

2008

Resolutions

147-157

RESOLUTION NO. 2008 - 147
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 27th day of October, 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:

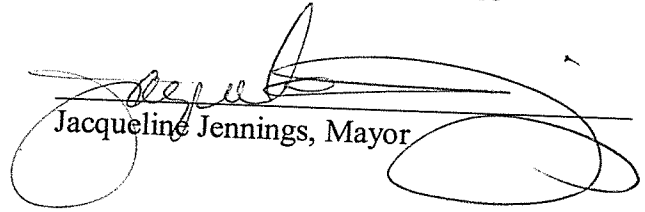
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material 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 of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

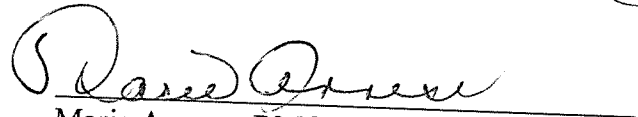
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to PERSONNEL - EXECUTIVE SALARIES, AFSCME CONTRACT
LESA CONTRACT

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 - 148

A RESOLUTION AWARDING A BID FY 2007 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE

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

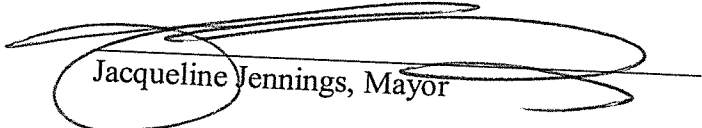
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of SMB Paving LLC, 1779 Delsea Drive, Deptford, New Jersey 08096 in the amount of \$98,494.75 (representing items 1 through 18 of the base bid); and

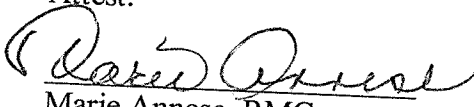
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of October, 2008, that the bid be accepted as per the attached recommendation of the Township Engineer.

BE IT FURTHER RESOLVED, that the bid 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.

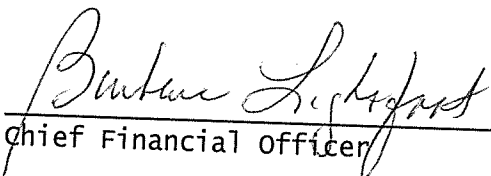
Resolution Date: 10/28/08
Resolution Number: 2008-148

Vendor: SMB SMB PAVING LLC
 1779 DELSEA DR
 DEPTFORD, NJ 08096

Contract: C8-00015 SMB EVERGREEN RESURFACING

Account Number	Amount	Department Description
C-04-55-907-000-912	98,494.75	GENERAL CAPITAL 2007
Total	98,494.75	

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

Acting 
Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

Michael D. Vena, PE, PP, CME
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)

October 21, 2008

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

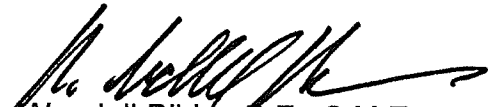
**Re: Township of Willingboro
FY 2007 NJDOT Trust Fund Resurfacing
Of Evergreen Drive
Our File #0338T075**

Dear Ms. Diggs:

We have tabulated the bids received on October 10, 2008, with reference to the above-captioned project and find the lowest bidder to be SMB Paving LLC, 1779 Delsea Drive, Deptford, NJ 08096 in the amount of \$98,494.75 representing items 1 through 18 of the Base Bid.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be SMB Paving. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.


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

Enclosure

cc: Mayor & Council, c/o Marie Annese, Clerk
Michael Armstrong, Township Solicitor
Richard Brevogel, Director of Public Works

S:\Willingboro\0338T075 - FY 2007 NJDOT Trust Fund Resurfacing of Evergreen Drive\AWARD
RECOMMENDATION LTR..DOC

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RECEIVED
OCT 27 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Township of Willingboro
FY 2007 NJDOT Trust Fund – Resurfacing
Of Evergreen Drive
Our File #0338T075
October 21, 2008
Page 2

R&V Distribution

Richard G. Arango
Syreeta Paul
Raymond D. Longmore
Greg Sullivan
Hasson Shipman
Elaine Lashley

MEMORANDUM

TO: K. Wendell Bibbs, PE, CME
FROM: LaQwanda Dews
RE: FY2007 NJDOT Trust Fund Resurfacing of Evergreen Drive
Project No.: 0338T075
DATE: September 15, 2008

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
SMB Paving LLC	\$98,494.75
American Asphalt Company, Inc.	\$102,083.00
Meredith Paving Corporation	\$107,809.50

The average bid price is:	\$102,795.75
Engineer's Estimate for this project:	\$131,596.00

The lowest bidder is:	SMB Paving LLC
The highest bidder is:	Meredith Paving Corporation

I HEREBY CERTIFY THIS TO BE A TRUE COPY THAT OF WHICH IS ON FILE IN THE OFFICE OF THE TOWNSHIP CLERK, TOWNSHIP OF WILLINGBORO , COUNTY OF BURLINGTON, STATE OF NEW JERSEY.
DATE
MARIE ANNESE, CLERK

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: FY 2007 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE
 PROJECT NUMBER: 03381075
 CLIENT: TOWNSHIP OF WILLINGBORO

SMB Paving LLC
 1779 Delsea Drive
 Deptford, NJ 08096
 (609) 805-5073
 BB-10% all docs seem to be in order

American Asphalt Company, Inc.
 116 Main Street
 West Collingswood Hgts, NJ
 (856) 456-2899
 BB - 10% all docs seem to be in order

Meredith Paving Corporation
 1300 Union Landing Rd
 Riverton, NJ 08077
 (856) 829-4343
 BB - 10% all docs seem to be in order

#	DESCRIPTION	QUANTITY & UNITS	SMB Paving LLC		American Asphalt Company, Inc.		Meredith Paving Corporation	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	NO ITEM	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	MILLING, 2" THICK SUPERPAVE HOT MIX ASPHALT	4700 SY	\$4.00	\$18,800.00	\$1.55	\$7,285.00	\$3.46	\$16,262.00
3	9.5M64 SURFACE COURSE, 2" THICK	580 TON	\$78.25	\$45,385.00	\$87.95	\$51,011.00	\$83.00	\$48,140.00
4	HOT MIX ASPHALT PAVEMENT REPAIR PRIOR TO OVERLAY	220 SY	\$35.00	\$7,700.00	\$60.85	\$13,387.00	\$28.00	\$6,160.00
5	SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE	350 LF	\$4.00	\$1,400.00	\$1.55	\$542.50	\$1.00	\$350.00
6	TACK COAT	700 GAL	\$1.00	\$700.00	\$0.01	\$7.00	\$1.00	\$700.00
7	NO ITEM	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	TRAFFIC DIRECTORS, FLAGGERS (IF & WHERE DIRECTED)	32 HR	\$42.00	\$1,344.00	\$42.00	\$1,344.00	\$42.00	\$1,344.00
9	RESET VENT/VALVE BOXED (IF & WHERE DIRECTED)	5 UN	\$0.01	\$0.05	\$32.35	\$161.75	\$10.00	\$50.00
10	CONCRETE SURFACE COURSE, REINFORCED, 8" THICK	50 SY	\$125.00	\$6,250.00	\$156.70	\$7,835.00	\$150.00	\$7,500.00
11	MONOLITHIC ROLLED CURB AND GUTTER	270 LF	\$35.00	\$9,450.00	\$39.80	\$10,746.00	\$52.00	\$14,040.00
12	CONCRETE SIDEWALK, 4" THICK PUBLIC SIDEWALK CURB RAMP	35 SY	\$50.00	\$1,750.00	\$68.85	\$2,409.75	\$75.00	\$2,625.00
13	DETECTABLE WARNING, TRUNCATED DOWNS, BRICK MAINTENANCE AND PROTECTION	55 SF	\$30.00	\$1,650.00	\$61.85	\$3,401.75	\$45.00	\$2,475.00
14	OF TRAFFIC	1 LS	\$750.00	\$750.00	\$340.25	\$340.25	\$3,900.00	\$3,900.00
15	TOPSOILING, 4" THICK	70 SY	\$5.00	\$350.00	\$6.55	\$458.50	\$10.00	\$700.00
16	FERTILIZING AND SEEDING, TYPE A-3	70 SY	\$0.01	\$0.70	\$1.60	\$112.00	\$10.00	\$700.00
17	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN	2200 LF	\$1.00	\$2,200.00	\$1.00	\$2,200.00	\$0.95	\$2,090.00
18	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC (IF & WHERE DIRECTED)	170 LF	\$4.50	\$765.00	\$4.95	\$841.50	\$4.55	\$773.50
Base Bid				\$98,494.75		\$102,083.00		\$107,809.50

I hereby certify that this is a true copy of the bids received on 10/10/08

[Signature]
 (Engineer)
 10/21/08

Best copy of
Res 2008-149
+ 3 original
agreements.
10/29/08

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2008 - 149**

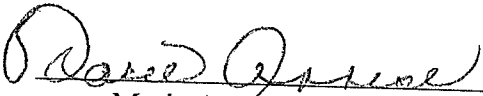
**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARING
AVAILABLE RESOURCES EFFICIENTLY (SHARE) GRANT AGREEMENT
WITH THE STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY
AFFAIRS**

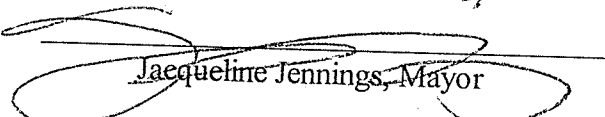
WHEREAS, the Township Council of the Township of Willingboro received notice from the SHARE Program of its eligibility to receive a SHARE Grant in the amount of \$65,629.00; and

WHEREAS, the purpose of the award is to enable 15 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Willingboro, that the Township Council does hereby accept the award of \$65,629.00, to enable 15 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

BE IT FURTHER RESOLVED, that the on this 28th day of October, 2008, in open public session, the Mayor of the Township of Willingboro be and is hereby authorized to executed a Grant Agreement with the New Jersey Department of Community Affairs on behalf of the Township of Willingboro and all other local units that are party to the SHARE Grant Agreement, and upon execution of said Agreement, the Township of Willingboro does accept the Terms and Conditions specified int eh Agreement in connection to with this grant award.


Marie Annese, Clerk, RMC


Jacqueline Jennings, Mayor

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

CERTIFICATION

I, Marie Annese, RMC, Clerk of the Township of Willingboro 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 the Governing Body at its meeting of October 28, 2008.



October 29, 2008

Ms. Susan Jacobucci, Director
Division of Local Government Services
Department of Community Affairs
101 South Broad Street
PO Box 803
Trenton, New Jersey 08625-0803

Attention: Debbie Rubin

**RE: SHARE Grant – SFT2009
2008-04665-2935-00
\$65,629.00**

Dear Ms. Rubin::

With regard to the above, enclosed are three signed copies of the Grant Agreement along with a certified copy of Resolution No. 2008 – 149 which was adopted by Willingboro Township Council at their meeting of October 28, 2008. We anticipate receipt of a fully executed agreement.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Encl.

Willingboro Township Municipal Complex

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

STATE OF NEW JERSEY

SHARING AVAILABLE RESOURCES EFFICIENTLY (**SHARE**) PROGRAM

GRANT AGREEMENT

Grant Agreement Number: 2008-04665-2935-00
Program: Sharing Available Resources Efficiently (**SHARE**)
Grant
Recipient: Township of Willingboro

New Jersey Department of Community Affairs
Division of Local Government Services

SHARE Program
(SHaring Available Resources Efficiently)

**Instructions for Completing the SHARE Grant Agreement
and Grant Administration Directions**

Please Read These Instructions Carefully and Completely!

Three copies of this Grant Agreement must be fully executed and returned to the SHARE Grant Program Office. Please follow these instructions to ensure that all required information is correctly submitted. Please contact the Program Office by e-mail at DLGS-Grants@dca.state.nj.us or at 609-984-3950 if you have any questions about these procedures.

Several items are included in your Grant Agreement:

1. A **Cover Page** with the Grant Agreement Number; the local unit function or program to which the grant is directed; and, the name of the grant recipient. All correspondence concerning the grant should refer to the information printed on the Cover Page and on the Data Sheet. In particular, the correspondence **must include the Grant Agreement Number** so that the Program can readily identify the grant.
2. A **Data Sheet** with the grant agreement number, recipient agency information and contact information for the State granting agency. The total amount and source of the grant funds, the grant period and the grant purpose are shown on this page. To be eligible for grant reimbursement, eligible grant related activity must take place within the grant/loan period.
3. A **Signature Page** that must be signed by the **Chief Executive Officer** of your local unit ("Grant Recipient" or "Recipient"). The signature of the **Municipal Clerk** and the **application of the municipal or governing body's seal to the contracts** on all three copies are also required. In addition, the form must be signed by the Director of the Division of Local Government Services (as SHARE Program Manager), and the Grant Approval Officer of the Department of Community Affairs. **All required signatures must be originals.**
4. The **General and Specific Terms and Conditions** that apply to all SHARE Grants. The General Terms and Conditions include "hold harmless" provisions and spending restrictions by the recipient with the use of SHARE Grant funds. The Specific Terms and Conditions set forth the procedures that must be followed by the recipient in fulfilling the Grant Agreement.
5. The Recipient's governing body must adopt a **Resolution** accepting the grant funds and Terms and Conditions of the Grant Agreement. The resolution must be originally signed and sealed by the Municipal Clerk and returned to the Program Office along with the required grant forms. A sample Resolution is provided for reference.

SHARE (Sharing Available Resources Efficiently) Grant Instructions

6. After completing all of the required grant documentation, **the following must be returned to the Program Office at:**

New Jersey Department of Community Affairs
Division of Local Government Services - SHARE Grants
P.O. Box 803
Trenton NJ 08625-0803

- a) **All three copies of the Grant Agreement.** Be sure that the Recipient's Chief Executive Officer and the Municipal Clerk have manually signed all copies in the appropriate spaces provided in Section II of the Agreement.
- b) The **approved resolution** originally signed and sealed by the Municipal Clerk.

Upon receipt of the Grant Agreement by the SHARE program office, the agreement is signed by the Division Director and then forwarded to the Department Grant Approval Officer for final signing. Signing by the Department Grant Approval Officer executes the Agreement. The Grant Recipient will be mailed an original copy of the Grant Agreement after it is executed by the Department.

Reimbursement and Reporting Requirements

All SHARE Grants are awarded on the basis of reimbursement. All requests for reimbursement and other related financial aspects of the grant must be submitted via the Department of Community Affairs' SAGE system. Requests for reimbursement may be requested at any time.

The SAGE generated Expense Report Financial Status Report (FSR), and Project Progress Report must be completed and submitted online with each payment request. The Payment Voucher must provide an accounting of expenditures charged to the grant during the report period. It must be prepared online, printed out and submitted, along with fully executed purchase orders, copies of cancelled checks (both sides) or other documentation deemed acceptable by Local Government Services/Department of Community Affairs serving as proof of payment.

