

2008 – Resolutions

90 - 119

Passed

RESOLUTION NO. 2008 – 90

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 2008 BASE SALARIES FOR CERTAIN POSITIONS

Whereas, the Township Council of the Township of Willingboro, did adopt Ordinance No. 6 – 1998 that amended Ordinance No. 3 – 1997, which established classifications, ranges and pay grades; and

Whereas, Ordinance No. 2 – 1999 established salary ranges for executive employees; and

Whereas, Ordinance No. 3 – 1999 established salary ranges for executive employees; and

Whereas, Ordinance No. 3 – 1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution.

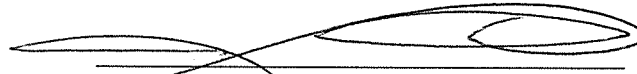
Now, Therefore Be It Resolved, by the Township Council of the Township of Willingboro assembled in open session this 28th day of October, 2008, that the following 2008 base salaries for Executive and Other Positions effective January 1, 2008 (except where indicated) are hereby established.

Acting Director of Finance	\$ 88,037
Director of Recreation	\$ 92,500 .
Fire Chief	\$ 99,098 .
Director of Public Works	\$ 99,098 .
Director of Inspections	\$ 99,098 .
Director Office on Aging	\$ 99,098 .
Township Clerk	\$ 78,383 .
Special Aide to Council	\$ 76,919 .
Township Assessor	\$ 92,500 (6/01/08 – 12/31/08)
Deputy Assessor	\$ 39,191 (1/01/08 – 06/30/08)
MIS Coordinator	\$ 85,000
Township Solicitor	\$ 84,870.
Municipal Court Judge	\$ 41,739.
Prosecutor	\$ 34,927.
Assistant Prosecutor	\$ 3,527
Public Defender	\$ 15,372.

Resolution No. 2008 – 90 continued


Be It Further Resolved that the rate for legal fees shall be set at \$165.00 per hour – effective November 1, 2008.

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



Jacqueline Jennings, Mayor

Attest:



Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
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"/>			

**TOWNSHIP OF WILLINGBORO
ALLOWING FOR THIRD QUARTER ESTIMATED TAX BILLS**

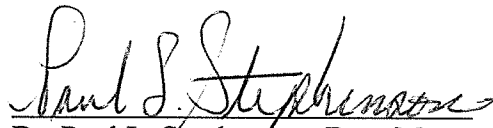
RESOLUTION NO. 2008 – 91

WHEREAS, due to the late adoption of the Willingboro Township 2008 Municipal Budget and 2008 School Board Budget the Burlington County Board of Taxation is unable to certify the tax rate for the year 2008; and

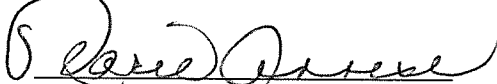
WHEREAS, without the 2008 certified tax rate, the Tax Collector of Willingboro Township will be unable to issue 2008 tax bills on a timely basis; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 4th day of June, 2008, as follows:

1. The Tax Collector of Willingboro Township be hereby authorized and directed to prepare and issue estimated tax bills for Willingboro Township for the third installment of 2008 taxes.
2. The entire estimated tax levy for 2008 is hereby set \$59,061,040.39 (which does not exceed the 105% allowed of the previous year's tax levy).
The estimated tax rate for 2008 is set at \$5.319.


Dr. Paul L. Stephenson, Dep. Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
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 TOWNSHIP
BURLINGTON COUNTY

	2007		2008	
	Tax Levy & Tax Rate		Tax Levy & Tax Rate	
Municipal	21,420,000.00	1.925	23,046,911.00	2.061 *
County	6,918,648.07	0.623	6,918,648.07	0.654 **
County Open Space	795,829.32	0.073	795,829.32	0.076 **
School	<u>28,475,057.00</u>	<u>2.559</u>	<u>28,299,652.00</u>	<u>2.528</u>
	57,609,534.39	5.180	59,061,040.39	5.319

I hereby certify that the 2008 estimated Tax Levy will increase the 2007 Tax Levy by 2.52%


 Barbara Lightfoot
 Acting Finance Director

*proposed
**est 5%

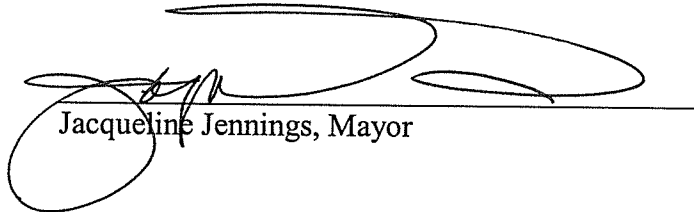
RESOLUTION NO. 2008 – 92

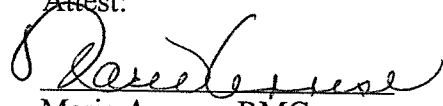
**APPROVING THE ADOPTION OF THE
2008 BUDGET AS AMENDED**

WHEREAS, the Willingboro Township 2008 Budget has been amended as per Resolution No. 2008 – 67 and Resolution No. 2008 – 88; and

WHEREAS, Public Hearing were held on said amendments on April 22, 2008 and June 24, 2008.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of June, 2008, that the 2008 Willingboro Township Budget is adopted as amended.


Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2008- 93

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 24th day of June, 2008, that the Township Council makes the following findings.

a. The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete; and

b. The Officers and Directors of the applicant business are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated there under, as well as pertinent local ordinances or conditions consistent with Title 33; and

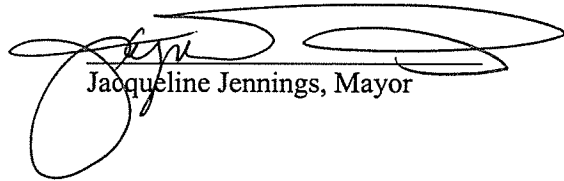
c. The business shall maintain all records required; and

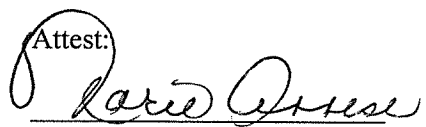
d. No officer or member of the governing board of the applicant business have been convicted of a disqualifying offense pursuant to Title 33; and

e. It is appropriate and in the public interest to approve the renewal of a Plenary Retail Consumption License for Ruby Tuesday Inc., #0338-33-005-001, for the period July 1, 2008 through June 30, 2009; and

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

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


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	✓			

RESOLUTION NO. 2008 - 94

**A RESOLUTION AWARDING A BID FOR
FOUR BIRCH WHITE HARLEY DAVIDSON MOTORCYCLES FLHTPI
CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for **FOUR BIRCH WHITE HARLEY DAVIDSON MOTORCYCLES FLHTPI CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES or Equal; 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 **Barb's Harley Davidson, 926 Black Horse Pike, West Collingswood Heights, New Jersey 08059 in the amount of \$54,694.; and**

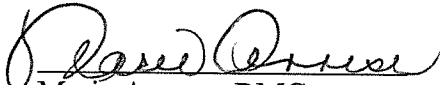
WHEREAS, funds are available for the purpose as indicated by the attached .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of June, 2008, that the bid be accepted as per the attached bid return sheet and recommendations; and

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


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	✓			

Certification of Availability of Funds

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

Resolution Date: 06/24/08
Resolution Number: 2008-94

Vendor: BARBS BARB'S HARLEY DAVIDSON
 926 BLACK HORSE PIKE
 WEST COLLINGSWOOD HT, NJ 08059

Contract: C8-00005 BARBS HARLEY DAVIDSON BIKES

Account Number	Amount	Department Description
C-04-55-907-000-003	54,694.00	GENERAL CAPITAL 2007
Total	54,694.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Hoffert

ACTING Chief Financial Officer

**Willingboro Police Department
Four (4) Birch White Harley Davidson Motorcycles
FLHTPI Certified Traffic Law Enforcement Motorcycles or Equal**

Bid Opening June 17, 2008 at 10:30 am by Crise Meisel

Present: Crise Meisel, Captain D. Dimitri, David Retzko, Mary Duffy

Bidders:

Brian's Harley-Davidson/Buell 600 S. Flowers Mill Road Langhorne, PA 19047

Trenton World-Class Harley-Davidson 960 US Route 130 & 195, Hamilton, NJ 08691

Barb's Harley-Davidson 926 Black Horse Pike West Colls Hts, NJ 08059

Bid Requirements:	Brian's	Trenton	Barb's
Mandatory Equal Employment Opportunity/Affirmative Action	✓	not completed/ signed	✓
Non-Collusion Certification	✓	✓	✓
Conflict of Interest / Disclosure Statement	✓	✓	✓
Bid Certification	✓	✓	✓
Certificate of Employment Information Report or State Form AA302	AA302	not signed	AA302
Certificate Consent of Surety (Bond)	✓	no check/bond	✓
NJ Business Registration Certificate	None	None	✓
Tax ID Number/NJ Tax Certificate	✓ (on checklist)	✓ (on checklist)	✓
Any other documents required	✓	✓	✓
Completed Specifications Sheets	✓	✓	✓

Bid Price Per Motorcycle	\$15,551.13	\$16,833.75	\$13,673.50
Bid Price for four (4)	\$62,204.52	\$67,335.00	\$54,694.00
Exceptions: As noted on the submitted specifications sheets	Page 1, #2, not answered	Page 2, #2 cannot	Page 1, #5, NO Page 2, #2 NO front YES rear

Willingboro Township Police Department
Willingboro, New Jersey 08046

TO: Director Greg Rucker

FROM: Captain Donna Dimitri

RE: Harley Davidson Motorcycles

DATE: June 18, 2008

Three packets were received in response to the bid advertisement for four Harley-Davidson motorcycles for the Police Department.

After reviewing the bids submitted by Brian's Harley-Davidson, Trenton World-Class Harley-Davidson and Barb's Harley-Davidson, the recommendation is made to award the bid to **Barb's Harley-Davidson**. Attached is the breakdown of the specific bid packets.

The bid from Barb's Harley-Davidson for four (4) Harley Davidson motorcycles is **\$54,694.00**. Money is available in the Police Department's 2007 Capital Funds. This money was originally designated to purchase Segway scooters and less lethal weapons. We are not going to purchase those items.

