agent, nor shall the escrow agent at any time set off any amount on deposit in the Account against (a) any indebtedness owed to the escrow agent by Willingboro Township or any other party, (b) any other obligation owed to the escrow agent by Willingboro Township or any other party, or (c) any claim which the escrow agent may have against Willingboro Township or any other party.

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COAH shall have the authority to halt disbursements by Willingboro Township from the Account upon written notice to the Bank and to direct all further disbursements. COAH shall have such authority if it determines, after notice to Willingboro Township, that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:94-6.16(a), the Spending Plan and the Development Fee Ordinance. Upon receipt of written notice to cease disbursements from the Account, the Bank shall immediately halt disbursements by Willingboro Township until further written notice from COAH. The Bank will allow disbursements by COAH on behalf of Willingboro Township. COAH shall provide the Willingboro Township Municipal Clerk and Chief Financial Officer with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C. 5:94-6.16(a) occur, COAH shall be authorized on behalf of Willingboro Township and consistent with its rules, to direct the manner in which all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be expended:

- a. Failure to meet deadlines for information required by COAH in its review of a Housing Element and Fair Share Plan, Development Fee Ordinance or plan for spending fees;
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- c. Failure to address COAH's conditions for substantive certification within deadlines imposed by COAH;
- d. Failure to submit accurate annual monitoring reports pursuant to N.J.A.C. 5:94-6.13(a) within the time limits imposed by COAH;
- e. Failure to implement the Spending Plan and expend the funds within the time schedules specified in the Spending Plan;
- f. Expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls on activities not permitted by COAH;
- g. Revocation of certification or judgment of compliance; or
- h. Other good cause demonstrating that the revenues are not being used for the approved purpose.

5. Standard of Care; Indemnification

The Bank shall use reasonable care and due diligence in the performance of all of its duties hereunder. Willingboro Township shall indemnify COAH and hold it harmless from and against all liabilities, losses or damages incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions, errors or willful misconduct by COAH.



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- c. If to Court:                    The Honorable John A. Sweeney, A.J..S.C.  
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The parties hereto shall authorize, execute, acknowledge and deliver such further Resolutions, assurances and other instruments as may be necessary or desirable for better

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9. Agreement Subject to the Fair Housing Act


This Agreement is subject to the Fair Housing Act and the rules of COAH set forth at N.J.A.C. 5:94-6.1 et seq., and nothing contained herein shall be interpreted to limit or restrict in any way the discretion and authority vested in COAH by the Act or rules.

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This Agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

July 8, 2008  
Date

  
\_\_\_\_\_  
Mayor Jacqueline Jennings, on behalf of the Township of Willingboro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lucy Voorhoeve, Executive Director on behalf of the New Jersey Council on Affordable Housing (COAH)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Gongora, Branch Manager, on behalf of TD Commerce Bank

**ESCROW AGREEMENT FOR DEVELOPER'S FEES  
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- d. If to Bank:                    TD Commerce Bank  
   13 Levitt Parkway  
   Willingboro, NJ 08046  
   Contact Person: Greg Gongora, Branch Manager

Any of the parties may hereby designate different or additional addresses by notice in writing given to the other parties.

8. Further Assistance

The parties hereto shall authorize, execute, acknowledge and deliver such further Resolutions, assurances and other instruments as may be necessary or desirable for better

assuring, conveying, granting, assigning and confirming the rights and interests granted hereunder.

9. Agreement Subject to the Fair Housing Act

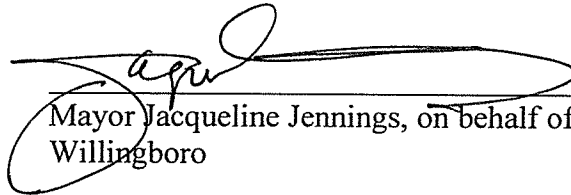
This Agreement is subject to the Fair Housing Act and the rules of COAH set forth at N.J.A.C. 5:94-6.1 et seq., and nothing contained herein shall be interpreted to limit or restrict in any way the discretion and authority vested in COAH by the Act or rules.