Expense Report Financial Status Reports, Payment Vouchers and Project Progress Reports may be filed on an interim basis until the grant funds are fully spent. Final Reports are due upon completion of all spending and must accompany the final request for payment. **Please note that the required progress reports are due every three months even if there is no spending activity during the report period.**

All expenditures charged to the grant must be in keeping with the purpose of the grant, as specified in the Grant Agreement Data Sheet and consistent with the work plan and project description reference by the Scope of Work of the Grant Agreement. Please note that all purchases charged to the grant are subject to the appropriate provisions of the Local Public Contracts Law.

SHARE (Sharing Available Resources Efficiently) Grant Instructions

As noted in the Terms and Conditions section of the Grant Agreement, **upon completion of the project, the Recipient must submit a final written report to the Program Manager** highlighting the results and benefits derived from the joint service endeavor, especially indicating savings realized, efficiencies achieved, and the transferability of the project/program to other jurisdictions. This Final Performance Report must accompany the final request for payment and is in addition to the Final Project Progress Report. Payment will not be made without receipt of the Final Performance Report.

Any grant funds that are unexpended after submission of the Final Payment Voucher will **revert to the State**. A letter signed by the Chief Financial Officer should accompany the Payment Voucher stating that the unexpended funds are no longer needed and the grant balance can be cancelled.

Grant Modifications and Amendments

All grant funds **must be fully expended** or committed for spending by the end date specified on the attached Grant Agreement Data Sheet. Permission to carry grant balance beyond that date **must be requested in advance, in writing** by the Recipient, and **approved in writing** by the Program Manager. The Program Office must receive all such requests at least one month prior to the grant agreement termination date.

Requests for extension of the grant agreement period must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE. **Requests must be submitted at least 10 days in advance of when they are needed.**

Any proposed **changes** to the Grant Agreement or proposed changes to modify the amount or use of approved grant funds must be **requested in advance writing** by the Recipient and approved by the SHARE Program Office. In requesting changes, the Recipient must state the reason for the change, the amount of grant funds affected by the change, and any other relevant information concerning the change. Requests to change or modify approved use(s) or amount(s) of grant funds must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE.

Please note that the Program's authorization to approve changes is limited to changes that are within the original scope and purpose of the grant, as specified on the Grant Agreement Data Sheet. All proposed changes should be discussed with the SHARE program staff on an informal basis prior to making a formal request to the Program Office

All grant funds received must be included as part of the annual municipal audit.

Please call the SHARE Program staff immediately if there are any questions concerning this grant. All calls should be referred to Deborah Rubin at 609-984-3950 or by e-mail to *DLGS-Grants@dca.state.nj.us*.

In order to complete this transaction and accept the proposals offered by this Amendment, you must sign and return both copies. Return the two signed Amendments to:

John Rasimowicz
Department of Community Affairs, Division of Local Government Services
101 South Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

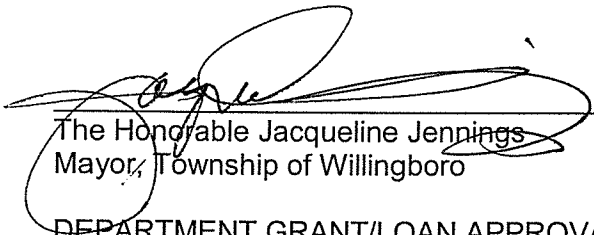
Upon execution, one fully signed original of this Amendment will be returned to you. When received, attach the executed Amendment to your copy of Agreement 2008-04665-2935-00 for audit purposes. Thank you.

Sincerely,



Susan Jacobucci, Director
Division of Local Government Services

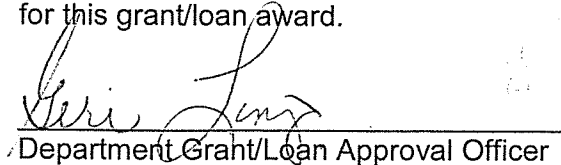
Recipient Acceptance of Terms:


The Honorable Jacqueline Jennings
Mayor, Township of Willingboro

3/3/09
Date

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.


Department Grant/Loan Approval Officer

3/10/09
Date

Attachment



State of New Jersey
 DEPARTMENT OF COMMUNITY AFFAIRS
 101 SOUTH BROAD STREET
 PO Box 800
 TRENTON NJ 08625-0800

JON S. CORZINE
 Governor

RECEIVED

AUG 12 2008

OFFICE OF THE TOWNSHIP CLERK
 WILLINGBORO, NEW JERSEY

JOSEPH V. DORIA, JR.
 Commissioner

August 7, 2008

The Honorable Jacqueline Jennings
 Mayor, Willingboro Township
 Municipal Complex
 One Salem Road
 Willingboro, New Jersey 08046

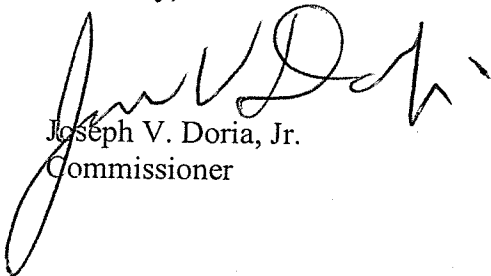
Dear Mayor Jennings:

On behalf of Governor Jon S. Corzine and the New Jersey Department of Community Affairs, I am pleased to inform you that Willingboro Township will receive a Sharing Available Resources Efficiently grant of \$65,629. This award will provide funds to enable 15 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Willingboro Township with the terms, conditions and requirements set forth therein. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Local Government Services at (609) 984-7764.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,



Joseph V. Doria, Jr.
 Commissioner



Debbie Rubin
Shane

984-3950

Docum:

Grant

Agreement

9/5



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

JON S. CORZINE
GOVERNOR

RECEIVED
SEP 09 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

JOSEPH V. DORIA, JR.
COMMISSIONER

September 4, 2008

The Honorable Jacqueline Jennings
Mayor, Willingboro Township
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

RE: Sharing Available Resources Efficiently (SHARE) Grant -SFY2009
Grant Agreement No.: 2008-04665-2935-00
Grant Amount: \$65,629.00

Dear Mayor Jennings:

As previously announced by Commissioner Joseph V. Doria, Jr., the Township of Willingboro has been awarded a Sharing Available Resources Efficiently (SHARE) Grant in the amount of \$65,629.00. This award will provide assistance to enable fourteen municipalities and Boards of Education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

This grant is administered by the Division of Local Government Services and is subject to the execution of the enclosed agreements and acceptance of the terms and conditions set forth therein.

Before executing the agreements, please read and follow the instructions carefully. You may contact Deborah Rubin, of my staff, at (609) 984-3950 if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

Susan Jacobucci, Director
Division of Local Government Services

SJ:jpr
Enclosures

STATE OF NEW JERSEY

SHARING AVAILABLE RESOURCES EFFICIENTLY (SHARE) PROGRAM

GRANT AGREEMENT

Grant Agreement Number:	2008-04665-2935-00
Program:	Sharing Available Resources Efficiently (SHARE) Grant
Recipient:	Township of Willingboro

New Jersey Department of Community Affairs
Division of Local Government Services

SHARE Program
(SHaring Available Resources Efficiently)

**Instructions for Completing the SHARE Grant Agreement
and Grant Administration Directions**

Please Read These Instructions Carefully and Completely!

Three copies of this Grant Agreement must be fully executed and returned to the SHARE Grant Program Office. Please follow these instructions to ensure that all required information is correctly submitted. Please contact the Program Office by e-mail at DLGS-Grants@dca.state.nj.us or at 609-984-3950 if you have any questions about these procedures.

Several items are included in your Grant Agreement:

1. A **Cover Page** with the Grant Agreement Number; the local unit function or program to which the grant is directed; and, the name of the grant recipient. All correspondence concerning the grant should refer to the information printed on the Cover Page and on the Data Sheet. In particular, the correspondence **must include the Grant Agreement Number** so that the Program can readily identify the grant.
2. A **Data Sheet** with the grant agreement number, recipient agency information and contact information for the State granting agency. The total amount and source of the grant funds, the grant period and the grant purpose are shown on this page. To be eligible for grant reimbursement, eligible grant related activity must take place within the grant/loan period.
3. A **Signature Page** that must be signed by the **Chief Executive Officer** of your local unit ("Grant Recipient" or "Recipient"). The signature of the **Municipal Clerk** and the **application of the municipal or governing body's seal to the contracts** on all three copies are also required. In addition, the form must be signed by the Director of the Division of Local Government Services (as SHARE Program Manager), and the Grant Approval Officer of the Department of Community Affairs. **All required signatures must be originals.**
4. The **General and Specific Terms and Conditions** that apply to all SHARE Grants. The General Terms and Conditions include "hold harmless" provisions and spending restrictions by the recipient with the use of SHARE Grant funds. The Specific Terms and Conditions set forth the procedures that must be followed by the recipient in fulfilling the Grant Agreement.
5. The Recipient's governing body must adopt a **Resolution** accepting the grant funds and Terms and Conditions of the Grant Agreement. The resolution must be originally signed and sealed by the Municipal Clerk and returned to the Program Office along with the required grant forms. A sample Resolution is provided for reference.

SHARE (Sharing Available Resources Efficiently) Grant Instructions

6. After completing all of the required grant documentation, **the following must be returned to the Program Office** at:

New Jersey Department of Community Affairs
Division of Local Government Services - SHARE Grants
P.O. Box 803
Trenton NJ 08625-0803

- a) **All three copies of the Grant Agreement.** Be sure that the Recipient's Chief Executive Officer and the Municipal Clerk have manually signed all copies in the appropriate spaces provided in Section II of the Agreement.
- b) The **approved resolution** originally signed and sealed by the Municipal Clerk.

Upon receipt of the Grant Agreement by the SHARE program office, the agreement is signed by the Division Director and then forwarded to the Department Grant Approval Officer for final signing. Signing by the Department Grant Approval Officer executes the Agreement. The Grant Recipient will be mailed an original copy of the Grant Agreement after it is executed by the Department.

Reimbursement and Reporting Requirements

All SHARE Grants are awarded on the basis of reimbursement. All requests for reimbursement and other related financial aspects of the grant must be submitted via the Department of Community Affairs' SAGE system. Requests for reimbursement may be requested at any time.

The SAGE generated Expense Report Financial Status Report (FSR), and Project Progress Report must be completed and submitted online with each payment request. The Payment Voucher must provide an accounting of expenditures charged to the grant during the report period. It must be prepared online, printed out and submitted, along with fully executed purchase orders, copies of cancelled checks (both sides) or other documentation deemed acceptable by Local Government Services/Department of Community Affairs serving as proof of payment.

Expense Report Financial Status Reports, Payment Vouchers and Project Progress Reports may be filed on an interim basis until the grant funds are fully spent. Final Reports are due upon completion of all spending and must accompany the final request for payment. **Please note that the required progress reports are due every three months even if there is no spending activity during the report period.**

All expenditures charged to the grant must be in keeping with the purpose of the grant, as specified in the Grant Agreement Data Sheet and consistent with the work plan and project description reference by the Scope of Work of the Grant Agreement. Please note that all purchases charged to the grant are subject to the appropriate provisions of the Local Public Contracts Law.

SHARE (Sharing Available Resources Efficiently) Grant Instructions

As noted in the Terms and Conditions section of the Grant Agreement, **upon completion of the project, the Recipient must submit a final written report to the Program Manager** highlighting the results and benefits derived from the joint service endeavor, especially indicating savings realized, efficiencies achieved, and the transferability of the project/program to other jurisdictions. This Final Performance Report must accompany the final request for payment and is in addition to the Final Project Progress Report. Payment will not be made without receipt of the Final Performance Report.

Any grant funds that are unexpended after submission of the Final Payment Voucher will **revert to the State**. A letter signed by the Chief Financial Officer should accompany the Payment Voucher stating that the unexpended funds are no longer needed and the grant balance can be cancelled.

Grant Modifications and Amendments

All grant funds **must be fully expended** or committed for spending by the end date specified on the attached Grant Agreement Data Sheet. Permission to carry grant balance beyond that date **must be requested in advance, in writing** by the Recipient, and **approved in writing** by the Program Manager. The Program Office must receive all such requests at least one month prior to the grant agreement termination date.

Requests for extension of the grant agreement period must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE. **Requests must be submitted at least 10 days in advance of when they are needed.**

Any proposed **changes** to the Grant Agreement or proposed changes to modify the amount or use of approved grant funds must be **requested in advance writing** by the Recipient and approved by the SHARE Program Office. In requesting changes, the Recipient must state the reason for the change, the amount of grant funds affected by the change, and any other relevant information concerning the change. Requests to change or modify approved use(s) or amount(s) of grant funds must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE.

Please note that the Program's authorization to approve changes is limited to changes that are within the original scope and purpose of the grant, as specified on the Grant Agreement Data Sheet. All proposed changes should be discussed with the SHARE program staff on an informal basis prior to making a formal request to the Program Office

All grant funds received must be included as part of the annual municipal audit.

Please call the SHARE Program staff immediately if there are any questions concerning this grant. All calls should be referred to Deborah Rubin at 609-984-3950 or by e-mail to DLGS-Grants@dca.state.nj.us.

STATE OF NEW JERSEY

SHARING AVAILABLE RESOURCES EFFICIENTLY (SHARE) PROGRAM

GRANT AGREEMENT

Grant Agreement Number: 2008-04665-2935-00

Program: Sharing Available Resources Efficiently (SHARE)
Grant

Recipient: Township of Willingboro

New Jersey Department of Community Affairs
Division of Local Government Services

SHARE Program
(SHaring Available Resources Efficiently)

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All grant funds received must be included as part of the annual municipal audit.

Please call the SHARE Program staff immediately if there are any questions concerning this grant. All calls should be referred to Deborah Rubin at 609-984-3950 or by e-mail to DLGS-Grants@dca.state.nj.us.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS

RECEIVED

MAR 18 2009



JON S. CORZINE
Governor

OFFICE OF THE TOWNSHIP CLERK JOSEPH V. DORIA, JR.
WILLINGBORO, NEW JERSEY Commissioner

February 19, 2009

The Honorable Jacqueline Jennings
Mayor, Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046



Re: Sharing Available Resources Efficiently 2008
Amendment #: 2008-04665-2935-01
Total Award Amount: \$102,226.00
(X) GRANT () LOAN

Dear Mayor Jennings:

The New Jersey Department of Community Affairs (Department) proposes to amend Agreement 2008-04665-2935-00 dated November 07, 2008 with this Amendment, 2008-04665-2935-01, between the Department and Township of Willingboro. Please review this amendment letter and its attachments carefully. It may implement additional ancillary amendment purposes and agreement changes in addition to those which may have been requested.