C: *Marie Annese*

Missed

**RESOLUTION NO. 2008 - 95
LUTION AUTHORIZING FUNDING OF THE MACCS
ONTRACT WITH AVR RESOURCE GROUP, INC.**

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

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

WHEREAS, AVR Resource Group, Inc. is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to enter into a new contract with AVR Resource Group, Inc. with an initial term commencing April 1, 2008; and

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

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed four thousand, three hundred and fifty six dollars (\$4,356.00); and

WHEREAS there are sufficient funds to provide for this purpose in the 2008 budget in an amount not to exceed \$4,356.00 as indicated in the attached Certification of Funds.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 24th day of June, 2008, as follows:

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2008 portion of the AVR contract.

Attest:

Marie Annese
Marie Annese, RMC
Township Clerk

Jacqueline Jennings
Jacqueline Jennings, Mayor

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

Res -
SHARE GRANT
Lead Myn -
Solid Waste 08
R. Williams x [Signature]

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2008 - 97

LEAD MUNICIPALITY FOR A REGIONAL COORDINATION GRANT

WHEREAS, the Governing Body of the Township of Willingboro and Beverly City, Beverly City Board of Education, Burlington City, Delanco Township, Delran Township, Eastampton Township, Eastampton Township Board of Education, Edgewater Park Township, Hainesport Township, Maple Shade Township, Maple Shade Township Board of Education, Mount Holly Township, Mount Holly Township Board of Education, Riverside Township, Springfield Township, Tabernacle Township, Westampton Township and Wrightstown Boro, have agreed to apply for a SHARE (Sharing Available Resources Efficiency) Grant through the State of New Jersey Local SHARE Program in the amount of \$68,828; and

WHEREAS, the Township of Willingboro has agreed to be the lead agency in this endeavor; and

WHEREAS, the Governing Body of the Township of Willingboro is acknowledging and accepting the responsibility of acting as applicant for this grant on behalf of Beverly City, Beverly City Board of Education, Burlington City, Delanco Township, Delran Township, Eastampton Township, Eastampton Township Board of Education, Edgewater Park Township, Hainesport Township, Maple Shade Township, Maple Shade Township Board of Education, Mount Holly Township, Mount Holly Township Board of Education, Riverside Township, Springfield Township, Tabernacle Township, Westampton Township and Wrightstown Boro; and

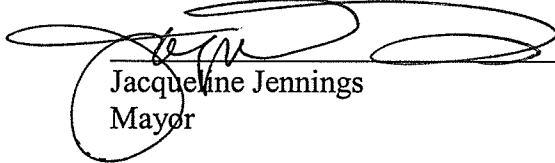
WHEREAS, the State of New Jersey has made SHARE grants available to assist local units to study, develop and implement new shared and regional services; and

WHEREAS, the purpose of this grant is to promote shared services between our local units through the sharing of solid waste collection services that would be beneficial to all local units. This would include things such as technological advances, different methods of solid waste removal and data retrieval.


NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Willingboro that the Township of Willingboro does hereby join with Beverly City, Burlington City, Delanco Township, Delran Township, Eastampton Township, Edgewater Park Township, Hainesport Township, Maple Shade Township, Mount Holly Township, Riverside Township, Springfield Township, Tabernacle Township, Westampton Township and Wrightstown Boro in applying for a grant for the purpose of a feasibility study; and

Res. 2008 - 97... cont'd.

BE IT FURTHER RESOLVED that the Township of Willingboro agrees to provide its pro rata share of the required local matching funds by way of a cash contribution equal to the amount of \$4,150.27 to be provided by the Burlington County Bridge Commission Shared Service Program.


Jacqueline Jennings
Mayor

Attest:


Marie Annese, RMC
Township Clerk

CERTIFICATION

I, Marie Annese, Township Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing is a true copy of the original resolution duly passed and adopted by a majority of the full membership of the Township Council of the Township of Willingboro at its meeting of June 24, 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

July 8, 2008

Mr. Robb Willis
AVR Resource Group, Inc.
3223 Route 38 West – Suite 201
Mount Laurel, New Jersey 08054

Dear Mr. Willis:

Attached is a copy of Resolution No. 2008 – 97, Lead Municipality for a Regional Coordination Grant, which was adopted by Willingboro Township Council at their meeting of June 24, 2008.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

 * P. 01 *
 * TRANSACTION REPORT *
 * JUL-08-2008 TUE 09:55 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * JUL-08 09:53 AM 18567221150 1'45" 3 SEND OK 406 *
 * TOTAL : 1M 45S PAGES: 3 *

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

TELEFAX COVER SHEET

TO: Robb Willis
 COMPANY: AVR Resource Group
 DATE: 7/8/08
 TO FAX NO. 1-856-722-1150

FROM: MARIO ANNESI - EXT. 1028 PAGES 3
 SUBJECT: Res. 2008-97 Lead Municipality

WILLINGBORO TOWNSHIP

ONE SALEM ROAD. WILLINGBORO. N.J. 08046

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

TELEFAX COVER SHEET

TO: Robb Willis
COMPANY: AVR Resource Group
DATE: 7/8/08
TO FAX NO. 1-856-722-1150

FROM: MARIO ANNESE EXT. 1028 PAGES 3

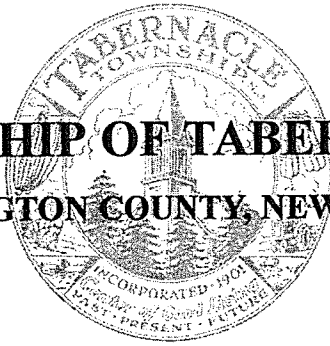
SUBJECT: Res. 2008-97 Lead Municipality
with Requested Language
LAST PARAGRAPH.
HARD COPY TO FOLLOW

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.



TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY



163 Carranza Road
Tabernacle, NJ 08088

June 26, 2008

(609) 268-1220

FAX (609)268-7430

E-mail: www.townshipoftabernacle-nj.gov

RECEIVED

JUN 27 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Robb Willis

AVR Resource Group, Inc.
Municipal & Corporate Solid Waste Consultant
3223 Route 38 West – Suite 201
Mount Laurel, NJ 08054

Dear Mr. Willis:

Enclosed herewith is a certified copy of Tabernacle Township Resolution 2008-68 that was adopted by the Township Committee on June 24, 2008. This Resolution Tabernacle Township to enter into a Shared Service Regional Coordination Grant.

Should you desire further information, please do not hesitate to contact Township Administrator, Douglas A. Cramer at 609/268-1220, Monday through Friday, 8am to 4pm.

Sincerely yours,

La Shawn R. Barber, RMC, CMR
Township Clerk

LRB/

Enclosure:

CC: Township Committee
Township Administrator
Municipalities (listed herein)

TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2008-68

**RESOLUTION AUTHORIZING TABERNACLE TOWNSHIP TO ENTER INTO A SHARED
SERVICE REGIONAL COORDINATION GRANT.**

WHEREAS, the Governing Body of the TOWNSHIP OF WILLINGBORO and BEVERLY CITY, BEVERLY CITY BOARD OF EDUCATION, BURLINGTON CITY, DELANCO TOWNSHIP, DELRAN TOWNSHIP, EASTAMPTON TOWNSHIP, EASTAMPTON TOWNSHIP BOARD OF EDUCATION, EDGEWATER PARK TOWNSHIP, HAINESPORT TOWNSHIP, MAPLE SHADE TOWNSHIP, MAPLESHADE TOWNSHIP BOARD OF EDUCATION, MOUNT HOLLY TOWNSHIP, MOUNT HOLLY BOARD OF EDUCATION, RIVERSIDE TOWNSHIP, SPRINGFIELD TOWNSHIP, **TABERNACLE TOWNSHIP**, WESTAMPTON TOWNSHIP, AND WRIGHTSTOWN BORO, have agreed to apply for a *SHARE* (Sharing Available Resources Efficiently) Grant through the State of New Jersey Local *SHARE* Program in the amount of \$68,828.64; and,

WHEREAS, the TOWNSHIP OF WILLINGBORO has agreed to be the lead agency in this endeavor; and

WHEREAS, the State of New Jersey has made *SHARE* grants available to assist local units study, develop and implement new shared and regional services; and

WHEREAS, the purpose of this grant is to promote shared services between our local units through the sharing of solid waste collection services that would be beneficial to all local units. This would include things such as technological advances, different methods of solid waste removal, and data retrieval.

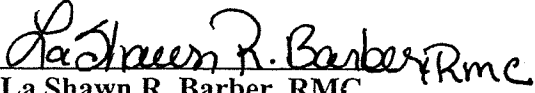
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the **TOWNSHIP OF TABERNACLE**, that does hereby join with BEVERLY CITY, BEVERLY CITY BOARD OF EDUCATION, BURLINGTON CITY, DELANCO TOWNSHIP, DELRAN TOWNSHIP, EASTAMPTON TOWNSHIP, EASTAMPTON TOWNSHIP BOARD OF EDUCATION, EDGEWATER PARK TOWNSHIP, HAINESPORT TOWNSHIP, MAPLE SHADE TOWNSHIP, MAPLESHADE TOWNSHIP BOARD OF EDUCATION, MOUNT HOLLY TOWNSHIP, MOUNT HOLLY BOARD OF EDUCATION, RIVERSIDE TOWNSHIP, SPRINGFIELD TOWNSHIP, WESTAMPTON TOWNSHIP, WILLINGBORO TOWNSHIP AND WRIGHTSTOWN BORO in applying for a grant for the purpose of a feasibility study; and

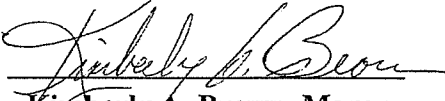
BE IT FURTHER RESOLVED that the **TOWNSHIP OF TABERNACLE**, agrees to provide its pro rata share of the required local matching funds by way of a cash contribution of \$ 811.13 to be provided by the Burlington County Bridge Commission Shared Services Program.