10. Amendments

This Agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

July 8, 2008  
Date

  
\_\_\_\_\_  
Mayor Jacqueline Jennings, on behalf of the Township of  
Willingboro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lucy Voorhoeve, Executive Director on behalf of the New  
Jersey Council on Affordable Housing (COAH)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Gongora, Branch Manager, on behalf of TD  
Commerce Bank

**ESCROW AGREEMENT FOR DEVELOPER'S FEES  
COLLECTED BY THE TOWNSHIP OF WILLINGBORO**

This Escrow Agreement made this 8<sup>th</sup> day of July, 2008, by and between the Council on Affordable Housing (COAH), the Township of Willingboro and TD Commerce Bank, (the Bank).

**WHEREAS**, a municipality may impose, collect and spend development fees, payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls in accordance with the regulations of COAH at N.J.A.C. 5:94-6.1 et seq., and with the approval of COAH or the Court; and

**WHEREAS**, on May 18, 2007, Hon. John A. Sweeney, A.J.S.C. signed an Order approving an Ordinance of the Township of Willingboro entitled "An Ordinance To Amend The Code Of Willingboro By Adopting Chapter XXVIII, To Provide For The Collection Of the Affordable Housing Development Fees Pursuant To The Rules Of The Council On Affordable Housing (COAH)" which was passed on April 24, 2007 and established standards for the collection, maintenance and expenditure of development fees consistent with COAH's rules and establishing the provision of low and moderate income housing as the sole use of fees collected pursuant to the Development Fee Ordinance; and

**WHEREAS**, to date, the Court has not approved a spending plan for the Township of Willingboro. Willingboro Township acknowledges that no expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls may occur prior to COAH's or the Court's approval of a spending plan; and

**WHEREAS**, the Development Fee Ordinance requires an interest-bearing housing trust fund to be established for the purpose of receiving collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by COAH or the Court and the conditions set out at N.J.A.C. 5:94-6.12; and

**WHEREAS**, the Court's approval of the Development Fee Ordinance further requires Willingboro Township, within seven days of opening the trust fund account authorized by the Ordinance, to enter into an Escrow Agreement with COAH pursuant to N.J.A.C. 5:94-6.11(a) to enable COAH to monitor disbursement of collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and to direct expenditure of such funds after proper notice if their imposition, collection and/or expenditure are not in conformance with the terms of the approved Development Fee Ordinance, the conditions set out at N.J.A.C. 5:94-6.16(a) and the spending plan approved by COAH or the Court; and



**WHEREAS**, the Development Fee Ordinance further provides that if COAH determines that the imposition, collection, and/or expenditure of development fees are not in conformance with the terms of the approved Development Fee Ordinance and approved spending plan, COAH may, after a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., revoke a Development Fee Ordinance approval.

**NOW THEREFORE**, COAH, Willingboro Township, and the Bank agree as follows:

1. Designation of Escrow Agent

COAH and Willingboro Township hereby designate TD Commerce Bank (the Bank) as their escrow agent, upon terms and conditions set forth herein, for the purpose of (a) receiving development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls collected by Willingboro, (b) holding such sums in the escrow account hereinafter described, and (c) disbursing the monies upon the direction of the Chief Financial Officer of Willingboro Township consistent with the spending plan to be approved by COAH or the Court.

2. Escrow Account

The Township of Willingboro shall deposit all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls with the escrow agent and said escrow agent shall establish a separate, interest bearing account to be known as the Affordable Housing Trust Fund (the Account) and shall deposit therein such initial funds, as well as all subsequent development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls received from Willingboro Township. At no time shall the escrow agent co-mingle the funds deposited in the Account with any other funds or accounts held or maintained by the escrow agent, nor shall the escrow agent at any time set off any amount on deposit in the Account against (a) any indebtedness owed to the escrow agent by Willingboro Township or any other party, (b) any other obligation owed to the escrow agent by Willingboro Township or any other party, or (c) any claim which the escrow agent may have against Willingboro Township or any other party.