The proposed purpose(s) of this amendment is/are to:

- increase the award amount of the Agreement through the addition of \$36,597.00 in new funds, thereby raising the total award amount to \$102,226.00. Execution of this amendment will implement the new budget attached and designated as Section B.
- modify the source and/or distribution amongst sources of funds. The amended 'Funding Amount and Sources of Funds' is contained in the attached amended 'AGREEMENT DATA SHEET'.
- modify the project title and/or purpose of the grant/loan. The amended project title and/or purpose of grant/loan is/are contained on the attached amended 'AGREEMENT DATA SHEET'.
- modify components and/or service areas. The amended component(s) is/are contained in the new budget attached and designated as Section B. The amended service area(s) is/are contained in the attached amended 'AGREEMENT DATA SHEET'.



In order to complete this transaction and accept the proposals offered by this Amendment, you must sign and return both copies. Return the two signed Amendments to:

John Rasimowicz
Department of Community Affairs, Division of Local Government Services
101 South Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

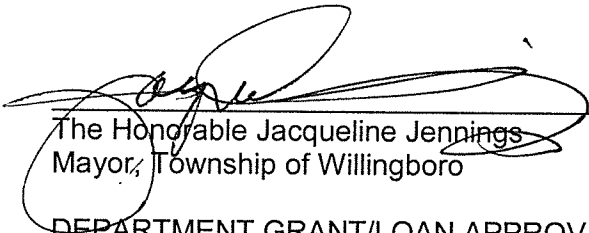
Upon execution, one fully signed original of this Amendment will be returned to you. When received, attach the executed Amendment to your copy of Agreement 2008-04665-2935-00 for audit purposes. Thank you.

Sincerely,



Susan Jacobucci, Director
Division of Local Government Services

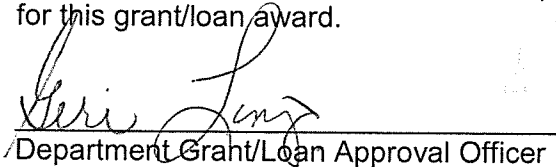
Recipient Acceptance of Terms:


The Honorable Jacqueline Jennings
Mayor, Township of Willingboro

3/3/09
Date

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.


Department Grant/Loan Approval Officer

3/10/09
Date

Attachment

AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME:
 PROJECT TITLE:
 SERVICE AREA(S):

Sharing Available Resources Efficiently 2008
 Municipal Regional Residential Trash Services
 Borough of Palmyra, Borough of Riverton, Borough of
 Wrightstown, City of Beverly, City of Burlington, Township of
 Bordentown, Township of Burlington, Township of Cinnaminson,
 Township of Delanco, Township of Delran, Township of
 Eastampton, Township of Edgewater Park, Township of Maple
 Shade, Township of Moorestown, Township of Mount Holly,
 Township of Riverside, Township of Springfield, Township of
 Tabernacle, Township of Westampton, Township of Willingboro

RECIPIENT INFORMATION

AGENCY NAME:
 ADDRESS:

 CHIEF FINANCIAL OFFICER:
 VENDOR ID #
 TELEPHONE NUMBER:
 CHARITIES REGISTRATION #:
 (Nonprofit Agencies Only)

Township of Willingboro
 Municipal Complex
 One Salem Road
 Willingboro, New Jersey 08046
 The Honorable Jacqueline Jennings
 V-216007381-99
 (609) 877-2200
 EX0000000

STATE INFORMATION

DEPARTMENT:
 DIVISION:
 ADDRESS:

 CONTACT PERSON:
 TELEPHONE NUMBER:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
 Division of Local Government Services
 101 South Broad Street
 P. O. Box 803
 Trenton, NJ 08625-0803
 John Rasimowicz
 (609) 984-7764

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (State Funds)	2009-100-022-8030-658-FFFF-6020	\$102,226.00	
SUBTOTAL		\$102,226.00	
OTHER FUNDS		\$14,607.00	
TOTAL		\$116,833.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **August 01, 2008 THROUGH: January 31, 2010**
 LENGTH OF AWARD PERIOD: **1 Year, 6 Months**
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **May 01, 2010**

PURPOSE OF GRANT/LOAN

This award will provide funding to enable 20 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

SECTION B

Grant Number: 2008-04665-2935-01

Budget Detail

Sharing Available Resources Efficiently 2008: Municipal Regional Residential Trash Services
 Willingboro Township

Budget Category	Requested Funds
ADM - Purchased Services	
Professional	
Consultant Costs	
Minor Category Sub-Total	\$102,226.00
Major Category Sub-Total	\$102,226.00
Total	\$102,226.00



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

RECEIVED

NOV 20 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

JON S. CORZINE
GOVERNOR

JOSEPH V. DORIA, JR.
COMMISSIONER

November 12, 2008

The Honorable Jacqueline Jennings
Mayor, Willingboro Township
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

RE: Sharing Available Resources Efficiently (SHARE) Grant -SFY2009
Grant Agreement No.: 2008-04665-2935-00
Grant Amount: \$65,629.00

Dear Mayor Jennings:

Enclosed please find a fully executed Grant Agreement for your municipality's recently approved SHARE Grant. You should retain this copy in your grant file for audit purposes.

Pursuant to the Terms and Conditions set forth in Section B-4 of the Grant Agreement, the Department of Community Affairs will reimburse expenditures by your municipality for approved grant purposes up to the maximum amount of the grant. Requests for reimbursement must be made by submitting, through SAGE, a Financial Status Report (FSR) Expense Report, Payment Voucher and Progress Report.

To request reimbursement under the SHARE Grant, the Expense Report FSR and Project Progress Reports should be completed and filed through the SAGE system. The Payment Voucher is to be completed online, printed and mailed to the SAGE Program Office. Along with the voucher, the recipient must forward copies of fully executed purchase orders, copies of cancelled checks (both sides) or other documentation deemed acceptable by Local Government Services/Department of Community Affairs documenting the expenditure of funds to be reimbursed by the Payment Voucher. The Payment Voucher must be signed and certified by the recipient's Chief Financial Officer. The Payment Voucher should also be marked Interim, if requesting partial reimbursement under the grant, or Final, if requesting the last or full reimbursement of the grant amount. If requesting Final payment, in addition to the Project Progress Report, a Final Report describing the benefits derived from the grant must also be attached.



The signed voucher and supporting documentation should be returned to the Division of Local Government Services at the following address:

Division of Local Government Services
SHARE Program
P.O. Box 803
Trenton, NJ 08625-0803

Payment will be issued via electronic transfer of funds to the account and financial institution identified by your municipality for the receipt of State aid monies.

Additional requests for reimbursement can be submitted at any time but not less than once every six months, in June and December of each year. These requests must use the Payment Voucher, even if no expenditures were made, and include the completed Project Progress Report.

The Department looks forward to working with you to bring this project to a successful completion. Please contact Deborah Rubin, of my staff, at 609-984-3950, if you have any questions concerning the payment process or the grant.

Sincerely,



Susan Jacobucci, Director
Division of Local Government Services

SJ:jpr
Enclosures



EXECUTED GRANT AGREEMENT

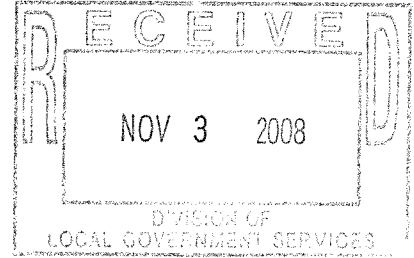
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARING AVAILABLE RESOURCES EFFICIENTLY (SHARE)

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

True copy



STATE OF NEW JERSEY

SHARING AVAILABLE RESOURCES EFFICIENTLY (**SHARE**) PROGRAM

GRANT AGREEMENT

Grant Agreement Number: 2008-04665-2935-00

Program: Sharing Available Resources Efficiently (**SHARE**)
Grant

Recipient: Township of Willingboro

New Jersey Department of Community Affairs
Division of Local Government Services

SHARE Program
(Sharing Available Resources Efficiently)

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All expenditures charged to the grant must be in keeping with the purpose of the grant, as specified in the Grant Agreement Data Sheet and consistent with the work plan and project description reference by the Scope of Work of the Grant Agreement. Please note that all purchases charged to the grant are subject to the appropriate provisions of the Local Public Contracts Law.

SHARE (Sharing Available Resources Efficiently) Grant Instructions

As noted in the Terms and Conditions section of the Grant Agreement, **upon completion of the project, the Recipient must submit a final written report to the Program Manager** highlighting the results and benefits derived from the joint service endeavor, especially indicating savings realized, efficiencies achieved, and the transferability of the project/program to other jurisdictions. This Final Performance Report must accompany the final request for payment and is in addition to the Final Project Progress Report. Payment will not be made without receipt of the Final Performance Report.

Any grant funds that are unexpended after submission of the Final Payment Voucher will **revert to the State**. A letter signed by the Chief Financial Officer should accompany the Payment Voucher stating that the unexpended funds are no longer needed and the grant balance can be cancelled.

Grant Modifications and Amendments

All grant funds **must be fully expended** or committed for spending by the end date specified on the attached Grant Agreement Data Sheet. Permission to carry grant balance beyond that date **must be requested in advance, in writing** by the Recipient, and **approved in writing** by the Program Manager. The Program Office must receive all such requests at least one month prior to the grant agreement termination date.

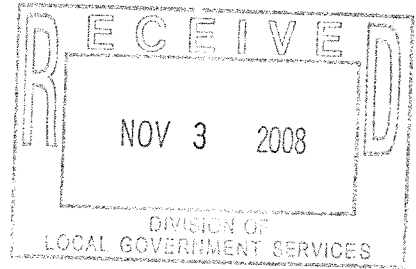
Requests for extension of the grant agreement period must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE. **Requests must be submitted at least 10 days in advance of when they are needed.**

Any proposed **changes** to the Grant Agreement or proposed changes to modify the amount or use of approved grant funds must be **requested in advance writing** by the Recipient and approved by the SHARE Program Office. In requesting changes, the Recipient must state the reason for the change, the amount of grant funds affected by the change, and any other relevant information concerning the change. Requests to change or modify approved use(s) or amount(s) of grant funds must be submitted and will be approved using the Department's on-line electronic system for administration of grants, SAGE.

Please note that the Program's authorization to approve changes is limited to changes that are within the original scope and purpose of the grant, as specified on the Grant Agreement Data Sheet. All proposed changes should be discussed with the SHARE program staff on an informal basis prior to making a formal request to the Program Office

All grant funds received must be included as part of the annual municipal audit.

Please call the SHARE Program staff immediately if there are any questions concerning this grant. All calls should be referred to Deborah Rubin at 609-984-3950 or by e-mail to DLGS-Grants@dca.state.nj.us.



STATE OF NEW JERSEY

SHARING AVAILABLE RESOURCES EFFICIENTLY (SHARE) PROGRAM

GRANT/LOAN AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AND

Township of Willingboro

GRANT/LOAN AGREEMENT NUMBER: 2008-04665-2935-00

PROGRAM NAME: Municipal Regional Residential Trash Services

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. General Terms and Conditions
- B. Specific Terms and Conditions;
- C. Sample Resolution;
- D. Payment Voucher; and
- E. Progress Report.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998, as Revised June 2005. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document along with this grant agreement.

GRANT/LOAN AGREEMENT NUMBER: 2008-04665-2935-00

AGREEMENT DATA SHEET

(X) GRANT () LOAN

RECIPIENT INFORMATION

AGENCY NAME: Township of Willingboro
ADDRESS: Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

CHIEF FINANCIAL OFFICER: The Honorable Jacqueline Jennings
VENDOR ID #: V-216007381-99
TELEPHONE NUMBER: (609) 877-2200

STATE INFORMATION

DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Local Government Services
ADDRESS: 101 South Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

CONTACT PERSON: John Rasimowicz
TELEPHONE NUMBER: (609) 984-7764

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT #</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1	2009-100-022-8030- 658-FFFF-6020	65,629.00	
2			
3			
SUBTOTAL		\$65,629.00	
Other Funds		\$ 4,073.00	
Total		\$ 69,702.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: August 01, 2008 THROUGH: January 31, 2010

LENGTH OF AWARD PERIOD: 1 Year, 6 Months

LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: May 01, 2010

PURPOSE OF GRANT/LOAN

This award will provide funding to enable 15 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

DEPARTMENT AND RECIPIENT AGREEMENT SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Work, Section B. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient. A copy of the General Terms and Conditions for Administering a Grant/Loan will be provided to the grantee along with this grant agreement.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED:

BY: Jaqueline Jennings
Mayor's Printed Name

[Signature]
Mayor's Signature

DATE: 9/23/08

ATTEST: (Affix Seal) [Signature]

BY: [Signature]
Printed Name: Municipal Clerk/Secretary to the
Governing Body

MARIE ANNUNZI
Signature: Municipal Clerk/Secretary to the
Governing Body

FOR STATE USE ONLY:

COUNTERSIGNED:

Division of Local Government Services

BY: [Signature]
Susan Jacobucci, Director

DATE: 11-3-2008

Grant Approval Officer Certification

I attest that sufficient funds have been appropriated by the State Legislature to cover the current State fiscal year portion of the award.

BY: [Signature]
Department Grant Approval Officer

DATE: 11/5/08

A. General Terms and Conditions

In signing the Grant Agreement, the Recipient agrees to administer the grant in accordance with the General and Specific Terms and Conditions set forth herein.

1. INDEMNIFICATION

The Recipient shall be responsible for and shall indemnify and keep, save and hold the State of New Jersey harmless from and against any and all liability for any and all damages, loss, costs, charges or expenses of any kind or nature whatsoever including, but not limited to, any and all liability resulting from any and all mental and physical injuries or disabilities, including death, to employees or recipients of the services or to other persons, or from any and all economic loss or damage to property sustained in connection with the delivery of the services which results from any acts or omissions, including negligence or malpractice of officers, directors, employees, agents, servants or independent contractors, or from failure to provide for the safety and protection of employees, whether or not due to negligence, fault or default. Liability under the agreement shall continue after the termination of the agreement with respect to any liability, damage, loss, costs, charge or expense resulting from acts or omissions occurring prior to termination.

2. PERIOD OF AVAILABILITY OF FUNDS

The Recipient may charge only costs resulting from obligations made during the funding period of the award as specified in the attached data sheet. Costs incurred by the Recipient prior to a fully executed Grant Agreement between the Recipient and the Department are at the Recipient's own risk should funding not occur.

B. Specific Terms and Conditions

1. METHOD OF PAYMENT

All grant funds received pursuant to this agreement shall be awarded to the Recipient as reimbursement of costs incurred and shall be based on the receipt of required financial documentation, as set forth herein.