CERTIFICATION

I, **LA SHAWN R. BARBER, RMC**, TOWNSHIP CLERK of the **TOWNSHIP OF TABERNACLE** in the County of BURLINGTON and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the TOWNSHIP OF TABERNACLE at its meeting of 6/24/2008.

JUNE 24, 2008


La Shawn R. Barber, RMC
Township Clerk


Kimberly A. Brown, Mayor

RESOLUTION NO. 2008 – 98

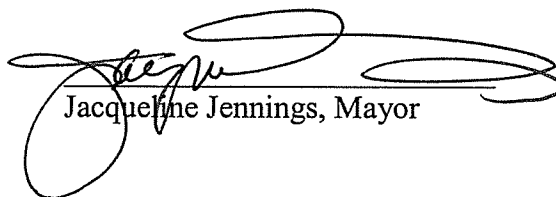
**AUTHORIZING RELEASE OF MAINTENANCE BOND
WILLINGBORO DIALYSIS, 230 VAN SCIVER PARKWAY**

WHEREAS, there has been a request from Keystone Gardens Division, Region 4 for the release of the Maintenance Bond posted; and

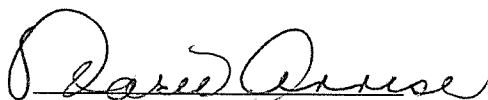
WHEREAS, an inspection has been conducted on the referenced project and it is the recommendation of the Township Engineer, in accordance with his letter dated June 13, 2008, that the Maintenance Bond originally established in the amount of \$30,219.00 be released contingent upon payment of all outstanding bills.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of June, 2008, that the Maintenance Bond be released.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director, the Auditor, the applicant and the Planning Board for their information and attention.


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	✓			

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2008

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

**Re: Township of Willingboro
Willingboro Dialysis-
230 Vansciver Parkway
Block 247, Lot 9
Maintenance Bond Release
R&V #03381005**



Dear Ms. Diggs:

At the request of Keystone Gardens, Division 4, Remington & Vernick Engineers Inspection Department has conducted an inspection of the above-referenced project. Based upon our investigation, we recommend a release of the Maintenance Bond originally established in the amount of \$30,219.00 with the Township of Willingboro.

The release of the Maintenance Bond is contingent upon the Payment Agreement of all outstanding Remington & Vernick Engineer Vouchers.

If you should have any further questions or require any additional information, please contact our office at (609) 298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

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

GJS/clg

c: Mayor & Committee
Maria Annese, Township Clerk
Gregory J. Sullivan, P.E., P.P., C.M.E.
Syreeta Paul
Ray Longmore
Hasson Shipman

T:\Willingboro\1005perf\ndrel.doc

Earning Our Reputation Every Day Since 1901

www.rve.com

Davita

KeyStone Gardens Division, Region 4
930 Town Center Drive, Suite 4-100
Langhorne, PA 19047
Tel: 215-750-7041 | Fax: 215-750-7001
www.davita.com

RECEIVED

MAY 19 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

May 16, 2008

Township Clerk
Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

Re: *Willingboro Dialysis- 230 Van Sclater Parkway- Willingboro*

Dear Sir/Madam:

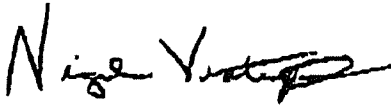
Our facility located at the above address and also identified as Block 247, Lot 9 posted a performance bond of \$30,219 which was to be held by the township for a period of two years starting in February, 2006.

That time period has since passed and we are inquiring as to the process to obtain release and return of that performance bond back to our company. I have attached documentation of the information which we received at that time.

Please feel free to contact by phone (610-945-597) or email Nigel.Veater@davita.com with any questions and instructions as to how we should proceed.

Thank you in advance for your assistance.

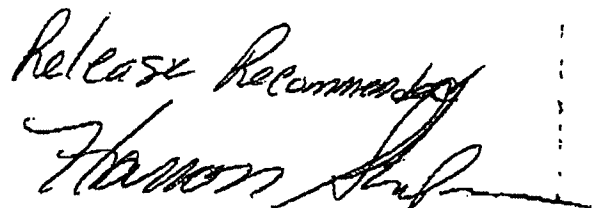
Sincerely,



Nigel A. Veater, FACHE
Regional Operations Director

Cc: Dennis Skrajewski, FACHE, Divisional Vice President
Trevor J. Hall, Staff Accountant, Team Evergreen

\$0
03381005

Release Recommended


95% 4/5/08 P.02
TOTAL P.02

MAY-19-2008 16:56

No. 8418 P. 1

Jun. 12. 2008 3:04PM



Keystone Gardens Division, Region 4
930 Town Center Drive, Suite G-100
Langhorne, PA 19047
Tel: 215-750-7041 | Fax: 215-750-7401
www.davita.com

RECEIVED

MAY 19 2008

cc: WB
Maree

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

May 16, 2008

Township Clerk
Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

Re: *Willingboro Dialysis- 230 Van Sciver Parkway- Willingboro*

Dear Sir/Madam:

Our facility located at the above address and also identified as Block 247, Lot 9 posted a performance bond of \$30,219 which was to be held by the township for a period of two years starting in February, 2006.

That time period has since passed and we are inquiring as to the process to obtain release and return of that performance bond back to our company. I have attached documentation of the information which we received at that time.

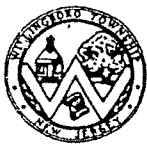
Please feel free to contact by phone (610-945-597) or email Nigel.Veater@davita.com with any questions and instructions as to how we should proceed.

Thank you in advance for your assistance.

Sincerely,

Nigel A. Veater, FACHE
Regional Operations Director

Cc: Dennis Skrajewski, FACHE, Divisional Vice President
Trevor J. Hall, Staff Accountant, Team Evergreen



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

February 17, 2006

Holladay Properties
Greg L. Donohoo, P.E.
830 Fesslers Parkway
Suite 111
Nashville, Tennessee 37210

Dear Mr. Donohoo:

Attached is a copy of Resolution 2006-27 regarding the release of the Performance Guarantee which is in accordance with the attached recommendation of the Township Council meeting of February 14, 2006, that the Performance Guarantee be released upon payment of all outstanding professional bills and upon posting of a Maintenance Guarantee in the amount of \$15% for a period of two years.

Thank you.

Sincerely,

Sarah Wooding
Planning Board Secretary

Encl.

/saw

RESOLUTION NO. 2006 - 27

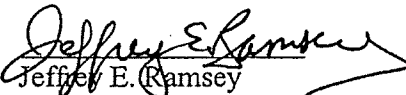
A RESOLUTION AUTHORIZING RETURN OF
PERFORMANCE BOND – GAMBRO HEALTH CARE, INC.

WHEREAS, there has been a request from Gambro Health Care, Inc, Planning Board applicant, regarding the release of their Performance Guarantee; and


WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated February 2, 2006 that the applicant has complied with the requirements granting site plan approval.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of February, 2006, in accordance with the attached recommendation, that the Performance Guarantee be released upon payment of all outstanding professional bills and upon posting of a Maintenance Guarantee in the amount of \$15% (\$30,219.00) for a period of two years.

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango Engineers
Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, P.E., P.P., C.M.E.
Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.
Richard G. Arango, P.E., C.M.E.

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, B.A., M.P.A.

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Frank J. Seney, Jr., P.E., P.P., C.M.E.
Terence Vogt, P.E., P.P., C.M.E.
Dennis K. Yoder, P.E., P.P., C.M.E.
Charles E. Adamson, P.L.S., A.E.T.
Kim Wendell Bibbs, P.E., C.M.E.

**Remington & Vernick
Engineers**

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

**Remington, Vernick
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(732) 955-8000
(732) 591-2815 (fax)

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(609) 645-7076 (fax)

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Wildwood City, NJ 08260
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(609) 522-5313 (fax)

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(610) 940-1161 (fax)

102 West Allen Street
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

University Office Plaza
Commonwealth Building
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**

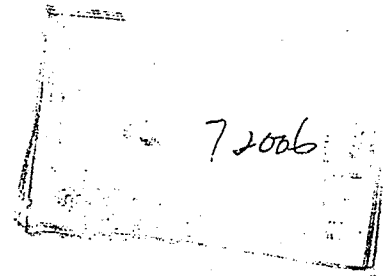
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-5017
(609) 298-8257 (fax)

www.rve.com

Established in 1901

February 2, 2006

Ms. Denise Rose, Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046



Re: Township of Willingboro
Gambro Health Care, Inc.
Block 247, Lot 9
Performance Bond Release
Our File #03381005

Dear Ms. Rose:

At the request of Gambro Healthcare, Inc., Remington, Vernick & Arango Engineers' Inspection Department has conducted an inspection to the above reference project. Based upon our investigation, we recommend a release of the Performance Bond originally established in the amount of \$241,752.00 with the Township of Willingboro, subject to the activation of a Maintenance Bond posted in the amount of \$30,219.00, which is 15% of the Cost of Construction, to be held for a period of two (2) years.

The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineer Vouchers.

If you should have any further questions or require any additional information, please contact Raymond D. Longmore, Contract Administrator, at (609) 298-6017.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

Richard G. Arango, P.E., C.M.E.
Executive Vice President

RGA:kpc

cc: Maria Annese, Township Clerk
K. Wendell Bibbs
Syreeta Paul
Gambro Healthcare

Q:\Shared\Inspections\Willingboro\correspondence\005 Gambro Healthcare\005perbondrel..doc

TOWNSHIP OF WILLINGBORO
MUNICIPAL COMPLEX
ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046



CHAMBER HETALTA (PARE)
(MAINTENANCE GUARANTEE)
DEPOSITED - TRUST OTHER
30,219.⁰⁰ ✓ # 9092724

Rec'd - 5/9/06

On Old Road 3446-57

 * P. 01 *
 * TRANSACTION REPORT *
 * MAY-19-2008 MON 05:07 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * MAY-19 05:06 PM 19733233068 27" 2 SEND OK 015 *
 * TOTAL : 27S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: Wendell Bubbs
 COMPANY: RJV
 DATE: 5/19/2008
 TO FAX NO. 973-323-3068

FROM: Perak EXT 6203 PAGES 2

OTHER TEXT: F.V.I. Gambro's

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

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

TELEFAX COVER SHEET

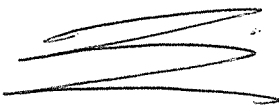
TO: Wendell Bibbs
COMPANY: RJV
DATE: 5/19/2008
TO FAX NO. 973-323-3068

FROM: Parak EXT 6203 PAGES 2

SUBJECT: F.Y.I. Cambro's
request for maintenance
and release

FOR YOUR INFORMATION _____ PLEASE RESPOND _____

THANK YOU.