3. Application of Amounts on Deposit

The funds in the Account shall only be used for eligible affordable housing activities of Willingboro Township as set forth in a spending plan approved by COAH or the Court. The Bank shall disburse funds in the Account upon the direction of the Treasurer of Willingboro Township, unless notified otherwise by COAH.

4. Cessation of Disbursements from Funds and Direction of Disbursements by COAH

COAH shall have the authority to halt disbursements by Willingboro Township from the Account upon written notice to the Bank and to direct all further disbursements. COAH shall have such authority if it determines, after notice to Willingboro Township, that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:94-6.16(a), the Spending Plan and the Development Fee Ordinance. Upon receipt of written notice to cease disbursements from the Account, the Bank shall immediately halt disbursements by Willingboro Township until further written notice from COAH. The Bank will allow disbursements by COAH on behalf of Willingboro Township. COAH shall provide the Willingboro Township Municipal Clerk and Chief Financial Officer with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C. 5:94-6.16(a) occur, COAH shall be authorized on behalf of Willingboro Township and consistent with its rules, to direct the manner in which all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be expended:

- a. Failure to meet deadlines for information required by COAH in its review of a Housing Element and Fair Share Plan, Development Fee Ordinance or plan for spending fees;
- b. Failure to address COAH's conditions for approval of a plan to spend development fees, payments in lieu of constructing affordable units on site and funds from re-sales of units with extinguished controls within the deadlines imposed by COAH;
- c. Failure to address COAH's conditions for substantive certification within deadlines imposed by COAH;
- d. Failure to submit accurate annual monitoring reports pursuant to N.J.A.C. 5:94-6.13(a) within the time limits imposed by COAH;
- e. Failure to implement the Spending Plan and expend the funds within the time schedules specified in the Spending Plan;
- f. Expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls on activities not permitted by COAH;
- g. Revocation of certification or judgment of compliance; or
- h. Other good cause demonstrating that the revenues are not being used for the approved purpose.

5. Standard of Care; Indemnification

The Bank shall use reasonable care and due diligence in the performance of all of its duties hereunder. Willingboro Township shall indemnify COAH and hold it harmless from and against all liabilities, losses or damages incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions, errors or willful misconduct by COAH.

6. Records and Accounts

The Bank shall keep accurate financial records and accounts of all transactions relating to the Account, including but not limited to all deposits to the Account, disbursements from the Account and interest earned on the Account which shall be made available for inspection by COAH and Willingboro Township, or their respective designees, at any reasonable time. Willingboro Township shall provide COAH with reports on an annual basis, which set forth the amount, date and description of all activity from the Account as well as other information COAH may require to monitor the Account.

7. Notices

All notices, certificates or other communications hereunder shall be delivered by hand or mailed by certified mail to the parties at the following addresses:

- a. If to COAH:                    Executive Director  
   New Jersey Council on Affordable Housing  
   101 South Broad Street  
   PO Box 813  
   Trenton, NJ 08625-0813
  
- b. If to Municipality:        Municipal Clerk or Chief Financial Officer  
   Township of Willingboro  
   Municipal Complex  
   One Salem Road  
   Willingboro, NJ 08046
  
- c. If to Court:                    The Honorable John A. Sweeney, A.J..S.C.  
   Gloucester County Court House  
   Second Floor  
   One North Broad Street  
   Woodbury, NJ 08096
  
- d. If to Bank:                    TD Commerce Bank  
   13 Levitt Parkway  
   Willingboro, NJ 08046  
   Contact Person: Greg Gongora, Branch Manager