2. RESOLUTION TO ACCEPT GRANT FUNDS

All grant funds received, pursuant to this agreement, shall be accepted by **resolution** of the full membership of the Recipient's Governing Body, and a copy of a fully executed resolution **sealed by the Municipal Clerk** shall be returned to the SHARE Program Office (hereinafter referred to as the Program) as part of this agreement. **(All signatures required in executing this grant agreement must be original signatures.)**

The resolution accepting the funds shall be adopted by the lead agency for the SHARE Grant. The resolution shall acknowledge the General and Specific Terms and Conditions of this agreement. A sample resolution is included for reference.

3. FUNDING PERIOD

All grant funds received, pursuant to this agreement, shall be fully expended or committed for spending as of the end date specified in the attached grant agreement data sheet. Expenditures made prior to the grant agreement funding period are not eligible for reimbursement.

Carryover of any unobligated grant balance beyond the grant termination date requires prior written approval from the Program in the form of a grant amendment. Requests for time extensions must be requested and will be approved via the SAGE system.

4. FINANCIAL REPORTING

a) To obtain reimbursement, the Recipient is required to submit a SAGE generated Financial Status Report (FSR) Expense Report, Payment Voucher and **Project Progress Report**. The Expense Report FSR and Project Progress Reports should be completed and filed through the SAGE system. The Payment Voucher is to be completed online, printed and mailed to the SAGE Program Office. Along with the voucher, the recipient must forward copies of fully executed purchase orders, copies of cancelled checks (both sides) or other documentation deemed acceptable by Local Government Services/Department of Community Affairs documenting the expenditure of funds to be reimbursed by the Payment Voucher. **The Payment Voucher must be signed and certified by the Recipient's Chief Financial Officer.**

b) If a balance remains after the initial Expense Report FSR and Payment Voucher are submitted to the Division, and the Recipient continues to incur costs against that balance, subsequent requests for reimbursement shall be forwarded to the Program, as required below:

b-1) Interim Expense Report FSRs, Payment Vouchers, Project Progress Reports, and requests for reimbursement of costs incurred may be forwarded to the Program Office at any time, but not less than once every three months. At a minimum, such reports shall be forwarded to the Division before the end of March, June, September and December of each year, with the first such report being due on or about November 15, 2008. The Project Progress Report shall summarize the type and status of expenditures made, and any remaining grant balances as of the date of the report. **The quarterly Project Progress reports are required, even if there has been no spending activity during the report period.**

b-2) Upon the proper expenditure of all grant funds, a Final Expense Report FSR and Payment Voucher shall be forwarded to the Program Office. The final Payment Voucher shall provide a listing of all expenditures made in compliance with the purpose(s) set forth in this agreement since the last previous Payment Voucher was submitted. The Payment Voucher shall be clearly marked Final Payment Request. Upon completion of the grant project, a final Project Progress Report is due. Final payment will be withheld until the Report on Project Performance is received (Item 6).

5. UNEXPENDED FUNDS

A letter signed by the Chief Financial Officer should accompany the Final Payment Voucher stating that the remaining unexpended funds are no longer needed and can be cancelled. After payment of the final voucher, all unexpended funds shall revert to the State.

6. REPORT ON PROJECT PERFORMANCE

Upon completion of the project, the Recipient shall submit a written report to the Program Manager highlighting the benefits derived from the SHARE Grant, including savings realized, efficiencies achieved and the transferability of the project/program to other jurisdictions. This report is in addition to the Final Project Progress Report. Final Reports are due upon completion of all spending and must accompany the Final Payment Voucher.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this grant agreement is recorded within and administered utilizing SAGE, the DCA System for Administering Grants Electronically. SAGE can be accessed at (<https://nidcasage.state.nj.us/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

All references within this grant agreement to Recipient's responsibility to submit documentation requesting or supporting changes to this grant agreement or requesting reimbursement under the terms of this agreement shall mean submission via the SAGE system unless otherwise noted or directed. All requests for reimbursement of approved grant related expenditures shall be submitted via the SAGE system.

8. AGREEMENT MODIFICATION

Any request to change the approved use or amount of grant funds shall be made by the recipient via the SAGE system. The Recipient shall state the reason for the requested change, the amount of grant funds affected by the change and any other relevant information concerning the change. All changes are subject to the Program Manager's **written prior approval** and any spending that occurs in the absence of such approval may not be subject to reimbursement. Approval or rejection of requests to modify this grant agreement will be conveyed to the recipient via SAGE.

Requests must be submitted at least 10 days in advance of when they are needed.

9. SCOPE OF WORK

The purpose of this grant is to assist in the financing to enable 15 municipalities and boards of education to look at alternative solid waste collection methods that will allow regionalization and shared services in the methodology of residential solid waste collection.

The Scope of Work shall be as contained in SAGE under Grant Agreement #2008-04665-2935-00 as approved by the Department. The following sections of the SAGE grant record are hereby incorporated by reference as a binding part of the agreement:

- 1) The complete list of current objectives within the Section entitled, Work Plan-Objectives; and,
- 2) The approved use of grant monies within the Section entitled, Work Plain-Scope of Services shall not exceed the total award as shown on the agreement data sheet found on page 2 of the grant agreement.

RESOLUTION NO. 2008 - 150

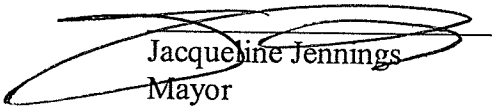
**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN AGREEMENT WITH
AFSCME**

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827 and the Township of Willingboro have concluded collective labor negotiations; and


WHEREAS, it is appropriate 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 25th day of November, 2008, that:

- A. The attached collective negotiation agreement is approved, covering The period January 1, 2008 through December 31, 2011.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, Local 3827.
- C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their 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"/>			



RECEIVED

DEC 4 - 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

November 26, 2008

Ms. Dionne Bolden
President AFSCME
District Council 71, Local 3827

Dear Ms. Bolden:

Attached is a certified copy of Resolution No. 2008 – 150 which was adopted by Willingboro Township Council at their meeting of November 25th. Also attached are three copies of the contract which are to be signed. Upon completion one fully executed copy is to be returned to me.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2008 - 150

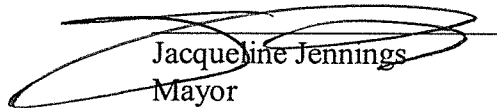
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- C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their information and attention.


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"/>			

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

District Council 71, Local 3827

And The

TOWNSHIP OF WILLINGBORO

For The Period

January 1, 2008 - December 31, 2011

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This Agreement, is made and entered into this 28th day of October 2008, by and between the Township Council of the Township of Willingboro, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township"; and AFSCME Council 71, Local 3827 hereafter referred to as the "Union";

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

1. GENERAL PURPOSE:

1.1 This Agreement is entered into in order to promote harmonious relations between the Township and the Union to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

1.2 It shall be the mutual objective of the Union and the Township to provide for uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this Agreement.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for 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 purposes of this contract without regard to actual Union membership.

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Township recognizes, in accordance with the Certification issued by the Public Employment Relations Commission, the Union as the sole and exclusive collective negotiating representative for the job titles specified in the Certification issued to the Union by the Public Employment Relations Commission [PERC] pursuant to the "Agreement for Consent Election" dated August 6, 1991, as follows:

**Account Clerk
Administrative Clerk
Animal Control Officer
Animal Control Officer II
Assessing Clerk
Building Maintenance Worker
Building Maintenance Worker/Low Pressure License
Clerk
Clerk Driver
Clerk Typist
Code Enforcement Officer
Crime Prevention Aide/Typist
Data Entry Machine Operator
Director of Welfare
Fire Official
Fire Prevention Specialist
Machine Operator
Omnibus Driver
Permit Clerk
Police Records Clerk Typist
Principal Account Clerk
Principal Assessing Clerk Typist
Principal Clerk Typist
Principal Data Entry Machine Operator
Principal Payroll Clerk
Principal Permit Clerk
Principal Tax Clerk
Program Coordinator
Purchasing Agent
Recreation Aide
Recreation Leader
Recreation Supervisor
Registrar of Vital Statistics
Senior Account Clerk
Senior Assessing Clerk
Senior Building Maintenance Worker
Senior Cashier
Senior Clerk Driver
Senior Clerk Transcriber**

Senior Clerk Typist
Senior Data Entry Machine Operator
Senior Payroll Clerk
Senior Police Records Clerk Transcriber
Senior Tax Clerk
Supervisor of Criminal Information Records
Tax Clerk
Technical Assistant to Construction Code Official
Training Officer

Grade Classifications

A-2	Clerk	A-10	Administrative Clerk
A-4	Account Clerk		Animal Control Officer
	Assessing Clerk		Recreation Leader
	Clerk Driver		Senior Building Maintenance
	Clerk Typist		Worker
	Data Entry Machine Operator	A-12	Director of Welfare
	Permit Clerk		Registrar of Vital Statistics
	Social Service Assistant/Typing		Supervisor of Criminal Information
	Tax Clerk		Records
A-6	Building Maintenance Worker	A-14	Animal Control Officer II
	Omnibus Operator		Code Enforcement Officer
A-7	Crime Prevention Aide/Typist		Program Coordinator
	Recreation Aide		Training Officer
	Senior Account Clerk	A-15	Recreation Supervisor
	Senior Assessing Clerk		Senior Code Enforcement Officer
	Senior Cashier	A-17	Fire Official
	Senior Clerk Driver		Fire Prevention Specialist
	Senior Clerk Transcriber		Purchasing Agent
	Senior Clerk Typist		
	Senior Data Entry Machine Operator		
	Senior Payroll Clerk		
	Senior Police Records Clerk Transcriber		
	Senior Permit Clerk		
	Senior Tax Clerk		
	Technical Assistant to Const. Code Official		
A-9	Building Maintenance Worker – Low Pressure License		
	Machine Operator		
	Principal Account Clerk		
	Principal Assessing Clerk		
	Principal Clerk Transcriber		
	Principal Clerk Typist		
	Principal Data Entry Machine Operator		
	Principal Payroll Clerk		
	Principal Permit Clerk		
	Principal Tax Clerk		

3.2 Specifically excluded are all other employees of the Township, including, but not limited to Department of Public Works employees, Managers, Executive or Confidential employees, including all employees in the Office of the Township Manager, the Office of the Township Clerk, and the Office of the Municipal Court, Supervisors; Craft Employees; Police, Crossing Guards, Special Law Enforcement Officers and Casual Employees.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized; except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations thirty [30] days before the implementation of the rules and regulations; and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

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 Civil Service, 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 No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of this Agreement, unless the parties agree in writing to waive the conflicting provision.

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

5.4 An aggrieved person must first reduce the grievance to writing and submit it to the appropriate Department Head within fifteen [15] calendar days of the occurrence of the event giving rise to the grievance or within fifteen [15] calendar days of when the aggrieved person should reasonably have known of its occurrence. 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. The Department Head shall attempt to adjust the matter within seven [7] business days by meeting with the aggrieved person and shall render a decision in writing, within seven [7] days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Department Head where the written grievance is to be considered by the Department Head.

5.5 If the aggrieved person is not satisfied with the decision rendered in Section 5.4 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven [7] days after the decision is rendered or after the expiration of the period provided for in Section 5.4 if no decision is rendered. The written grievance shall include the information set forth in Section 5.4 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the President of Local 3827 and to Council 71. The Township Manager shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the meeting.

5.6 If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

5.7. A grievance that does not address an issue affecting a specific employee, shall be presented, by the Union, in writing, directly to the Township Manager. The Township Manager shall meet with a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the hearing.

6. DISCIPLINARY PROCEEDINGS:

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.

7. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

7.1. An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Agreement. A formal step of the grievance procedure shall be defined as any step after the department head level.

7.2. An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

7.3. An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.

7.4. No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

7.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

7.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. Part-time employees with continuous service to the township, who have become full-time employees, will have their part-time service pro-rated.

8.2 If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

8.3 The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4 Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.

8.5 Whenever decisions are required to be made between two or more employees with respect to demotions [other than disciplinary], layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

8.6 The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

9. JOB POSTING:

9.1 All vacancies or all newly-created positions, will be posted on a designated bulletin board for ten [10] days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

9.2 The Township will post a notice within five [5] days after filling the vacancy or newly-created position with the name of the individual selected.

10. SALARY:

The schedule below is established as the annual salary rates in effect for members of the bargaining unit during the term of this Agreement:

SALARY SCALE 2008 - 2011

Grade	Increment	A	B	C	D	E	F	G	H	I	J	K	L
2	800	30,162	31,368 4.00%	32,623 4.00%	33,928 4.00%	35,285 4.00%	36,697 4.00%	38,165 4.00%	39,691 4.00%	41,279 4.00%	42,724 3.50%	44,219 3.50%	45,767 3.50%
4	800	32,225	33,514 4.00%	34,855 4.00%	36,249 4.00%	37,699 4.00%	39,207 4.00%	40,775 4.00%	42,406 4.00%	44,102 4.00%	45,646 3.50%	47,243 3.50%	48,897 3.50%
6	800	34,490	35,870 4.00%	37,304 4.00%	38,797 4.00%	40,348 4.00%	41,962 4.00%	43,641 4.00%	45,386 4.00%	47,202 4.00%	48,854 3.50%	50,564 3.50%	52,334 3.50%
7	800	35,715	37,144 4.00%	38,629 4.00%	40,175 4.00%	41,781 4.00%	43,453 4.00%	45,191 4.00%	46,999 4.00%	48,878 4.00%	50,589 3.50%	52,360 3.50%	54,192 3.50%
9	800	38,337	39,870 4.00%	41,465 4.00%	43,124 4.00%	44,849 4.00%	46,643 4.00%	48,509 4.00%	50,449 4.00%	52,467 4.00%	54,303 3.50%	56,204 3.50%	58,171 3.50%
10	800	39,957	41,555 4.00%	43,217 4.00%	44,946 4.00%	46,744 4.00%	48,614 4.00%	50,558 4.00%	52,581 4.00%	54,684 4.00%	56,598 3.50%	58,579 3.50%	60,629 3.50%
12	1000	42,990	44,710 4.00%	46,498 4.00%	48,358 4.00%	50,292 4.00%	52,304 4.00%	54,396 4.00%	56,572 4.00%	58,835 4.00%	60,894 3.50%	63,025 3.50%	65,231 3.50%
14	1000	46,348	48,202 4.00%	50,130 4.00%	52,135 4.00%	54,221 4.00%	56,389 4.00%	58,645 4.00%	60,991 4.00%	63,430 4.00%	65,651 3.50%	67,948 3.50%	70,326 3.50%
15	1000	48,149	50,075 4.00%	52,078 4.00%	54,161 4.00%	56,328 4.00%	58,581 4.00%	60,924 4.00%	63,361 4.00%	65,895 4.00%	68,202 3.50%	70,589 3.50%	73,059 3.50%
16	1000	49,386	51,361 4.00%	53,416 4.00%	55,553 4.00%	57,775 4.00%	60,086 4.00%	62,489 4.00%	64,989 4.00%	67,588 4.00%	69,954 3.50%	72,402 3.50%	74,936 3.50%
17	1000	52,035	54,116 4.00%	56,281 4.00%	58,532 4.00%	60,874 4.00%	63,309 4.00%	65,841 4.00%	68,475 4.00%	71,213 4.00%	73,706 3.50%	76,286 3.50%	78,956 3.50%

Employees currently being paid a salary as designated in the lettered positions above, representing calendar years, shall remain at that lettered position for the remainder of 2008, with the understanding that calendar year increment thereafter shall be made as detailed in, and consistent with, this section.”