COLONIAL SAVINGS PO BOX 2988 DEPT. 057 FORT WORTH, TX 76113	13.10
BLOCK 803 LOT 30 54 EAST BROOK LANE BLOCK 608 LOT 41 564 CHARLESTON ROAD	10.44
BLOCK 705 LOT 18 53 GENERAL LANE OVERPAYMENT TAXES	15.54
BLACK ROSE TITLE SERVICES, LLC 295 ROUTE 46 WEST SUITE 205 FAIRFIELD, NJ 07004 BLOCK 822 LOT 1 2 EARNSHAW LANE OVERPAYMENT TAXES	220.67
WORLD CLASS 20 TAYLOR LAKE COURT MANALAPAN, NJ 07726 BLOCK 544 LOT 26 76 MELBOURNE LANE OVERPAYMENT TAXES	1122.76
MUA 433 JFK WAY WILLINGBORO, NJ 08046 BLOCK 710 LOT 15 63 GENERAL LANE OVERPAYMENT TAXES	1123.42
KATHY L. & MELVIN JR. WARING 88 HOLSTONE LANE WILLINGBORO, NJ 08046 BLOCK 636 LOT 9 88 HOLSTONE LANE OVERPAYMENT TAXES	66.60
SERVICELINK 4000 INDUSTRIAL BLVD. ALIQUPPA, PA 15001 BLOCK 321 LOT 4 14 PICKWICK LANE OVERPAYMENT TAXES	1087.80

RESOLUTION NO. 2008 – 99

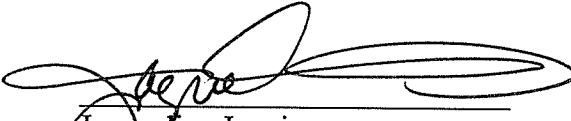
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 24th day of June, 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	✓			

HOMESTEAD TITLE AGENCY 1364.93
78 HUNTER STREET
PO BOX 531
WOODBURY, NJ 08096
BLOCK 824
LOT 19
9 EDGEWATER LANE
OVERPAYMENT TAXES

TAX REDMPTION 309.59
ONE SALEM ROAD
WILLINGBORO, NJ 08046
BLOCK 316
LOT 25
51 PEBBLE LANE
OVERPAYMENT TAXES

FIDELITY TAX, LLC 1194.22
PO BOX 5707
FT. LAUDERDALE, FL 33310
BLOCK 701
LOT 5
15 GARLAND DRIVE
OVERPAYMENT TAXES

✓

RESOLUTION NO. 2008 - 100

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

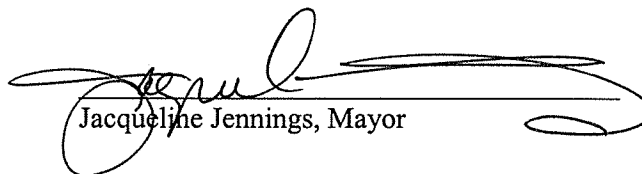
WHEREAS, it appears that the application and supporting documents are in proper order and ready for approval;

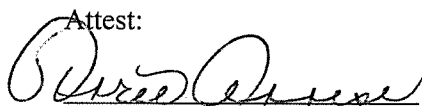
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 24th day of June, 2008, that the Township Council makes the following findings.

- a. The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant club are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated there under, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The club shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant club has been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Foster Military Lodge Temple Association, #0338-31-004-001, for the period July 1, 2008 through June 30, 2009; and

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

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


Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2008-101
**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 24~~th~~ day of June 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:

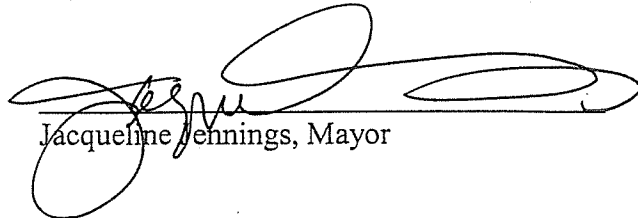
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material 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).

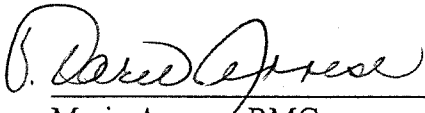
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel

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	✓			

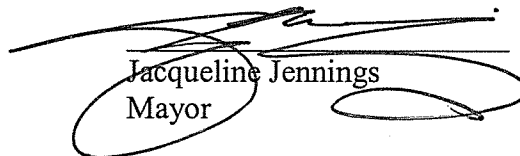
RESOLUTION NO. 2008 – 102

Authorizing the Approval of Vouchers for Payment & Ratification


Whereas, Willingboro Township Council received the June 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 8th day of July, 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 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"/>			

RESOLUTION NO. 2008 - 103

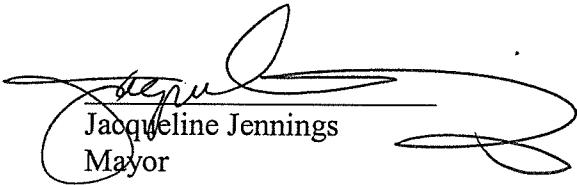
**A RESOLUTION AUTHORIZING MAYOR AND
CLERK TO SIGN CONTRACT WITH FRATERNAL
ORDER OF POLICE LODGE #38**

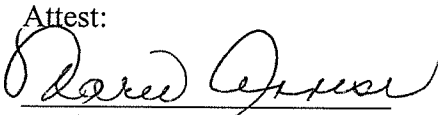
WHEREAS, the Fraternal Order of Police, Lodge #38 and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is proper to formally authorize the execution of the Agreement;

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

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2010
- B. The Mayor and Clerk are hereby authorized and directed to execute The agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP, Lodge, #38, for his information and attention.


Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
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"/>			



ZELLER & WIELICZKO, LLP

ATTORNEYS AT LAW

Allen S. Zeller* Matthew B. Wieliczko*

July 8, 2008

John M. Borelli**
Joanne Gaev Campbell***
Deena M. Greble**
Sandra J. Hyman**
Kevin B. Lacorte
Dean R. Wittman

VIA FAX AND REGULAR MAIL (609-835-0782)

Joanne Diggs, Township Manager
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

*Also Member of NY Bar
**Also Member of PA Bar
*Also Member of DC Bar

RE: Collective Bargaining Agreement Between
FOP, Lodge #38 and Township of Willingboro
Period: January 1, 2007 - January 31, 2010
Our File No: 6964-1-08

Dear Ms. Diggs:

It was a pleasure meeting with you over the last several weeks to discuss the above referenced matter, your past negotiations with the FOP and the desire of both the FOP and the Township to complete the negotiations on the above referenced Collective Bargaining Agreement ("CBA") and execute the CBA. In that regard, and further to our recent telephone discussions and ongoing exchange of e-mails and draft versions of the above referenced CBA, this will confirm my advices that I have reviewed the most recent draft version of the proposed and final above referenced CBA. Given the advices and material provided to date, including but not limited to the past CBA and other materials used during negotiations, the referenced proposed final version of the CBA is appropriate for execution.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



MATTHEW B. WIELICZKO, Esquire

MBW:pk

cc: Michael Armstrong, Esquire (via fax and mail)

COLLECTIVE BARGAINING AGREEMENT

Between the

FRATERNAL ORDER OF POLICE, LODGE NO. 38

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 2007 – DECEMBER 31, 2010

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This Agreement, is made and entered into this **eighth** day of **July, 2008** by and between the **Township Council of the Township of Willingboro**, a body corporate and politic hereafter referred to as the "Township"; and **Willingboro Lodge No. 38, Fraternal Order of Police**, hereafter referred to as the "Lodge";

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

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

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

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

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

5. Grievance Procedure:

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

5.2 Left Blank

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

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

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

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

6. Minor Disciplinary Action:

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

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

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

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

- 7.9 In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.
- 7.10 The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4. The indemnification and defense provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

8. Salary:

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro.

		2007	2008	2009	2010
	A1	38,606	47,500	47,500	47,500
	A2	46,177	50,000	50,000	50,000
	B	49,703	53,500	53,500	53,500
	C	52,883	57,500	57,500	57,500
	D	55,912	62,000	62,000	62,000
	E	58,940	67,000	67,000	67,000
	F	66,213	72,500	72,500	72,500
	G	71,700	76,500	81,500	85,500
8 years	G1	72,200	77,100	82,100	86,200
12 years	G2	72,700	77,600	82,600	86,700
16 years	G3	73,200	78,100	83,100	87,200
20 years	G4	73,700	78,600	83,600	87,700

- 8.1 The salary fixed for A-1 shall be applicable to the period after the individual has completed the training required for the position and has been fully certified as a police officer by the New Jersey Police Training Commission or the Recognized Authority and shall continue for a period of six (6) months; and the salary fixed for A-2 shall begin after the six (6) months provided at level A-1 and shall continue for an additional six (6) months.
- 8.2 It is understood and agreed that the lettered positions in the above schedule represent calendar year increments. Employees will be paid the annual salary rate for that calendar year, corresponding with their designated lettered position, as referenced in paragraph #8, with the exception of those employees that reach the designated lettered position of "B" on or between October 1 and December 31. Those

employees, that reach the designated lettered position of "B" on or between October 1 and December 31, in any calendar year, will not receive their first calendar year increment until the first day of the second year subsequent to reaching the designated lettered position "B".

It is understood and agreed upon that an employee advancing through the lettered positions above shall continue advancement through the term of this agreement and thereafter, excluding an agreement that will supersede this agreement between the parties.