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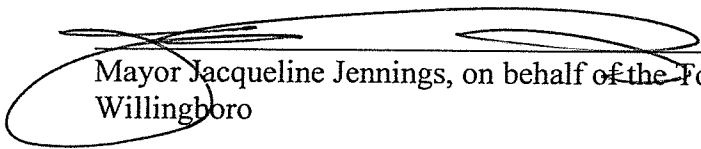
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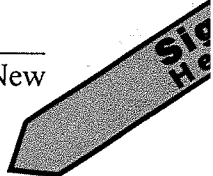
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# JEFFREY R. SURENIAN AND ASSOCIATES, LLC

A Limited Liability Company  
Counselors at Law

Jeffrey R. Surenian, Esq. - Member  
Email - JRS@Surenian.com

Brielle Galleria  
707 Union Avenue, Suite 301  
Brielle Borough, New Jersey 08730  
(732) 612-3100  
Fax (732) 612-3101  
www.Surenian.com

Michael A. Jedziniak, Esq.  
Email - MAJ@Surenian.com

Erik C. Nolan, Esq.  
Email - EN@Surenian.com

Nancy L. Holm, Esq.  
Email - NLH@Surenian.com

May 20, 2008

**Marie Annese**  
**Township Clerk**  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

**Re: Township of Willingboro's Resolution Authorizing The Execution of An Escrow Agreement For Development Fees for Affordable Housing And Authorizing Related Actions, and Escrow Agreement**

Dear Ms. Annese:

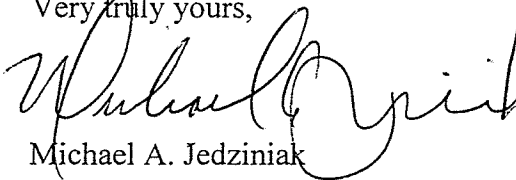
With regard to the above-referenced subject, I would ask that you kindly put this Resolution and Escrow Agreement on the Township Council's Agenda for the next meeting. Upon its adoption, would you kindly fax an executed copy to our office, and send a certified copy to us as well via Regular Mail.

I have also enclosed the Escrow Agreement in triplicate. I would ask that you have each copy signed by the Mayor and the Township's Banking Institution and return to our office as soon as possible so that we may forward same to COAH with supporting documents for COAH to approve, sign and return to our office for forwarding to the Township and the Bank.

Should you have any questions, please do not hesitate to call me.

Thank you for your cooperation in this matter.

Very truly yours,



Michael A. Jedziniak

Enclosure  
MAJ/rc

*Send out w/ Deer Res  
Ag for signature  
copy letter w/  
copy orig*

# JEFFREY R. SURENIAN AND ASSOCIATES, LLC

A Limited Liability Company  
Counselors at Law

Jeffrey R. Surenian, Esq. - Member  
Email - JRS@Surenian.com

Brielle Galleria  
707 Union Avenue, Suite 301  
Brielle Borough, New Jersey 08730  
(732) 612-3100  
Fax (732) 612-3101  
www.Surenian.com

Michael A. Jedziniak, Esq.  
Email - MAJ@Surenian.com

Erik C. Nolan, Esq.  
Email - EN@Surenian.com

Nancy L. Holm, Esq.  
Email - NLH@Surenian.com

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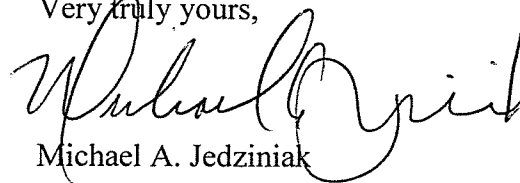
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Michael A. Jedziniak

Enclosure  
MAJ/rc



WILLINGBORO TOWNSHIP

ONE SALEM ROAD. WILLINGBORO. N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Michael ARMSTRONG Esq

COMPANY: \_\_\_\_\_

DATE: 5/23/08

TO FAX NO. #1

FROM: MARIE ANNESE EXT. 6002 PAGES 8

SUBJECT: Resolution & Escrow Agreement

(SURETIAN)

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.