10.1 It is the intention of this Agreement to provide an increase in the annual salaries of all titles covered by this Agreement January 1, 2008 through December 31, 2011.

10.2 Any retroactive salary adjustments provided by this Agreement shall be made 90 days after ratification and execution of this Agreement by the parties.

10.3 It is understood and agreed that the lettered positions in the salary schedule shall be subject to annual increments. At the beginning of each calendar year, the employees will be placed in the calendar year corresponding to the next designated lettered position in the salary schedule. Employees hired on or between July 1 and December 31, of each calendar year, will move to the next lettered position in the salary schedule at the beginning of the calendar year following one year of employment. It is further understood that if an employee is promoted to a higher position he or she shall receive a base salary that is at least equal to his or her previous base salary.

The annual salaries, as represented on the salary schedule, reflect the number of paydays in the year to obtain the amount due for each employee. To determine an hourly rate, the hourly rate shall be

computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.5 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two [2] weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.

11. HOLIDAYS:

11.1 The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

11.2 Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

11.3 If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the agreement, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

12. VACATION LEAVE:

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

12.1 For employees on a thirty-five [35] hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second year through, including the seventh year of employment
One hundred twenty-six hours	Eighth year through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth year of employment and thereafter
One hundred seventy-five hours	Eighteenth year of employment and thereafter

12.2 For employees on a forty [40] hour per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
One hundred twenty hours	Second year through, including the seventh year of employment
One hundred forty-four hours	Eighth year through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn vacation leave on pro-rated basis.

12.4 Earned vacation leave for one [1] calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5 An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

13. SICK LEAVE:

13.1. Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.

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

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 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. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13.5.1 Employees shall be entitled to family leave benefits as provided by the Family and Medical Leave Act [FMLA]. As part of the Township's Family leave policy, employees may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself, due to a medically verifiable disabling disease. An immediate family member is defined as a Spouse, Parent, Child or a person residing with the member and is dependent upon the member.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:

[1] an employee is absent for three [3] consecutive days, or;

[2] an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday. The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. An employee is absent in excess of ten [10] days in eight [8] consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the absence has reached eight [8] days within the eight [8] consecutive month period.

13.8 In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

13.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township, by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.

13.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

14. SICK LEAVE INCENTIVE:

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either:

- (a) a cash payment in the amount of three-days pay not to exceed \$500.00 dollars. It shall be payable within sixty [60] days after the end of the calendar year for which the incentive was earned, or
- (b) 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.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days, and the remaining day may be used without the advance notice requirement.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

For an employee who incurs a job related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less:

15.1. For employees employed five [5] years or less, the Township shall continue the full salary for a period of three [3] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.2. For employees employed more than five [5] years, the Township shall continue the full salary for a period of six [6] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.3. For employees employed more than ten [10] years, the Township shall continue the full salary for a period of nine [9] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.4 Employee's who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1 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 [70%] percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).

16.2 The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement or 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 more than three [3] year period, the payment shall be made in three installments with the first payment of one-third [1/3] of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty [30] days after the date of death; the second payment of an additional one-third [1/3] 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 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.

16.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

18. JURY LEAVE:

A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight [8] hours and the daily jury fee, provided that the employee [a] has notified his or her Department Head immediately upon receipt of a summons for jury duty; [b] the employee has not voluntarily sought jury service; [c] the employee is not attending jury duty during vacation and/or other time off from Township employment; [d] the employee submits adequate proof of the time served on the jury duty and the amount received for the service. If on any given day an employee is attending jury duty and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

An employee will be allowed the following time off in the case of the death of:

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time maintenance employee shall be provided with five [5] uniforms. Part-time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms by the Township. It shall be the

responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred cleaning and maintaining uniforms. Payments shall be made annually. The payment shall be pro-rated for part-time Officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this Agreement.

21.4 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next calendar year or, at the option of the Township, shall be paid for the unused compensatory time. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1 All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance personnel and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 Each employee shall be entitled to a one [1] hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 **Administrative and Clerical Employees.** Overtime will be paid at the rate of straight time for hours worked in excess of thirty-five [35] hours per week up to forty [40] hours per week, and at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.3.2 **Building Maintenance Employees and Animal Control Officers.** Overtime will be paid at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.4 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time.

22.5 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.

22.6 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.

22.7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in to work when not regularly scheduled to work shall be guaranteed at least two hours work.

22.10 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. TRAINING PROGRAMS:

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled in job-related courses on a, for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

24. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate Supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed One Hundred Twenty-Five [\$125] dollars, for the replacement of prescription eye-glasses.

25. INSURANCE:

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

25.1. Medical Insurance:

25.1.1 The Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to One Hundred [100%] percent of the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

25.1.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan, during the first (1st) year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.

25.1.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.1.1.

25.2. Group Dental Insurance:

25.2.1 For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.

25.2.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage, during the first (1st)

year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

25.2.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.2.1.

25.3. 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 comparable benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Union. The Township shall review and discuss any proposed changes with the Union. In the event that the Union 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.

25.4 A member who retires from the Township 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.

26. 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 as \$5,000; or 50 percent (whichever is less) of the premium for the waived insurance coverage, and \$60 per year for the waiver of Dental Coverage, for the entire length of this contract.

A member who elects the buy-back may, only for a life-changing event (divorce, marriage, death, etc.) return to health coverage with the Township, and be required to reimburse the Township a pro-rated amount.

27. UNION VISITATION & BUSINESS:

27.1. A properly designated representative of AFSCME Council 71, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.

27.2. The Township will provide release time, up to the equivalent of ten [10] days [eighty [80] hours] with pay, to one [1] employee per year for the purpose of attending Union conventions and meetings or for the conduct of Union business. The allowed time may be divided among more than one employee in units of one-half day [four [4] hours].

27.3. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

28. NOTIFICATION OF THE UNION OF PROPOSED LAYOFFS:

In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty [30] days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township's Treasurer and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the certification is provided to the Township's Treasurer.

29.2. **Representation Fee in Lieu of Dues:** The Township agrees, in accordance with 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 Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 30.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. FULL UNDERSTANDING AND PAST PRACTICES:

No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that 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 on the terms of this Agreement.

31. TERM OF AGREEMENT:

This Agreement shall be in full force and effect from January 1, 2008, through December 31, 2011, and for succeeding periods of **twelve [12] months** unless either party shall notify the other in writing prior to September 1, 2011, or prior to September 1st 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 Union have caused this Agreement to be executed by their proper officials.

ATTEST:

TOWNSHIP OF WILLINGBORO



**Marie Annese
Township Clerk**

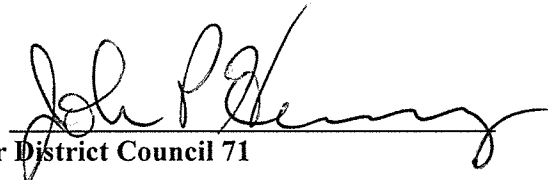
By

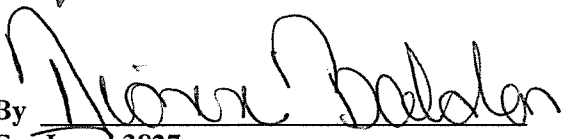


Mayor

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, District Council 71, Local 3827**

By 
For **District Council 71**

By 
For **Local 3827**



RECEIVED

DEC 4 - 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

November 26, 2008

Ms. Dionne Bolden
President AFSCME
District Council 71, Local 3827

Dear Ms. Bolden:

Attached is a certified copy of Resolution No. 2008 – 150 which was adopted by Willingboro Township Council at their meeting of November 25th. Also attached are three copies of the contract which are to be signed. Upon completion one fully executed copy is to be returned to me.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.



ZELLER & WIELICZKO, LLP

ATTORNEYS AT LAW

Allen S. Zeller • Matthew B. Wieliczko*

October 28, 2008

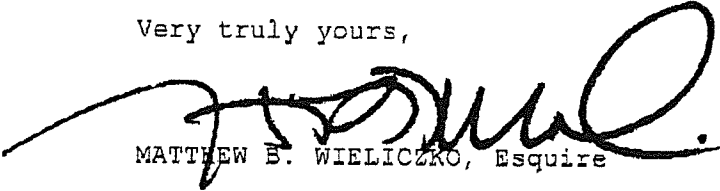
John M. Borelli**
Joanne Gacy Campbell**
Deena M. Greble**
Sandra J. Hyman**
Kevin B. Lacoorte
Dean R. WittmanVIA FAX AND REGULAR MAIL (609-835-0782)Joanne Diggs, Township Manager
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046*Also Member of NY Bar
**Also Member of PA Bar
*Also Member of DC BarRE: Collective Bargaining Agreement Between
American Federation of State, County and
Municipal Employees, AFL-CIO (AFSCME) and the
Township of Willingboro
Period: January 1, 2008 - December 31, 2011
Our File No: 6635-118-08

Dear Ms. Diggs:

It was a pleasure working with you over the last several weeks to discuss the above referenced matter, your past negotiations with AFSCME and the desire of both AFSCME 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, the most recent of which was late this afternoon, 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, consistent with our e-mail exchange of this afternoon.

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

3 cert. copies of
Res & 3 original
agreements to
Ser. A = 1/fee
✓ 10/29/08

TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON

RESOLUTION NO. 2008 - 151

RESOLUTION AUTHORIZING THE EXECUTION OF A NEW ESCROW AGREEMENT FOR DEVELOPMENT FEES FOR AFFORDABLE HOUSING, RESCINDING ANY PRIOR ESCROW AGREEMENTS, AND AUTHORIZING RELATED ACTIONS.

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

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

WHEREAS, on July 8, 2008, the Township Council adopted a resolution authorizing the Mayor to execute a prior version of the escrow agreement; and

WHEREAS, during the period in which discussions were taking place between Township representatives and its banking institution regarding certain provisions in the prior escrow agreement, COAH released a new model escrow agreement to be utilized by all New Jersey municipalities; and

WHEREAS, in order to comply with COAH's regulations, the Township hereby intends to rescind the prior, obsolete version of the escrow agreement previously signed by the Mayor, and to provide authorization for the Mayor to sign the escrow agreement attached hereto as Exhibit A, which is based upon the most recent COAH model form.

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

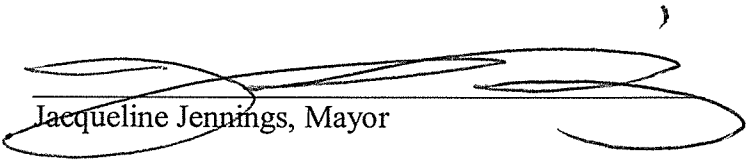
Section 1. The Township hereby rescinds any and all prior affordable housing escrow agreement signed by the Mayor on behalf of the Township.

Section 1. The Township hereby authorizes all necessary action to be taken by its Mayor, Administrator, Clerk, and attorneys in connection with the execution and delivery of the


Res. No. 2008 – 151 cont'd.

Escrow Agreement in the form attached hereto as Exhibit A or in any related form that may be necessary or advisable.

Section 2. This Resolution shall take effect immediately.


Jacqueline Jennings, Mayor

Attest:


Marie Annese, RMC
Township Clerk
10/28/08

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"/>			



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
 101 SOUTH BROAD STREET
 PO BOX 813
 TRENTON NJ 08625-0813
 (609) 292-3000
 FAX: (609) 633-6056
 coahmail@dca.state.nj.us

JON S. CORZINE
 Governor

RECEIVED
 NOV 10 2008
 OFFICE OF THE TOWNSHIP CLERK
 WILLINGBORO, NEW JERSEY
 Copy of [Signature]
 COAH file
 files 2008
 #151

JOSEPH V. DORIA, JR.
 Commissioner
 LUCY I. VANDENBERG
 Executive Director

November 10, 2008

Marie Annese, Clerk
 Township of Willingboro
 1 Salem Road
 Willingboro, NJ 08046

Dear Ms. Annese:

Enclosed is an executed original of the Escrow Agreement for the Affordable Housing Trust Fund for the Township of Willingboro. A second executed original is being forwarded to TD Bank under copy of this letter.

COAH has retained the third executed original of the agreement for our files.

If you have any questions, please call Larissa DeGraw at (609) 633-9575.

Sincerely,

Lucy Vandenberg

Lucy Vandenberg
 Executive Director

Enclosure

- cc: Branch Manager, TD Bank Willingboro (original)
- Frank Fresca, TD Bank VP (copy)
- Erik C. Nolan, Jeffrey R. Surenian & Associates (copy)
- Alice D'Arcy, COAH Planner (w/o enclosure)



**ESCROW AGREEMENT FOR AFFORDABLE HOUSING
DEVELOPMENT FEES COLLECTED BY THE
TOWNSHIP OF WILLINGBORO**

This Escrow Agreement made this 28th day of November, 2008, by and between the Council on Affordable Housing (COAH), the Township of Willingboro, and TD Bank, N.A. (the Bank).

WHEREAS, a municipality may impose, collect and spend development fees and establish an affordable housing trust fund that includes, development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq.; and

WHEREAS, on April 24, 2007, the governing body of the Township of Willingboro adopted its Development Fee Ordinance, entitled "An Ordinance To Amend The Code Of Willingboro By Adopting Chapter XXVIII, To Provide For The Collection Of the Affordable Housing Development Fees Pursuant To The Rules Of The Council On Affordable Housing (COAH)" amending the Municipal Code; and

WHEREAS, on May 18, 2007, Hon. John A. Sweeney, A.J.S.C. signed an Order approving the Township's Development Fee Ordinance which established standards for the collection, maintenance and expenditure of development fees consistent with COAH's rules and P.L.2008, c.46 (C. 52:27D-329.1 et al) and requiring that funds shall only be applied directly toward implementation of the Township of Willingboro's COAH-certified Fair Share Plan or Court Judgment of Compliance; and

WHEREAS, neither the Court nor COAH has yet approved a spending plan for the Township of Willingboro, and the Township of Willingboro acknowledges that no expenditure of development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. may occur prior to COAH's approval of a spending plan; and

WHEREAS, the Development Fee Ordinance requires an interest-bearing housing trust fund to be established for the purpose of receiving collected development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached

development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by COAH and the conditions set out at N.J.A.C. 5:97-8.7-8.9; and

WHEREAS, COAH's regulations further require the Township of Willingboro, within seven days of opening the trust fund account authorized by the ordinance, to enter into an escrow agreement with COAH pursuant to N.J.A.C. 5:97-8.2(a) to enable COAH to monitor disbursement of collected development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. and to direct the forfeiture of such funds after proper notice if their imposition, collection and/or expenditure are not in conformance with the terms of the approved Development Fee Ordinance, the conditions set out at N.J.A.C. 5:97-8.13(a), the spending plan approved by COAH, and P.L.2008, c.46 (C. 52:27D-329.1 et al); and

WHEREAS, the Development Fee Ordinance further provides that if COAH determines that the imposition, collection, and/or expenditure of development fees are not in conformance with the terms of the approved Development Fee Ordinance, approved spending plan, and P.L.2008, c.46 (C. 52:27D-329.1 et al), COAH may, after a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., revoke a Development Fee Ordinance approval and direct the transfer of funds including future collection of non-residential development fees to the New Jersey Affordable Housing Trust Fund.