- 8.3 For the purposes of this Agreement a Police Recruit is defined as an individual who has been hired by the Township of Willingboro to fill a position as a Police Officer but has not completed the training required for the position and has not been fully certified as a police officer by the New Jersey Police Training Commission or the Recognized Authority. As set forth in Section 3 of this Agreement, a Police Recruit is not included within the bargaining unit covered by this Agreement and the salary of a Police Recruit is not covered by this Agreement.
- 8.4 All annual salaries, as represented above, reflect the annual salary which is divided by the number of paydays established by the township. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours
- 8.5 Where the positions G1, G2, G3, and G4 are included in the above salary schedule, the salary fixed for G1 shall be applicable after the member has completed eight years of service. The salary fixed for G2 shall be applicable after the member has completed twelve years of service. The salary fixed for G3 shall be applicable after the member has completed sixteen years of service. The salary fixed for G4 shall be applicable after the member has completed twenty years of service.

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

- 9.1. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00)
- 9.2. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;
- 9.3. Payments shall be made for up to ninety (90) credits, until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.

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

10. Holidays:

- 10.1 Holiday pay shall be included in the base pay of all members, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.
- 10.2 Members shall alternate having either Thanksgiving or Christmas as a regular day off. Should a member's shift be changed by the Department, that member will not be scheduled to work the same holiday multiple years in a row. Additionally, no

member will be granted compensatory, personal or vacation leave on the day of the Township's Independence Day Fireworks Celebration, so long as there is a Fireworks Display.

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

11.1. For employees on an eight (8) hour shift:

11.1.1. One hundred forty-four (144) hours (18 days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.1.2. One hundred sixty-eight (168) hours (21 days) during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

11.1.3. Two hundred eight (208) hours (26 days) during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.2. For employees on a ten (10) hour shift:

11.2.1. One hundred fifty (150) hours (fifteen [15] days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2. One hundred seventy (170) hours (seventeen [17] days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.2.3. Two Hundred ten (210) hours (twenty-one [21] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3. For employees on an eleven and one-half hour (11 1/2) hour shift;

11.3.1. One hundred thirty-eight (138) hours (12 days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.3.2. One hundred sixty-one (161) hours (14 days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.3.3. One hundred ninety-five and one-half (195.5) hours (17 days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

- 11.4 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job injury, the Township Manager may authorize that the accrued vacation leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31st of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31st of the year, in which the leave is earned, for a cash payment. Such payment shall be computed at the effective rate of pay when the affected leave was earned.

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

- 12.1 For employees on an eight (8) hour shift:
 - 12.1.1 Eight (8) hours (one [1] day) per month of employment for each month in the first calendar year of employment.
 - 12.1.2 One hundred twenty (120) hours (fifteen [15] days) per year thereafter.
- 12.2 For employees on a ten or more hour shift:
 - 12.2.1 Ten (10) hours (one [1] day) during the first three months and ten (10) hours (one [1] day) each month thereafter in the first calendar year of employment.
 - 12.2.2 One hundred twenty (120) hours (twelve [12] days) per year thereafter.
- 12.3 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.
- 12.4 The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Director of Public Safety with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the

employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

- 12.5 The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.
- 12.6 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work or when an employee must attend to an immediate family member who is unable to take care of themselves due to a medically verified disabling illness. For the purpose of this provision, the term "immediate family member" shall be limited to spouse, child, parent of the employee or to a family member who resides and is immediately dependant on the employee for their well-being. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13. Sick Leave Incentive: Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of seven hundred fifty (\$750.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than thirty-five hours of sick leave shall be eligible to receive an additional personal day for a total of four (4) personal days (or its hourly equivalent). This day shall require 24 hours advance notice that the employee intends to use the day. In addition, not more than two [2] uniformed patrol officers shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

14. Accumulated Sick Leave:

- 14.1 For members employed by the Township on December 31, 1984, full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement from the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years. In the event of an agreement for the payments to be made over a three (3) year period, the payment shall be made in three installments with the first payment of one third of the amount due to be paid on the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second

payment of an additional one-third of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

- 14.2 Effective January 1, 2005 for members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Fifteen Thousand (\$15,000) Dollars.
- 14.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.
- 14.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

15. Cardiac Event:

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

- 15.5 The employee shall be required to make his personal medical records available to the physician conducting the examination.

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

17. Compensatory Time: All employees covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the Fair Labor Standards Act. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, ten (10) hours or eleven and one half (11.5) hours, depending on whether the employee is on an eight (8) hour, ten (10) hour or an eleven and a half (11.5) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. Smaller segments of the accumulated compensatory time may be taken whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.

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

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

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

18. Uniform Allowances:

- 18.1 **Cleaning:** The Township agrees to provide all employees covered under this Agreement with compensation for expenses incurred by the employees for the laundering, repair and /or dry cleaning of uniforms provided to the employee by the Township. Effective January 1, 2007 the payment shall be \$65.00 per month. Effective January 1, 2008 the payment shall be increased to \$70.00 per month. Effective January 1, 2009 the payment shall be increased to \$75.00 per month.

Effective January 1, 2010 the payment shall be \$75.00 per month. The payments established in this section shall be paid in a lump sum during the month of January of each year.

- 18.2 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or irreparable damage, except for employees assigned to the Investigative Division who shall receive an annual payment of nine hundred fifty dollars as a plain clothes allowance.
- 18.3 The payments established in this section shall be paid in a lump sum during the month of January of each year. For those assigned to the investigative division for less than one full year, the annual payment specified in Section 18.2 shall be adjusted on a pro-rata basis. Any officer that is removed from the criminal bureau for promotional, discipline, or resignation, shall repay the annual payment specified in Section 18.2 on a pro-rata basis by December 31 of the year in which such action was taken.
- 18.4 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to irreparable damage. Effective January 1, 2009 the implementation of a Uniform Voucher System will provide each member up to \$400 for uniforms or equipment that the member requests. Each member regularly assigned to the Patrol Division will go to the uniform /equipment vendor that the Township has an account with. Each member will have an individual voucher account balance of \$400 per year to utilize as he/she requests.
- 18.5 Effective January 01, 2009 for members regularly assigned to the Investigative Division will be provided with a two hundred dollar (\$200.00) voucher for uniforms or equipment.

19. Shift Differential:

- 19.1 Officers regularly assigned to the shift that begins at 12:00 PM (noon) or is designated the middle shift shall be compensated for hours worked outside of the normal daytime working hours. Effective January 01, 2007 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary. Effective January 01, 2008 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary. Effective January 01, 2009 those assigned officers will be paid three percent (3.0%) over their base salary. Effective January 01, 2010 those assigned officers will be paid three percent (3.0%) over their base salary.
- 19.2 Officers regularly assigned to the shift that begins after 6:00 PM or is designated the overnight shift shall be compensated for hours worked outside of normal daytime working hours. Effective January 01, 2007 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary. Effective January 01, 2008 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary. Effective January 01, 2009 those assigned officers will be paid

three and one half percent (3.5%) over their base salary. Effective January 01, 2010 those assigned officers will be paid three and one half percent (3.5%) over their base salary.

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

20. Special Duty Assignments:

- 20.1 All regular full time officers assigned to the police department canine division or crime prevention unit shall receive an annual salary adjustment of One Thousand One Hundred Dollars (\$1,100.00) pro rated for the period of time they are so assigned.
- 20.2 Officers assigned as Field Training Officers, shall receive twenty five (\$25.00) dollars per day for each day they are on duty and actually engaged in the field training of new officers. These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.
- 20.3 All regular full time officers assigned to the Police Department Emergency Medical Technician Unit will be compensated with overtime for the training classes needed to maintain the certification. Officers will only be paid overtime when they are scheduled to attend training classes on their scheduled day off.
- 20.4 All regular full time officers assigned to the Police Department Investigative Division shall receive an annual salary adjustment pro rated for the period that they are so assigned. Effective January 01, 2007 the adjustment shall be Two Thousand Two Hundred Fifty Dollars (\$2,250.00) over their base salary. Effective January 1, 2008 the adjustment shall be Three Thousand Dollars (\$3,000.00) over their base salary. Effective January 01, 2009 the adjustment shall be Four percent (4.0%) over their base salary. Effective January 01, 2010 the adjustment shall be Five percent (5.0%) over their base salary.
- 20.5 Effective January 01, 2007 all full time officers assigned to the police Department Investigative Division will be compensated with overtime if: member is held over on your regular shift for more than three (3) hours, member is called in to work on a non-duty week, member's duty callout is for three (3) hours or more, member is involved in a "major" event during your off time.

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

21. Left Blank

22. Overtime Pay:

- 22.1 Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.
- 22.2 An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations either normal, straight overtime pay or compensatory time off, as the case may be shall be payable.
- 22.3 A member working in excess of one (1) hour beyond the end of the member's scheduled shift at the member's supervisor's discretion shall be paid at one and one-half (1 1/2) time for all time worked.
- 22.4 A member going to court, when on duty, shall not receive any extra compensation. A member going to court, when not on duty, shall be paid at one and one-half (1 1/2) times the member's hourly rate for the time expended, with a minimum of two (2) hours. A member going to court, when the member is on vacation, shall be paid at two (2) times the member's hourly rate for the time expended, with a minimum of two hours.
- 22.5 A member called in to work 4th of July, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1.5) times the member's hourly rate.

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

- 23.1 Effective August 1, 1997 the township portion of the cost for employee Health Insurance shall be limited to 100 percent of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage (the level shall be appropriate to the members health care needs). If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

- 23.2 Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan Participants shall be 100%.
- 23.3 Work Incurred Injury
- 23.3.1 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.
- 23.3.2 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Township may reasonably require the employee to present such certificates from time to time.
- 23.3.3 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and the findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- 23.3.4 For the purposes of this section, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.
- 23.3.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.
- 23.3.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.
- 23.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to

exceed the above noted amount annually. If a member drops his or her township coverage he or she may return at any time to the township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes Medicare eligible before the member the member must defer to single coverage.