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

1. Designation of Escrow Agent

COAH and the Township of Willingboro hereby designate TD Bank, N.A. (the Bank) as their escrow agent, upon terms and conditions set forth herein, for the purpose of (a) receiving development fees, payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. collected by the Township of Willingboro, (b) holding such sums in the escrow account hereinafter described, and (c) disbursing the monies upon the direction of the Chief Financial Officer of the Township of Willingboro.

2. Escrow Account

The Township of Willingboro shall deposit all development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. to the Account (as defined below) with the escrow agent and said escrow agent shall establish a separate, interest bearing account in the name of the Township of Willingboro to be known as the "Willingboro Affordable Housing Trust Fund" and shall deposit therein such initial funds, as well as all subsequent development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq. received from the Township of Willingboro. At no time shall the escrow agent commingle the funds deposited in the Account with any other funds or accounts held or maintained by the escrow agent, nor shall the escrow agent at any time set off any amount on deposit in the Account against (a) any indebtedness owed to the escrow agent by the Township of Willingboro or any other party, (b) any other obligation owed to the escrow agent by the Township of Willingboro or any other party, or (c) any claim which the escrow agent may have against the Township of Willingboro or any other party. The Account shall be governed by the Bank's deposit account Rules and Regulations. To the extent of any conflict between the terms of the Bank's Rules and Regulations and terms contained this Agreement, the terms of this Agreement shall control.

3. Application of Amounts on Deposit

The Township of Willingboro agrees that the funds in the Account shall only be used for eligible affordable housing activities of the Township of Willingboro as set forth in a spending plan approved by COAH. The Bank shall disburse funds in the Account upon the direction of the Chief Financial Officer of the Township of Willingboro, unless notified otherwise by COAH. The Bank is authorized to act upon any document believed by Bank to be genuine and to be signed by the person purported to have signed it, and will incur no liability in so acting. The Bank shall have no obligation to verify that the Township of Willingboro's disbursements are consistent with its obligations under the Spending Plan approved by COAH.

4. Cessation of Disbursements and Forfeiture of Funds in Account by Township of Willingboro and Direction of Disbursement of Funds in Account By COAH to the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). COAH shall have the authority to halt disbursements by the Township of

Willingboro from the Account upon written notice to the Bank and to direct all remaining funds be paid to the New Jersey Affordable Housing Trust Fund. COAH shall have such authority if it determines, after notice to the Township of Willingboro, that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:97-8.13(a), the Spending Plan and the Development Fee Ordinance. Upon receipt of written notice to cease disbursements from the Account, the Bank shall immediately halt disbursements directed by the Township of Willingboro until further written notice from COAH. The Bank shall follow directions of COAH directing the disposition of funds in the Account to the New Jersey Affordable Housing Trust Fund on behalf of the Township of Willingboro. COAH shall provide the Township of Willingboro's municipal clerk and chief financial officer with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C. 5:97-8.13(a) occur, COAH shall be authorized on behalf of the Township of Willingboro and consistent with its rules and P.L.2008, c.46 (C. 52:27D-329.1 et al), to transfer all development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program in accordance with P.L.2008, c.46 (C. 52:27D-329.1 et al) and the regulations of COAH at N.J.A.C. 5:97-8.1 et seq., to the New Jersey Affordable Housing Trust Fund :

- a. Failure to meet deadlines for information required by COAH in its review of a Housing Element and Fair Share Plan, development fee ordinance or plan for spending fees;
- b. Failure to address COAH's conditions for approval of a plan to spend development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program within the deadlines imposed by COAH;
- c. Failure to address COAH's conditions for substantive certification within deadlines imposed by COAH;
- d. Failure to submit accurate annual monitoring reports pursuant to N.J.A.C. 5:97-8.12(a) within the time limits imposed by COAH;
- e. Failure to implement the Spending Plan and expend the funds within the time schedules specified in the Spending Plan, including the requirement to spend the remaining trust fund balance pursuant to N.J.A.C. 5:97-8.10(a)8 and collected fees pursuant to P.L.2008, c.46 (C.52:27D-329.2(8.d) & C.52:27D-329.3(9.b)) within four years;
- f. Expenditure of development fees; payments from developers in lieu of constructing affordable units on-site; developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible; rental income from municipally operated units; repayments from affordable housing

program loans; recapture funds; proceeds from the sale of affordable units; and/or any other funds collected in connection with the Township of Willingboro's affordable housing program on activities not permitted by COAH;

- g. Revocation of certification; or
- h. Other good cause demonstrating that the revenues are not being used for the approved purpose.

5. Standard of Care; Indemnification

The Bank shall use reasonable care and due diligence in the performance of all of its duties hereunder. The Township of Willingboro shall indemnify COAH and hold it harmless from and against all liabilities, losses or damages incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions, errors or willful misconduct by COAH. The Bank will have no fiduciary duties under this Agreement to any other party, whether as trustee, agent, bailee or otherwise.

Bank shall be responsible for the performance of only such duties as are set forth herein or contained in instructions given to the Bank. Bank's liability shall be limited to the actual, direct damages proximately caused by Bank's gross negligence or willful misconduct. IN NO EVENT, HOWEVER, SHALL BANK HAVE ANY RESPONSIBILITY FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, WHETHER OR NOT IT HAS NOTICE THEREOF, AND REGARDLESS OF THE BASIS, THEORY OR NATURE OF THE ACTION UPON WHICH THE CLAW IS ASSERTED. This paragraph shall survive termination of this Agreement.

In the event of any disagreement between the other parties hereto resulting in adverse claims or demands being made in connection with the Account or in the event that the Bank is in doubt as to what action it should take hereunder, the Bank shall be entitled to (a) file a suit in interpleader in the Superior Court of Burlington County, New Jersey, for the purpose of having the respective rights of each party hereto adjudicated and, in connection herewith, shall deliver the Account into the custody of the Court; or (b) retain the Account until the Bank shall have received (i) a final non-appealable order of a court of competent jurisdiction directing delivery of the Account or (ii) a written agreement executed by the other parties hereto directing delivery of the Account, in which event the Bank shall disburse the Account in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to the Bank to the effect that the order is final and non-appealable.

Upon delivery or deposit of the entire Account in accordance with the terms of this Agreement (including a deposit of the Account in a court of competent jurisdiction), the Bank shall be discharged from any liability or responsibility therefore and shall have no further obligations hereunder.

6. Records and Accounts

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

7. Notices

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

a. If to COAH: Executive Director
New Jersey Council on Affordable Housing
101 South Broad Street
PO Box 813
Trenton, NJ 08625-0813

b. If to Municipality: Municipal Clerk/Chief Financial Officer
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

c. If to Court: The Honorable John A. Sweeney, A.J..S.C.
Gloucester County Court House
Second Floor
One North Broad Street
Woodbury, NJ 08096

d. If to Bank: TD Bank, N.A.
13 Levitt Parkway
Willingboro, NJ 08046
Attn: Branch Manager

With a copy to: TD Bank, N.A.
336 Route 70 East
Marlton, NJ 08053
Attn: Frank Fresca, VP

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

8. Further Assistance

The parties hereto shall authorize, execute, acknowledge and deliver such further resolutions, assurances and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and interests granted hereunder.

9. Agreement Subject to the Fair Housing Act

This agreement is subject to the Fair Housing Act, P.L.2008, c.46 (C. 52:27D-329.1 et al) and the rules of COAH set forth at N.J.A.C. 5:97-8.1 et seq., and nothing contained herein shall be interpreted to limit or restrict in any way the discretion and authority vested in COAH by the Act or rules.

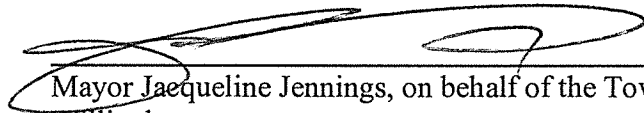
10. Amendments

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

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

10/28/08

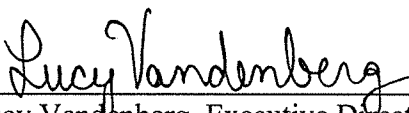
Date



Mayor Jacqueline Jennings, on behalf of the Township of
Willingboro

11/6/08

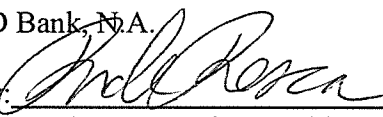
Date



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

10/28/08

Date

TD Bank, N.A.
By: 

Frank Fresca, Vice President

M.A.

MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

Counselors at Law
79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

MARCIA Y. PHILLIPS*
Email: mp@armstronglawfirm.com



+ MEMBER NJ & NY BARS
* MEMBER NJ & PA BARS

RECEIVED

OCT 31 2008

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

October 29, 2008

VIA OVERNIGHT MAIL

Michael A. Jedziniak, Esq.
Jeffrey R. Surenian and Associates, LLC
707 Union Avenue, Suite 301
Brielle, New Jersey 08730

RE: Weiss v. Twp. of Willingboro
Escrow Agreement

Dear Mr. Jedziniak:

Please find attached, three (3) Certified copies of the Resolution approving the revised Escrow Agreement and three (3) original Certified Escrow Agreements for execution by Lucy Vandenberg, Executive Director of COAH. Upon your receipt of a fully executed original from Ms. Vandenberg, kindly forward same to me for filing on behalf of the Township of Willingboro.

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

Very truly yours,

Michael A. Armstrong

MAA:maa

Cc: Marie Annese, Twp. Clerk (w/o enclosures) ✓

✓

RESOLUTION NO. 2008 - 152
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 28th day of October, 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

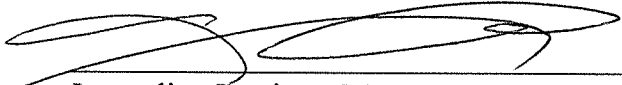
- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.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

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

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed/ relates to PERSONNEL MATTERS / CONTRACT NEGOTIATIONS WEISS V. WILLINGBORO CONTRACTS / DELEC DEVELOPMENTS, AFSCME AND JOINT INSURANCE FUND.


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

3 cert. Copies
 17 Rec. and
 1/12/08
 D.A.

RESOLUTION NO. 2008 – 153

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION FOR WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9

WHEREAS, pursuant to its Redevelopment plan, as amended, for an area of approximately 146.5 acres abutting U.S. Route 130 from the Boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"), the Township of Willingboro ("Township") and Willingboro Town Center Urban Renewal Sears, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.07 ("Sears Parcel"), in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal Sears, L.L.C.," ("Agreement") appointing Willingboro Town Center Urban Renewal Sears, L.L.C. as the redeveloper of Block 3, Lot 4.07 on or about May 17, 2005; and

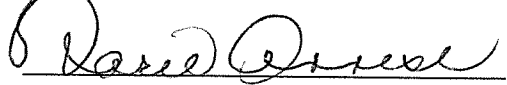
WHEREAS, on or about September 29, 2008, Redeveloper applied for the Certificate of Completion for the development of the Sears Parcel, in accordance with the Agreement; and

WHEREAS, the Township Engineer has reviewed the completion status of the project having found that the Sears Parcel Project is one hundred percent (100%) complete; and

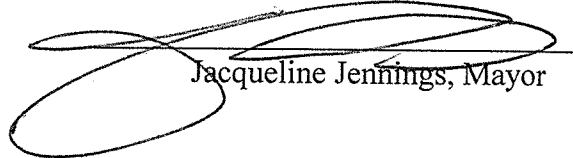
WHEREAS, the Township Council finds that, in accordance with the Agreement and the Engineer's report, the Redeveloper has substantially completed the Sears Parcel Project;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of October, 2008, hereby authorizes the Mayor and Clerk to execute the Form of Certificate of Completion- Sears Parcel, subject to and provided said Certificate is in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Agreement.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Town Center Urban Renewal Sears, L.L.C. for their information and attention.



Marie Annese, RMC, Township Clerk



Jacqueline Jennings, Mayor

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

Form of Certificate of Completion – Sears Parcel

THIS CERTIFICATE OF COMPLETION (this “Certificate”) is executed as of this 28 day of October, 2008 by the **TOWNSHIP OF WILLINGBORO** (the “Township”).

Background

The Township previously adopted a redevelopment plan, as amended (the “Redevelopment Plan”) for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township’s boundary with Burlington Township to Pennypacker Drive (the “Redevelopment Area”). Willingboro Town Center Urban Renewal Sears, LLC (“Redeveloper”) is the owner of certain real property within the Redevelopment Area designated on the Township’s current tax map as Lot 4.07 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the “Property”). The Township and Redeveloper entered into that certain Redevelopment Agreement dated May 17, 2005 (the “Redevelopment Agreement”) pursuant to which Redeveloper agreed to undertake the redevelopment of the Property (the “Project”).

Redeveloper has substantially completed the Project. Redeveloper has requested, pursuant to Section 4.04 of the Redevelopment Agreement, that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion. The Township has agreed to execute this Certificate pursuant to Section 4.04 of the Redevelopment Agreement. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township agrees as follows:

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the Project and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan as to the redevelopment of the Property and the construction of the Project are satisfied and terminated.
2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper’s obligations to construct the Project.
3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Property are no longer subject to the Township’s exercise of eminent domain based upon the presence of those conditions.
4. Nothing contained in this Certificate shall modify or in any way affect Redeveloper’s ongoing obligations with respect to the payment of the Special Assessments and

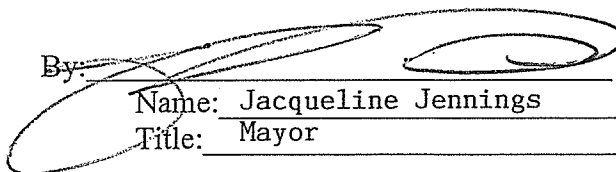
the payments under the Financial Agreement to the extent such obligations have not been satisfied as of the date hereof.

IN WITNESS WHEREOF, the Township has caused this Certificate to be properly executed and attested as of the date first written above.