- 23.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 23.4 of this Agreement, shall be entitled to continue to participate in the insurance coverage's set forth in paragraphs 23.1 Health Insurance, 23.2 (Group Dental) for the period calculated in Section 23.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost fifty percent (50%) as the Township would have paid for the retired member, i.e., up to and including the Parent / Child Plan if the member formerly had Family coverage; or up to Single coverage if the member formerly had Husband / Wife coverage. With the total premium limitation noted in Section 23.4. Refer to section 23.4 if the surviving spouse elects the Parent / Child Plan. If the surviving spouse has available health insurance through their own employment then the spouse shall not be entitled to participate in the Township insurance coverage; so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.
- 23.6 A member who retires from the department and who is not eligible for the coverage specified in Section 23.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage's, provided (1) the insurance company will allow the continuation of coverage; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or the Division of Pensions.
- 23.7 The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverage's set forth in sections 23.1. (Health Insurance) and 23.2 (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverage's, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving

spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

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

24. Insurance Buy-Back: The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in February and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be as noted below or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period. The amount of payment shall not exceed for 2007, \$3,500; for 2008, \$5,000; for 2009 \$5,500, for 2010 \$6,000; or 50% of the premium for the waived insurance coverage.

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

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

- 25.1 Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to four workdays within seven calendar days or 40 consecutive work hours.
- 25.2 Employees who need additional time beyond that provided in section 25.1 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time.

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

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

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

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

29. Administrative Time for Lodge President: The Township agrees to allow the Lodge President to be released from his assigned duties for forty (40) hours during each calendar year. To the extent that the Lodge President does not use the allocated hours during a calendar year, up to fifteen (15) hours may be carried over into the next calendar year.

30. Payroll Deduction of Lodge Dues:

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

30.2 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a

Representation Fee in Lieu of Dues for services rendered by the Lodge in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section 29.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

31. Personnel Files:

- 31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Township under the direction of the Township Manager and may be used for evaluation purposes.
- 31.2 Upon advance notice and at reasonable times, any member of the Lodge may review his or her personnel file. The appointment for review must be made through the Township Manager or the designated representative of the Township Manager.
- 31.3 As per the Attorney General Guidelines regarding internal Affairs, only where a complaint is sustained would a copy of a minor infraction be placed in a personnel file. There is an understanding for the need to investigate citizen's complaints, but nothing other than a conviction for an infraction shall go in to the officer's personnel file. It is required by State Law to give the officer the benefit of the Attorney General's Guidelines.
- 31.4 Whenever a written complaint concerning an Officer or the actions of an Officer is to be placed in the personnel file, a copy shall be made available to the Officer and he or she shall have the opportunity to rebut it if so desired, with the rebuttal to be included in the personnel file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.
- 31.5 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file or the addition of materials to a personnel file without the authorization of the Township Manager or the Director of Public Safety shall subject all involved to appropriate disciplinary action.

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

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

34. Term of Agreement: This Agreement shall be in full force and effect, **JANUARY 1, 2007 THROUGH DECEMBER 31, 2010** and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2010**, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

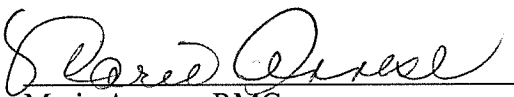
IN WITNESS WHEREOF, the Township and the Lodge have caused this Agreement to be executed by their proper officials.

ATTEST: TOWNSHIP OF WILLINGBORO

By



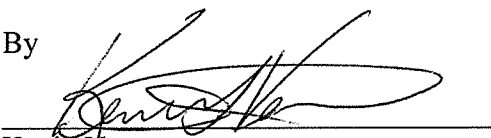
Jacqueline Jennings
Mayor



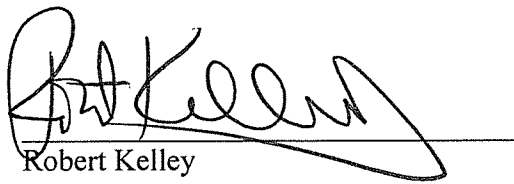
Marie Annese, RMC
Township Clerk

ATTEST: WILLINGBORO LODGE NO. 38
FRATERNAL ORDER OF POLICE

By



Kevin Vernon
President



Robert Kelley
Secretary

RESOLUTION NO. 2008-104
**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 27 day of July 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

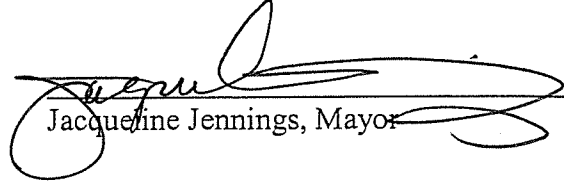
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes 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).

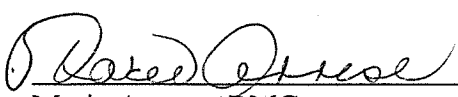
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to RADER v. Willingboro AND Negotiations Sunesys

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 - 105

RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH DEDICATED TRUST BY RIDER FOR THE ACCEPTANCE OF DONATIONS, BEQUESTS AND GIFTS TO WILLINGBORO HERITAGE COMMISSION PURSUANT TO NJS 40A:50-29

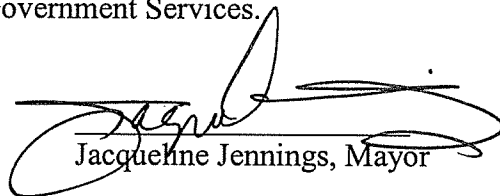
WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimate in advance; and

WHEREAS, Donations – Acceptance of Bequests and Gifts (NJS 40A:50-29) allows municipalities to receive amount of costs incurred for Restoration and Preservation of the School House – Town House Project; and

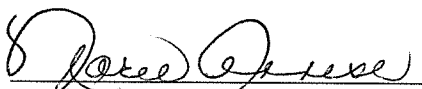
WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider.

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

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Restoration and Preservation of the School House – Town House Project as per NJS 40A:4-39
2. The Clerk is directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.


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	✓			

COMMONLY APPROVED DEDICATION BY RIDER LISTING

Recreation fees (PL 1999, c.292)

Open Space Recreation and Farmland and Historic Preservation Trust Fund (PL1997, c. 24)

Accumulated Absence Liability Trust Fund (NJAC5:30-15)

Snow Removal Reserve Trust Fund (PL 2001, c. 138)

Joint Insurance Refunds (PL 1996, c. 113)

Uniform Code Enforcement Fees (Regular) NJS50:27D-119 et seq. and NJAC 5:23-4.17

Uniform Construction Code Enforcement Fees (Third Party) NJS 50:27D-119 et seq. and NJAC 5:23-4.12

Developer's Escrow Fund (NJS 40:55D-53.1)

Disposal of Forfeited Property (PL 1986, c. 135)

Self-Insurance Program (NJS 40A:10-1 et seq.)

Parking Offenses Adjudication Act (PL 1989, c. 137)

Uniform Fire Safety Act Penalty Moneys (NJS 52:27D-192 et seq.)

Municipal Alliance on Alcohol and Drug Abuse (PL 1989, c. 51; NJS 40A:5-29)**

Public Defender Fees

Outside Employment of Off Duty Police Officers**

Donations – Acceptance of Bequests and Gifts (NJS 40A:50-29)

Animal License Fees (formerly dog license fees)**

Unemployment Compensation Insurance**

Developers Fees – Housing Trust Funds (PL 1985 c. 222 and NJAC 5:92-181 et seq.)

Older Americans Act – Program Contributions**

Tourism Improvement and Development District Act Fees (PL 1992, c. 165)

**** Dedication by Rider approved under blanket provision approved by Local Finance Board.**



TOWNSHIP OF WILLINGBORO

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

July 16, 2008

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

Dear Sir/Madam:

Attached please find two (2) certified copies of Resolution No. 2008 – 105, adopted by Willingboro Township Council at their meeting of July 8, 2008, requesting approval to establish a Dedicated Trust by Rider for the Acceptance of Donations, Bequests and Gifts to the Willingboro Heritage Commission regarding the Restoration and Preservation of the School House – Town House Project.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2008 - 105

RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH DEDICATED TRUST BY RIDER FOR THE ACCEPTANCE OF DONATIONS, BEQUESTS AND GIFTS TO WILLINGBORO HERITAGE COMMISSION PURSUANT TO NJS 40A:50-29

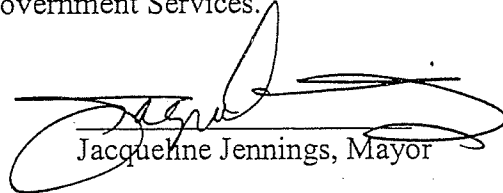
WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimate in advance; and

WHEREAS, Donations – Acceptance of Bequests and Gifts (NJS 40A:50-29) allows municipalities to receive amount of costs incurred for Restoration and Preservation of the School House – Town House Project; and


WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider.

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

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Restoration and Preservation of the School House – Town House Project as per NJSA 40A:4-39
2. The Clerk is directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.


Jacqueline Jennings, Mayor

Attest:

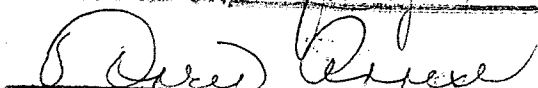

Marie Annese, RMC
Township Clerk

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

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

WILLINGBORO TWP. COUNCIL ON

July 8, 2008


Marie Annese, RMC
Township Clerk

SAMPLE DEDICATION BY RIDER RESOLUTION

RESOLUTION

Requesting approval of the Director of the Division of Local Government Services to Establish a Dedicated Trust by Rider for *State Purpose*
Pursuant to *State Chapter or statute permitting purpose*

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance, and

WHEREAS, *State Chapter or statute* allows municipalities to receive amounts for costs incurred for *State Purpose*, and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the *State name of local unit*, County of _____, State of New Jersey as follows:

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for *State Purpose* as per N.J.S.A. 40A:4-39.
2. The municipal clerk of the *State name of local unit* is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

Clerk's Name, Title

I certify this to be a true copy of
Resolution *number*
Adopted by Mayor and Council on
State Date
Clerk's Signature, Title

RESOLUTION NO. 2008 - 105

RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH DEDICATED TRUST BY RIDER FOR THE ACCEPTANCE OF DONATIONS, BEQUESTS AND GIFTS TO WILLINGBORO HERITAGE COMMISSION PURSUANT TO NJS 40A:50-29

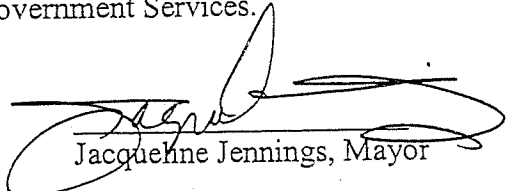
WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimate in advance; and

WHEREAS, Donations – Acceptance of Bequests and Gifts (NJS 40A:50-29) allows municipalities to receive amount of costs incurred for Restoration and Preservation of the School House – Town House Project; and

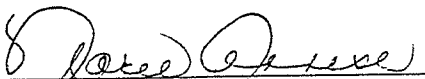
WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider.