ATTEST:

THE TOWNSHIP OF WILLINGBORO

Rose Anne

By: 
Name: Jacqueline Jennings
Title: Mayor



Fidelity National Title Insurance Company

OF NEW YORK

COMMITMENT

Commitment No. UT11281

File No. UT11281

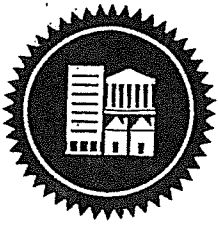
SCHEDULE C DESCRIPTION

Revised May 16, 2005

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point, said point being the point of beginning for Deed Book 5088, Page 25 and being marked by a concrete monument (set); thence

- (A) Along the dividing line between Block 3, Lot 1 and Block 3, proposed Lot 4.08, South 39 degrees 45 minutes 57 seconds East, a distance of 375.00 feet; thence
- (B) Along a curve to the right, having a radius of 100.00 feet, an arc length of 68.17 feet, a central angle of 39 degrees 03 minutes 36 seconds and being subtended by a chord bearing South 16 degrees 38 minutes 03 seconds West, a distance of 66.86 feet; thence
- (C) Along the Northerly sideline of Block 3, Lot 4.03, North 50 degrees 14 minutes 03 seconds East, a distance of 230.79 feet to the intersection of the Northeasterly corner of Block 3, Lot 4.03 and the Westerly sideline of proposed Lot 4.09; thence
- (D) Along said Westerly sideline of proposed Lot 4.09, North 39 degrees 45 minutes 57 seconds West, a distance of 26.33 feet to the Northwesterly corner of proposed Lot 4.09; thence
- (E) Along the Northerly sideline of proposed Lot 4.09, South 48 degrees 42 minutes 20 seconds East, a distance of 450.68 feet; thence
- (F) Still along the same bearing, South 48 degrees 42 minutes 20 seconds East, a distance of 156.10 feet to eth point and place of BEGINNING; thence
- (1) North 48 degrees 42 minutes 20 seconds East, a distance of 264.42 feet; thence
- (2) Southeasterly along a curve to the right, having an arc distance of 591.99 feet, a radius of 1517.00 feet and a central angel of 22 degrees 21 minutes 32 seconds and being subtended by a chord which bears South 40 degrees 01 minutes 37 seconds East, 588.24 feet; thence
- (3) South 50 degrees 14 minutes 03 seconds West, a distance of 250.72 feet; thence
- (4) North 41 degrees 17 minutes 40 seconds West, a distance of 297.04 feet; thence



Fidelity National Title Insurance Company

OF NEW YORK

SCHEDULE C DESCRIPTION (continued)

Commitment No. UT11281

File No. UT11281

- (5) South 50 degrees 08 minutes 55 seconds West, a distance of 7.94 feet; thence
- (6) North 39 degrees 51 minutes 05 seconds West, a distance of 284.25 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated September 1, 2000, last revised on September 28, 2000, Drawing #05.05.

FOR INFORMATIONAL PURPOSES ONLY: Being known as Block 3, Lot 4.07 Township of Willingboro Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: Commonly known as Willingboro Parkway, Willingboro, New Jersey.

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Thomas A. Remington, PE, CME

SENIOR ASSOCIATES
John J. Deane, PE, PP, CME
John D. Dutton, PE, PP, CME
Thomas J. Gorman, PE, PP, CME
Thomas E. Harty, PE, PP, CME
Joseph A. Miller, PE, PP, CME
Charles L. Averett, PE, PP, CME
Raymond J. D'Amico, PE, PP, CME
Mark D. DeLong, PE, PP, CME
Richard D. Felt, PE, PP, CME
Robert J. Gorman, PE, PP, CME
Thomas G. Remington, PE, PP, CME
Anthony J. Sarno, PE, PP, CME

Remington &
Vernick Engineers
1000 North Street
North Plainfield, NJ 07063
(908) 794-1000
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Remington, Vernick
& Vona Engineers
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(908) 794-1000
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Remington, Vernick
& Walberg Engineers
500 West Main Street
Princeton, NJ 08540
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www.rve.com

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& Arango Engineers
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(908) 794-1000
www.rve.com

MEMORANDUM

TO: Michael Armstrong, Solicitor
Township of Willingboro

FROM: K. Wendell Bibbs, P.E., C.M.E. *KWB*

RE: Township of Willingboro
Willingboro Sears Building & Town Center North Pad
Project

DATE: October 28, 2008

As requested, the following are the outstanding items with regards to the above captioned projects:

Willingboro Sears Building

This project is 100% complete and only minor punchlist items remain. The punchlist items are for the correction / repair of various construction related items only.

Town Center North Pad Site

The proposed North Pad site consists of three (3) buildings:

- Commercial Building "A" – Restaurant
- Commercial Building "B"
- Commercial Building "C"

The site and building improvements for commercial buildings "B" & "C" are 100% complete and operational.

The proposed commercial building "A" (proposed restaurant) has not been built as it may need to be customized to suit the proposed tenant. Accordingly, the site improvements for this area have not been 100% completed.

We estimate that approximately 70% of the proposed site improvements for the building "A" site are complete.

S:\Willingboro\Fax Memorandum - North Pad.DOC

Township of Willingboro

Willingboro Sears Building & Town Center North Pad Project

October 23, 2008

Page 2

The outstanding or remaining 30% of the project consists of:

- Final paving and striping of the parking lot.
- Final sidewalk and concrete work around the proposed building.
- Final landscaping

If you have any questions, please feel free to call.

Cc: Joann Diggs, Township Manager
Marie Annese, Township Clerk
Greg Sullivan

Enclosures

Real Estate Development

Property Leasing

Hotel Management



September 29, 2008

Township of Willingboro
One Salem Road
Willingboro, NJ 08046

ATTENTION: Joanne Diggs, Township Manager

RE: Sears Parcel and North Pad

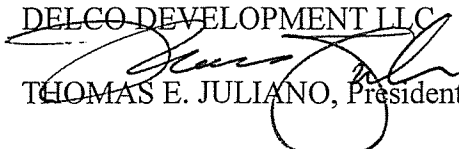
Dear Joanne:

Per your instructions, enclosed please find two Certificate of Completion forms for the Sears Parcel and North Pad. As I mentioned to you on the telephone, these are both exhibits (Exhibit I) in our Redevelopment Agreement with the Township; whereas, upon completion of the improvements the Township needs to certify same.

Please note that in accordance with the Redevelopment Agreement, specifically Section 4.04, the Township is to execute the Certificates within thirty (30) days from receipt of same.

Thank you in advance for your cooperation in this matter.

Sincerely,

DELCO DEVELOPMENT LLC

THOMAS E. JULIANO, President

TEJ/dad

Enclosures

cc: Michael Armstrong w/enclosures

560 Fellowship Road
Suite 214
Mount Laurel, NJ 08054

T 856.234.5151

F 856.234.6051

www.delcodevelopment.com

Form of Certificate of Completion – Sears Parcel

THIS CERTIFICATE OF COMPLETION (this “Certificate”) is executed as of this ___ day of _____, 20__ by the **TOWNSHIP OF WILLINGBORO** (the “Township”).

Background

The Township previously adopted a redevelopment plan, as amended (the “Redevelopment Plan”) for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township’s boundary with Burlington Township to Pennypacker Drive (the “Redevelopment Area”). Willingboro Town Center Urban Renewal Sears, LLC (“Redeveloper”) is the owner of certain real property within the Redevelopment Area designated on the Township’s current tax map as Lot 4.07 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the “Property”). The Township and Redeveloper entered into that certain Redevelopment Agreement dated May 17, 2005 (the “Redevelopment Agreement”) pursuant to which Redeveloper agreed to undertake the redevelopment of the Property (the “Project”).

Redeveloper has substantially completed the Project. Redeveloper has requested, pursuant to Section 4.04 of the Redevelopment Agreement, that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion. The Township has agreed to execute this Certificate pursuant to Section 4.04 of the Redevelopment Agreement. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township agrees as follows:

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the Project and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan as to the redevelopment of the Property and the construction of the Project are satisfied and terminated.

2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper’s obligations to construct the Project.

3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Property are no longer subject to the Township’s exercise of eminent domain based upon the presence of those conditions.

4. Nothing contained in this Certificate shall modify or in any way affect Redeveloper’s ongoing obligations with respect to the payment of the Special Assessments and



Fidelity National Title Insurance Company

OF NEW YORK

COMMITMENT

Commitment No. UT11280

File No. UT11280

SCHEDULE C DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the southerly side of New Jersey State Highway Route 130 (115.00 feet wide), the westerly line of Block 3, Lot 4.02 and the easterly line of Block 3, proposed Lot 4.06; said point being marked by a concrete monument; thence

- (1) Along the dividing line between Block 3, Lot 4.02 and Block 3, proposed Lot 4.06, South 39 degrees 45 minutes 57 seconds East, a distance of 270.93 feet; thence
- (2) South 44 degrees 47 minutes 36 seconds West, a distance of 328.00 feet; thence
- (3) South 48 degrees 42 minutes 20 seconds West, a distance of 397.91 feet; thence
- (4) Southwesterly, westerly and northwesterly, along a curve to the right, having an arc distance of 34.24 feet, a radius of 20.00 feet and a central angle of 98 degrees 06 minutes 08 seconds and being subtended by a chord which bears North 82 degrees 14 minutes 36 seconds West, 30.21 feet; thence
- (5) North 33 degrees 11 minutes 32 seconds West, a distance of 144.48 feet; thence
- (6) North 22 degrees 14 minutes 03 seconds East, a distance of 312.38 feet to the southerly sideline of New Jersey State Highway Route 130 (115.00 feet wide); thence
- (7) Along said highway, North 50 degrees 14 minutes 03 seconds East, a distance of 406.36 feet; thence
- (8) Still along said highway, North 50 degrees 00 minutes 33 seconds East, a distance of 46.00 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated September 1, 2000, last revised on September 28, 2000, Drawing #05.05.

FOR INFORMATIONAL PURPOSES ONLY: Being known as Block 3, Lot 4.06 Willingboro Township Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: Commonly known as Route 130 North, Willingboro, New Jersey.

3 cert. copies 7
Res. Dept
any Cert. of
Completion to
Res. A. 11/12/08

RESOLUTION NO. 2008 – 153-A

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION FOR WILLINGBORO TOWN CENTER URBAN NORTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9

WHEREAS, pursuant to its Redevelopment plan, as amended, for an area of approximately 146.5 acres abutting U.S. Route 130 from the Boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"), the Township of Willingboro ("Township") and Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.06 ("North Pad"), in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C.," ("Agreement") appointing Willingboro Town Center Urban Renewal North, L.L.C. as the redeveloper of Block 3, Lot 4.06 on or about May 17, 2005; and

WHEREAS, on or about September 29, 2008, Redeveloper applied for the Certificate of Completion for the development of the North Pad, in accordance with the Agreement; and

WHEREAS, the Township Engineer has reviewed the completion status of the project having found that the Proposed North Pad Site consists of three (3) buildings planned; and


WHEREAS, the Township Engineer has found that the proposed site and building improvements of two (2) of the commercial buildings "B" and "C" are one hundred percent (100%) complete; and

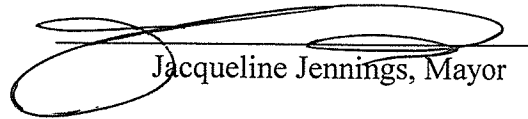
WHEREAS, the Township Engineer has found that although the proposed commercial building "A" has not been built, due to customization that may be required by the proposed tenant, seventy percent (70%) of the proposed site improvements for site "A" are complete; and

WHEREAS, the Township Council finds that, in accordance with the Agreement and the Engineer's report, the Redeveloper has substantially completed the North Pad Project;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of October, 2008, hereby authorizes the Mayor and Clerk to execute Form of Certificate of Completion for the North Pad, subject to and provided said Certificate is in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Agreement.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Town Center Urban Renewal North, L.L.C. for their information and attention.


Marie Annese, RMC, Township Clerk


Jacqueline Jennings, Mayor

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

Form of Certificate of Completion – North Pad

THIS CERTIFICATE OF COMPLETION (this “Certificate”) is executed as of this 28 day of October, 2008 by the TOWNSHIP OF WILLINGBORO (the “Township”).

Background

The Township previously adopted a redevelopment plan, as amended (the “Redevelopment Plan”) for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township’s boundary with Burlington Township to Pennypacker Drive (the “Redevelopment Area”). Willingboro Town Center Urban Renewal North, LLC (“Redeveloper”) is the owner of certain real property within the Redevelopment Area designated on the Township’s current tax map as Lot 4.06 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the “Property”). The Township and Redeveloper entered into that certain Redevelopment Agreement dated May 17, 2005 (the “Redevelopment Agreement”) pursuant to which Redeveloper agreed to undertake the redevelopment of the Property (the “Project”).

Redeveloper has substantially completed the Project. Redeveloper has requested, pursuant to Section 4.04 of the Redevelopment Agreement, that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion. The Township has agreed to execute this Certificate pursuant to Section 4.04 of the Redevelopment Agreement. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township agrees as follows:

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the Project and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan as to the redevelopment of the Property and the construction of the Project are satisfied and terminated.
2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper’s obligations to construct the Project.
3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Property are no longer subject to the Township’s exercise of eminent domain based upon the presence of those conditions.
4. Nothing contained in this Certificate shall modify or in any way affect Redeveloper’s ongoing obligations with respect to the payment of the Special Assessments and

the payments under the Financial Agreement to the extent such obligations have not been satisfied as of the date hereof.

IN WITNESS WHEREOF, the Township has caused this Certificate to be properly executed and attested as of the date first written above.

ATTEST:

David Ornes

THE TOWNSHIP OF WILLINGBORO

By: *Jacqueline Jennings*
Name: Jacqueline Jennings
Title: Mayor



Fidelity National Title Insurance Company

OF NEW YORK

COMMITMENT

Commitment No. UT11280

File No. UT11280

SCHEDULE C DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the southerly side of New Jersey State Highway Route 130 (115.00 feet wide), the westerly line of Block 3, Lot 4.02 and the easterly line of Block 3, proposed Lot 4.06; said point being marked by a concrete monument; thence

- (1) Along the dividing line between Block 3, Lot 4.02 and Block 3, proposed Lot 4.06, South 39 degrees 45 minutes 57 seconds East, a distance of 270.93 feet; thence
- (2) South 44 degrees 47 minutes 36 seconds West, a distance of 328.00 feet; thence
- (3) South 48 degrees 42 minutes 20 seconds West, a distance of 397.91 feet; thence
- (4) Southwesterly, westerly and northwesterly, along a curve to the right, having an arc distance of 34.24 feet, a radius of 20.00 feet and a central angle of 98 degrees 06 minutes 08 seconds and being subtended by a chord which bears North 82 degrees 14 minutes 36 seconds West, 30.21 feet; thence
- (5) North 33 degrees 11 minutes 32 seconds West, a distance of 144.48 feet; thence
- (6) North 22 degrees 14 minutes 03 seconds East, a distance of 312.38 feet to the southerly sideline of New Jersey State Highway Route 130 (115.00 feet wide); thence
- (7) Along said highway, North 50 degrees 14 minutes 03 seconds East, a distance of 406.36 feet; thence
- (8) Still along said highway, North 50 degrees 00 minutes 33 seconds East, a distance of 46.00 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated September 1, 2000, last revised on September 28, 2000, Drawing #05.05.