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

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Restoration and Preservation of the School House – Town House Project as per NJSA 40A:4-39
2. The Clerk is directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

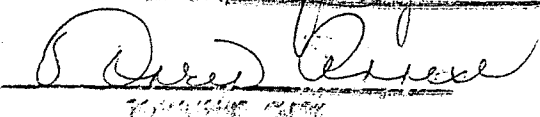

Jacqueline Jennings, Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

WILLINGBORO TWP. COUNCIL ON July 8, 2008

Township Clerk



TOWNSHIP OF WILLINGBORO

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

July 16, 2008

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

Dear Sir/Madam:

Attached please find two (2) certified copies of Resolution No. 2008 – 105, adopted by Willingboro Township Council at their meeting of July 8, 2008, requesting approval to establish a Dedicated Trust by Rider for the Acceptance of Donations, Bequests and Gifts to the Willingboro Heritage Commission regarding the Restoration and Preservation of the School House – Town House Project.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2008-106
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 22nd day of 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:

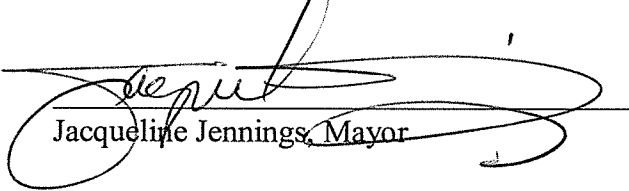
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

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


BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel / Potential Litigation

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 – 107

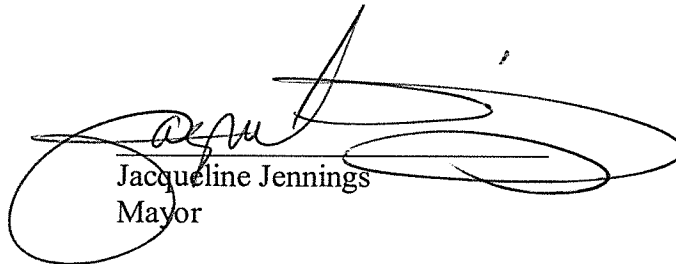
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 22nd day of July, 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	✓			

FIRST AMERICAN REAL ESTATE TAX SERVICE 419.58

ATTN: REFUNDS DEPT.

PO BOX 961250

FT. WORTH, TX 76161-0250

BLOCK 1202

LOT 95

8 FLEETWOOD PLACE

BLOCK 832 121.15

LOT 36

8 EDGELY PLACE

OVERPAYMENT TAXES

AURORA LOAN SERVICES 27.90

PO BOX 961233

FORTWORTH, TX 76161

BLOCK 723

LOT 16

6 GALLERY LANE

OVERPAYMENT TAXES

SHARON BOOTHE 1116.29

133 SOMERSET DRIVE

WILLINGBORO, NJ 08046

BLOCK 126

LOT 16

133 SOMERSET DRIVE

OVERPAYMENT TAXES

LENDERS FIRST CHOICE 1115.00

3850 ROYAL AVE.

SIMI VALLEY, CA 93063

BLOCK 243

LOT 2

4 BUCKEYE LANE

OVERPAYMENT TAXES

Original

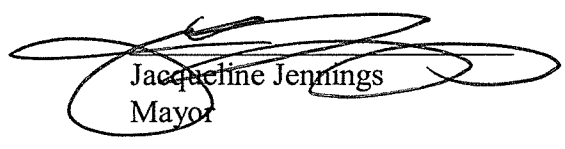
RESOLUTION NO. 2008 – 108

Authorizing the Approval of Vouchers for Payment & Ratification

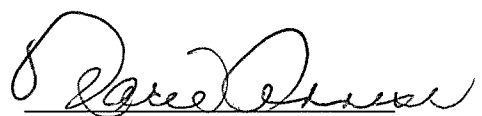
Whereas, Willingboro Township Council received the June 2008 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 5th day of August, 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 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"/>			

RESOLUTION NO. 2008 – 109

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR ZONE STRIPING, INC. – REHABILITATION AND RESURFACING OF VARIOUS TENNIS COURTS

WHEREAS, Willingboro Township Council, by Resolution No. 2007 – 139 awarded a contract to Zone Striping, Inc., for the above, in the **amount of \$40,105.00** (representing the base bid); and

WHEREAS, the Township Engineer's Office, Remington & Vernick, has submitted **Change Order No. 1 (Final) representing an increase of \$1,887.50** and certificate no. 2 for payment; and

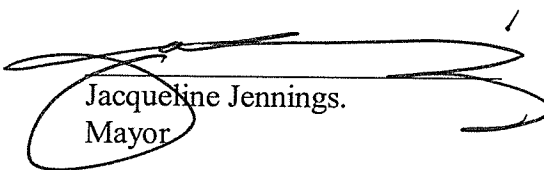
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of August, 2008, as follows:

Change Order No. 1 (Final)

Plus – Supplemental	\$ 1,093.20
Plus – Extra	\$ 3,785.10
Minus Reduction	(\$ 2,990.80)
Final Adjustment – Increase of	\$ 1,887.50 for a total contract amount of \$41,992.50.

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 Ayer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

Certification Of Availability of Funds

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

Resolution Date: 11/10/08
Resolution Number: 2008-109

Vendor: ZONESTRI ZONE STRIPING INC.
501 NEW JERSEY AVENUE
GLASSBORO, NJ 08028

Contract: 07-00015 BID FOR STRIPING OF VARIOUS
WILLINGBORO STREETS
FILE# 0338G003

Account Number	Amount	Department Description
C-04-55-905-004-918	1,887.50	GENERAL CAPITAL 2005
Total	1,887.50	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Ly Leford
Acting Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME
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)

July 2, 2008

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

Re: Township of Willingboro
Striping of Various Streets
Certificate #2, Change Order #1 Final
R&V #0338T067

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Certificate No. 2 along with the contractor's voucher for payment in connection with the above-referenced project. Also included is the associated Change Order #1 for your review.

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

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Gregory J. Sullivan for KWB

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

GJS/clg

Enclosure(s)

c: Mayor & Committee
Marie Anese, Twp. Clerk
Gregory J. Sullivan, P.E., P.P., C.M.E.
Ray Longmore
James Walker
Zone Striping

T:\Willingboro\T067-Striping of Various Streets\Striping of Various Streets\T060ct #2.07-02-08.doc

Earning Our Reputation Every Day Since 1901

www.rve.com

M.A.
RECEIVED

JUL 07 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

302

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 22077

Pay To **Zone Striping, Inc.**

ADDRESS **501 New Jersey Avenue, P.O. Box 568**

CITY **Glassboro, NJ 08028**

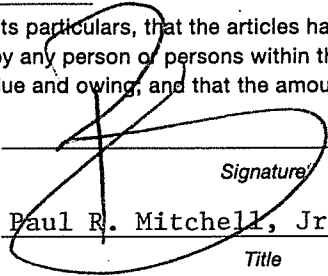
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and material for the Striping of Various Streets:		
	Total Amount Completed to Date:		\$41,992.50
	Less 10% Retainage		\$4,199.25
	Subtotal		\$37,793.25
	Less Amount Previously Certified		\$31,091.27
	Amount Due This Certificate		\$6,701.98

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 _____
Paul R. Mitchell, Jr./President
 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.

R REMINGTON & VERNICK ENGINEERS
V CERTIFICATE # 2

Zone Striping, Inc.
 501 New Jersey Avenue, P.O. Box 568
 Glassboro, NJ 08028
 (856-582-5900)

PROJECT NAME:
 STRIPING OF VARIOUS STREETS
 PROJECT NUMBER:
 0338G003
 CLIENT:
 TOWNSHIP OF WILLINGBORO

CERTIFICATE # 2

X

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	TRAFFIC MARKINGS, LONG-LIFE, HOT APPLIED THERMOPLASTIC	5300 SF	\$1.85	\$9,805.00	2337	7546	\$13,960.10
2	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	139500 LF	\$0.20	\$27,900.00	3616	128162	\$25,632.40
3	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$2,400.00	\$2,400.00	1	1	\$2,400.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$41,992.50</u>
LESS 10% RETAINAGE	<u>\$4,199.25</u>
SUBTOTAL	<u>\$37,793.25</u>
LESS AMOUNT PREVIOUSLY PAID	<u>\$31,091.27</u>
AMOUNT DUE THIS CERTIFICATE	<u><u>\$6,701.98</u></u>

SUMMARY

ORIGINAL CONTRACT AMOUNT \$40,105.00
 CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$1,887.50
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS \$1,887.50

AMENDED CONTRACT AMOUNT

\$41,992.50

PAYMENTS TO DATE (AMOUNT)

1	\$31,091.27
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)

\$31,091.27

AMOUNT OF THIS CERTIFICATE

\$6,701.98

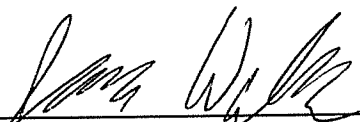
TOTAL AMOUNT OF WORK COMPLETED


\$41,992.50


NOTICE TO PROCEED DATE

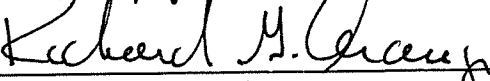
04/23/08

PROJECT COMPLETION DATE

 6/30/08
Contract Administrator Date

 6-30-08
Remington & Vernick Inspector Date

 for RWB 7-2-08
Municipal Engineer Date

 7/2/08
Remington & Vernick Engineer Date


R REMINGTON & VERNICK ENGINEERS
V CHANGE ORDER #1 Final

CONTRACTOR: 06/24/08
 Zone Striping, Inc.
 501 New Jersey Avenue, P.O. Box 568
 Glassboro, NJ 08028
 (856-582-5900)

NAME OF PROJECT:
 STRIPING OF VARIOUS STREETS
PROJECT NUMBER:
 0338G003
CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE:

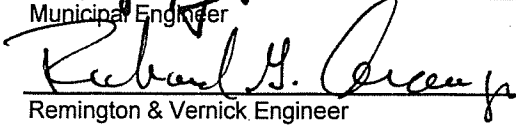
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
1E	TRAFFIC MARKINGS, LONG-LIFE, HOT APPLIED THERMO	2046	SF	\$1.85	<u>\$3,785.10</u> \$3,785.10
REDUCTIONS					
2R	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	14954	LF	\$0.20	<u>\$2,990.80</u> \$2,990.80
SUPPLEMENTALS (Club House Drive)					
1S	TRAFFIC MARKINGS, LONG-LIFE, HOT APPLIED THERMO	200	SF	\$1.85	\$370.00
2S	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	3616	LF	\$0.20	<u>\$723.20</u> \$1,093.20
ORIGINAL CONTRACT AMOUNT					<u>\$40,105.00</u>
+ SUPPLEMENTAL					<u>\$1,093.20</u>
+ EXTRA					<u>\$3,785.10</u>
- REDUCTION					<u>(\$2,990.80)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1					<u>\$41,992.50</u>

ACCEPTED BY:



 _____ 6-26-08
 ((CONTRACTOR)) Date


 _____ 6-30-08
 Remington & Vernick Inspector Date


 _____ 7-2-08
 Municipal Engineer Date


 _____ 7/2/08
 Remington & Vernick Engineer Date

APPROVED BY:


 _____ 8/5/08
 ((TOWNSHIP)) Date



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

August 6, 2008

Director
Division of Local Government Services
Department of Community Affairs
CN 803
Trenton, New Jersey 08625

Dear Director:

Enclosed please find two certified copies of each of the following:

Resolution No. 2008 – 110 (\$75,000 Technology Grant)
Resolution No. 2008 – 111 (\$33,941.16 Summer Food Program) and
Resolution No. 2008 – 112 (\$8,000 WIC Grant)

The three resolutions were adopted by Willingboro Township Council at their meeting of August 5, 2008 and request the Director of the Division of Local Government Services to approve the insertion of these items of revenue in the budget of the year 2008.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Encl.

RESOLUTION NO. 2008 – 110

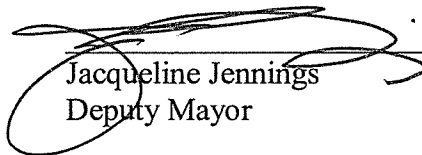
WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the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

SECTION I


NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 5th day of August, 2008, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2008;

The sum of **\$75,000 Technology Grant** which item is now available as funds received from Comcast.

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


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

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



CHAPTER 159

RECEIVED
JUN 18 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Barbara
Wolf
10/18/08

Community and Government
Affairs Department
1191 Fries Mill Road
Franklinville, NJ 08322
856.740.4144 Tel.
856.694.6001 Fax
www.comcast.com

June 17, 2008

Ms. Marie Annese
Willingboro Township Clerk
Willingboro Township Hall
1 Salem Road
Willingboro, NJ 08046

Dear Ms. Annese:

In fulfillment of Comcast's commitment to the Township of Willingboro, please find enclosed a technology grant check in the amount of \$75,000.00 as defined in the renewal certificate of approval dated March 19, 2008.

It has been Comcast's pleasure to reach its latest franchise agreement with the Township of Willingboro and we look forward to a great working relationship throughout the coming years.

Do not hesitate to contact me at 856-740-4146 if you have any questions.

Sincerely,

James V. Mallon

James V. Mallon
Area Manager of Government Affairs

cc: Nancy Wolf, SJ Coordinator of State and Local Planning
New Jersey Board of Public Utilities, Office of Cable Television
file

Janne, what are the spending guidelines. Is it an actual grant? Do I need to do 159?

ASK STEVE

Barbara

RESOLUTION NO. 2007 – 116

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

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 24th day of July, 2007, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2007; 2008

The sum of ~~\$44,835.00~~ ^{\$15,000.00} ~~Summer Food Service Program~~ ^{Technology GRANT} which item is now available as a ~~reimbursement~~ ^{FUNDS} received from the Department of Agriculture, Division of Food & Nutrition. ~~of Food & Nutrition.~~ ^{COMCAST}

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

Jacqueline Jennings
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

August 6, 2008

Director
Division of Local Government Services
Department of Community Affairs
CN 803
Trenton, New Jersey 08625

Dear Director:

Enclosed please find two certified copies of each of the following:

Resolution No. 2008 – 110 (\$75,000 Technology Grant)
Resolution No. 2008 – 111 (\$33,941.16 Summer Food Program) and
Resolution No. 2008 – 112 (\$8,000 WIC Grant)

The three resolutions were adopted by Willingboro Township Council at their meeting of August 5, 2008 and request the Director of the Division of Local Government Services to approve the insertion of these items of revenue in the budget of the year 2008.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Encl.

RESOLUTION NO. 2008 – 111

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

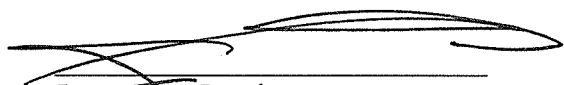
SECTION I


NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 5th day of August, 2008, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2008;

The sum of **\$33,941.16 Summer Food Program** which item is now available as a reimbursement received from the Department of Agriculture, Division of Food & Nutrition..

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

..


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	✓			



State of New Jersey
DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
33 WEST STATE STREET ~ 4TH FLOOR
PO Box 334
TRENTON NJ 08625-0334

JON S. CORZINE
Governor

159
CHARLES M. KUPERUS
Secretary of Agriculture

July 2, 2008

Barbara Lightfoot, Finance Director
Willingboro Township
429 JFK Way
Willingboro, NJ 08046

Dear Ms. Lightfoot:

Agreement # 03-3208

Your 2008 Summer Food Service Program application has been approved. The current amount of 2008 funding approved for your organization is \$33,941.16. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

Under the State of New Jersey Comprehensive Financial System (NJDFS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided 21600738100 is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2008, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2008 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead.

RESOLUTION NO. 2007 – 116

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

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 24th day of July, 2007, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year ~~2007~~;

The sum of ²⁰⁰⁸ ~~\$44,835.00~~ ^{23,941.16} Summer Food Service Program which item is now available as a reimbursement received from the Department of Agriculture, Division of Food & Nutrition.

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

Jacqueline Jennings
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

August 6, 2008

Director
Division of Local Government Services
Department of Community Affairs
CN 803
Trenton, New Jersey 08625

Dear Director:

Enclosed please find two certified copies of each of the following:

Resolution No. 2008 – 110 (\$75,000 Technology Grant)
Resolution No. 2008 – 111 (\$33,941.16 Summer Food Program) and
Resolution No. 2008 – 112 (\$8,000 WIC Grant)

The three resolutions were adopted by Willingboro Township Council at their meeting of August 5, 2008 and request the Director of the Division of Local Government Services to approve the insertion of these items of revenue in the budget of the year 2008.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Encl.

RESOLUTION NO. 2008 – 112

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


SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 5th day of August, 2008, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2008;

The sum of **\$8,000. WIC Grant** which item is now available as a reimbursement received from the Department of Health and Senior Services.

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

..


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	✓			



State of New Jersey

DEPARTMENT OF HEALTH AND SENIOR SERVICES

DIVISION OF FAMILY HEALTH SERVICES

PO BOX 364

TRENTON, N.J. 08625-0364

www.nj.gov/health

JON S. CORZINE
Governor

HEATHER HOWARD
Commissioner

May 8, 2008

159

Ms. Reva Foster
Willingboro Matenaude Senior Citizen Center
429 John F. Kennedy Way
Willingboro, NJ 08046

RE: Health Service Grant Number 08-383-WIC-N-0

Dear Ms. Foster:

The New Jersey Department of Health and Senior Services intends to award a mini-grant in the amount of \$8,000. Your Health Service Grant Number is 08-383-WIC-N-0 and is currently in process. This will be effective June 1, 2008 through September 30, 2008.

Please consider this letter as intent to fund this grant in accordance with the legal provisions of such grant, and that the document will be processed as soon as possible.

Please be advised that the Department will not be able to provide cash payments for any costs incurred in carrying out the terms of this grant until a fully executed grant has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

Sincerely,

Celeste Andriot Wood
Assistant Commissioner
Division of Family Health Services

C: Program Management Officer
Grants Management Officer
Grants Evaluation & Review Program

RESOLUTION NO. 2007 – 116

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

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 24th day of July, 2007, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2007, ²⁰⁰⁸

The sum of ^{\$,000 WIC} ~~\$4,835.00 Summer Food Service~~ Program which item is now available as a reimbursement received from the ^{DEPT} Department of ~~Agriculture, Division of Food & Nutrition~~. ^{HEALTH & SENIOR SERVICES}

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

Jacqueline Jennings
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk



RESOLUTION NO. 2008- 113
**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 5~~th~~ day of August 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:

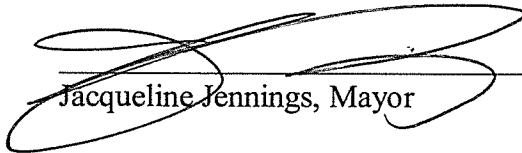
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material 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 PERSONNEL MATTERS

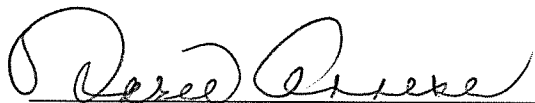
BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

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	✓			