FOR INFORMATIONAL PURPOSES ONLY: Being known as Block 3, Lot 4.06 Willingboro Township Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: Commonly known as Route 130 North, Willingboro, New Jersey.

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

MEMORANDUM

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Douglas A. Blumhoff, PE, MFG

SENIOR ASSOCIATES
John J. Corvino, PE, PP, CME
Alan D. Drenth, PE, PP, CME
Frank J. Serey, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Young, PE, PP, CME
Charles L. Acornson, PLS, AET
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Mark DeBlasio, PE, PP, CME
Leonard A. Fuchs, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Bessler, PE, CME
Gregory J. Sullivan, PE, PP, CME

Remington &
Vernick Engineers
1120 Rte. 1, Highway East
Henderson, NJ 08039
201-955-9999
201-955-9999 fax

1100 N. 10th Street, Suite 210
Lancaster, PA 17602
717-399-3300
717-399-3300 fax

Remington, Vernick
& Vena Engineers
11401 Street
Tomb River, NJ 08073
609-258-9200
609-258-9200 fax

1100 N. 10th Street, Suite 2
Lancaster, PA 17602
717-399-3300
717-399-3300 fax

Remington, Vernick
& Walberg Engineers
540 North Main Street
Piquette, MI 48670
507-346-1110
507-346-1110 fax

4500 Judd Street, Suite 100
Jacksonville, FL 32216
904-833-4100
904-833-4100 fax

Remington, Vernick
& Beach Engineers
520 Eighth Street
Cromwell, CT 06430
860-943-1000
860-943-1000 fax

3010 East Third Street, Suite 203
Meriden, CT 06450
203-238-1000
203-238-1000 fax

100 West Street
100 West Street, Suite 100
Trenton, NJ 08610
609-263-7700
609-263-7700 fax

100 West Street, 10th Floor Building
100 West Street, Suite 100
Trenton, NJ 08610
609-263-7700
609-263-7700 fax

Remington, Vernick
& Arango Engineers
1120 Rte. 1, Suite 200
Henderson, NJ 08039
609-258-9911
609-258-9911 fax

TO: Michael Armstrong, Solicitor
Township of Willingboro

FROM: K. Wendell Bibbs, P.E., C.M.E. *KWB*

RE: Township of Willingboro
Willingboro Sears Building & Town Center North Pad
Project

DATE: October 28, 2008

As requested, the following are the outstanding items with regards to the above captioned projects:

Willingboro Sears Building

This project is 100% complete and only minor punchlist items remain. The punchlist items are for the correction / repair of various construction related items only.

Town Center North Pad Site

The proposed North Pad site consists of three (3) buildings:

- Commercial Building "A" – Restaurant
- Commercial Building "B"
- Commercial Building "C"

The site and building improvements for commercial buildings "B" & "C" are 100% complete and operational.

The proposed commercial building "A" (proposed restaurant) has not been built as it may need to be customized to suit the proposed tenant. Accordingly, the site improvements for this area have not been 100% completed.

We estimate that approximately 70% of the proposed site improvements for the building "A" site are complete.

S:\Willingboro\Fax Memorandum - North Pad.DOC

Township of Willingboro

Willingboro Sears Building & Town Center North Pad Project

October 28, 2008

Page 2

The outstanding or remaining 30% of the project consists of:

- Final paving and striping of the parking lot.
- Final sidewalk and concrete work around the proposed building.
- Final landscaping

If you have any questions, please feel free to call.

Cc: Joann Diggs, Township Manager
Marie Annese, Township Clerk
Greg Sullivan

Enclosures

RESOLUTION NO. 2008 – 154

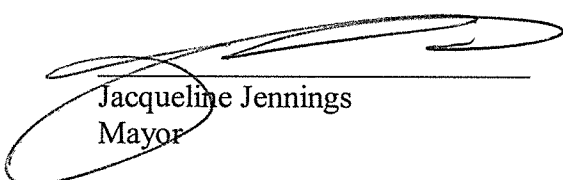
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 5th day of November, 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	✓			

Willingboro Square LLC 90 Woodbridge Ctr. Drive – S600 Woodbridge, NJ 07095 Block 3 Lot 4.11 Millennium Drive Overpayment Taxes	3130.52
Wells Fargo 1 Home Campus Mac#X2502-011 Attn: Refunds/Financial Support Des Moines, Iowa 50328-0001 Block 1017 Lot 22 59 New Castle Lane Overpayment Taxes	1017.68
Weichert Title 1909 Route 70 East Cherry Hill, NJ 08003 Block 642 Lot 24 2 Harrington Circle Overpayment Taxes	1170.68
Donna L & Lawrence K. Robinson 5 Douglas Court Willingboro, NJ 08046 Block 544.01 Lot 38.33 5 Douglas Court Overpayment Taxes	1973.58

RESOLUTION NO. 2008 - 155

**A RESOLUTION AWARDDING A BID FOR
RECONSTRUCTION OF CAMPBELL DRIVE STORM SEWER**

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

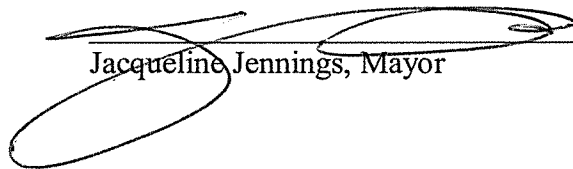
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Ivymont Construction Co., 235 W. Nicholson Road, Audubon, New Jersey 08106 in the amount of \$79,322.70 (representing the base bid); and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of November, 2008, that the bid be accepted as per the attached recommendation of the Township Engineer.

BE IT FURTHER RESOLVED, that the bid 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dep. Mayor Stephenson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification Of Availability of Funds

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

Resolution Date: 11/10/08
Resolution Number: 2008-155

Vendor: IVYM0050 IVYMONT CONSTRUCTION COMPANY
235 W. NICHOLSON RD
AUDOBON, NJ 08016

Contract: C8-00016 IVYMOUNT- STORM SEWER

Account Number	Amount	Department Description
C-04-55-906-007-907	79,322.70	GENERAL CAPITAL 2006
Total	79,322.70	

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

Barbara L. Lipton
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)

October 30, 2008

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

**Re: Township of Willingboro
Reconstruction of Campbell Way Storm Sewer
Recommendation of Award
R&V #03388T076**

Dear Ms. Diggs,

We have tabulated the bids received on October 24, 2008, regarding the above-referenced project and find the apparent low bidder to be Ivymont Construction Company, 235 W. Nicholson Road, Audubon, NJ 08106 in the amount of \$79,322.70 representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Ivymont Construction Company. The award should be contingent upon approval of your solicitor and monies being available.

If you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



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

KWB/clg

c: Mayor & Council
Marie Anese, Township Clerk
Richard Brevogel, Department of Public Works
Gregory Sullivan
James Walker

T:\Willingboro\T076 Campbell Way Storm Sewer\Award Letter 10-30-08.doc

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RECEIVED
OCT 31 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

MEMORANDUM

TO: K. Wendell Bibbs

FROM: Gregory J. Sullivan

RE: WILLINGBORO TOWNSHIP
CAMPBELL DRIVE STORM SEWER REPAIR
0338T076

DATE: October 29, 2008

I have reviewed the bids submitted for the above-referenced project and have found the below apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Ivymont Construction Company	\$79,322.70
Sub Level Installations, Inc	\$138,705.00
Asphalt Paving System, Inc	\$131,807.70
Spencer V. Maussner, Inc	\$123,456.78
Midwest Construction Inc.	\$105,592.50
The low bidder is:	Ivymont Construction Company
The high bidder is:	Sub Level Installations, Inc
The average bid price is:	\$115,776.94
Engineer's Estimate for this project:	\$69,575.00

APS did not extend Item 11 appropriately and therefore did not include it in their price bid.

Above is mathematical summation.

Spencer V. Maussner, Inc did not include their subcontractor declaration filled out

Midwest did not fill out the submission checklist nor subcontractor declaration.

Item 7 extension was not properly completed and above is mathematical summation.

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 CAMPBELL DRIVE STORM SEWER REPAIR
 PROJECT NUMBER:
 0338T076
 CLIENT:
 WILLINGBORO TOWNSHIP

Ivymont Construction Company
 235 W Nicholson Rd
 Audubon, NJ 08106
 856-546-1770
 sc,add,co,sd,bb10%NT
 E
 20k,cs,pw,br,dj,nca,aa,
 pc

Sub Level Installations, Inc
 PO Box 698
 Mt Laurel, NJ 08054
 ((PHONE #))
 sc,add,co,sd,bb10%,cs,pw,br,dj,nca,aa,pc

#	DESCRIPTION	QUANTITY & UNITS	Ivymont Construction Company		Sub Level Installations, Inc	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	CLEARING SITE	1 LS	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00
2	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	500 SY	\$1.00	\$500.00	\$10.00	\$5,000.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 1-1/2" THICK	50 TON	\$200.00	\$10,000.00	\$150.00	\$7,500.00
5	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX I-2, 2-1/2" THICK	80 TON	\$100.00	\$8,000.00	\$150.00	\$12,000.00
6	TACK COAT	80 GAL	\$0.01	\$0.80	\$1.00	\$80.00
7	PRIME COAT (IF & WHERE DIRECTED)	170 GAL	\$0.01	\$1.70	\$1.00	\$170.00
8	24" REINFORCED CONCRETE CULVERT PIPE	190 LF	\$110.00	\$20,900.00	\$150.00	\$28,500.00
9	MANHOLE CAPPING AND GROUTING	1 UN	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
10	MANHOLE, 4' DIAMETER	1 UN	\$6,000.00	\$6,000.00	\$26,000.00	\$26,000.00
11	MANHOLE, 6' DIAMETER	2 UN	\$6,500.00	\$13,000.00	\$5,000.00	\$10,000.00
12	9" X 18" CONCRETE VERTICAL CURB	80 LF	\$18.00	\$1,440.00	\$50.00	\$4,000.00
13	TOPSOILING, 4" THICK	100 SY	\$5.00	\$500.00	\$1.00	\$100.00
14	FERTILIZING AND SEEDING, TYPE A-3	100 UN	\$1.00	\$100.00	\$1.00	\$100.00
15	TRAFFIC STRIPES	250 LF	\$3.50	\$875.00	\$1.00	\$250.00
16	BURROW EXCAVATION, SELECT MATERIAL (IF & WHERE DIRECTED)	500 CY	\$0.01	\$5.00	\$0.01	\$5.00
17	PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	20 CY	\$0.01	\$0.20	\$50.00	\$1,000.00
TOTAL CONSTRUCTION COST				\$79,322.70		\$138,705.00

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 CAMPBELL DRIVE STORM SEWER REPAIR
 PROJECT NUMBER:
 0338T076
 CLIENT:
 WILLINGBORO TOWNSHIP

#	DESCRIPTION	QUANTITY & UNITS	Asphalt Paving System, Inc		Spencer V. Maussner, Inc	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	CLEARING SITE	1 LS	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
2	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$5,000.00	\$5,000.00	\$11,999.28	\$11,999.28
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	500 SY	\$20.00	\$10,000.00	\$0.01	\$5.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX 1-5, 1-1/2" THICK	50 TON	\$150.00	\$7,500.00	\$168.00	\$8,400.00
5	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX 1-2, 2-1/2" THICK	80 TON	\$150.00	\$12,000.00	\$150.00	\$12,000.00
6	TACK COAT	80 GAL	\$0.01	\$0.80	\$0.01	\$0.80
7	PRIME COAT (IF & WHERE DIRECTED)	170 GAL	\$0.01	\$1.70	\$0.01	\$1.70
8	24" REINFORCED CONCRETE CULVERT PIPE	190 LF	\$250.00	\$47,500.00	\$100.00	\$19,000.00
9	MANHOLE CAPPING AND GROUTING	1 UN	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
10	MANHOLE, 4' DIAMETER	1 UN	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
11	MANHOLE, 6' DIAMETER	2 UN	\$8,500.00	\$17,000.00	\$6,000.00	\$12,000.00
12	9" X 18" CONCRETE VERTICAL CURB	80 LF	\$50.00	\$4,000.00	\$40.00	\$3,200.00
13	TOPSOILING, 4" THICK	100 SY	\$10.00	\$1,000.00	\$5.00	\$500.00
14	FERTILIZING AND SEEDING, TYPE A-3	100 UN	\$3.00	\$300.00	\$5.00	\$500.00
15	TRAFFIC STRIPES	250 LF	\$4.00	\$1,000.00	\$5.00	\$1,250.00
16	BURROW EXCAVATION, SELECT MATERIAL (IF & WHERE DIRECTED)	500 CY	\$0.01	\$5.00	\$20.00	\$10,000.00
17	PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	20 CY	\$0.01	\$0.20	\$30.00	\$600.00
TOTAL CONSTRUCTION COST				\$131,807.70		\$123,456.78

sc,add,co,bb10%NTE
 20k,cs,pw,br,dl,nca,a
 a,pc

sc,add,co,sd,bb10%,c
 s,pw,br,dl,nca,aa,pc

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 CAMPBELL DRIVE STORM SEWER REPAIR
 PROJECT NUMBER:
 0338T076
 CLIENT:
 WILLINGBORO TOWNSHIP

Midwest Construction Inc.
 114 Brace Road
 Cherry Hill, NJ 08034
 856-795-5723
 add,co,bb10%,cs,pw,
 br,dj,nca,aa,pc

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL
1	CLEARING SITE	1 LS	\$19,500.00	\$19,500.00
2	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$15,000.00	\$15,000.00
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	500 SY	\$14.50	\$7,250.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX 1-5, 1-1/2" THICK	50 TON	\$125.00	\$6,250.00
5	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX 1-2, 2-1/2" THICK	80 TON	\$110.00	\$8,800.00
6	TACK COAT	80 GAL	\$21.00	\$1,680.00
7	PRIME COAT (IF & WHERE DIRECTED)	170 GAL	\$19.75	\$3,357.50
8	24" REINFORCED CONCRETE CULVERT PIPE	190 LF	\$58.00	\$11,020.00
9	MANHOLE CAPPING AND GROUTING	1 UN	\$2,500.00	\$2,500.00
10	MANHOLE, 4' DIAMETER	1 UN	\$2,200.00	\$2,200.00
11	MANHOLE, 6' DIAMETER	2 UN	\$2,600.00	\$5,200.00
12	9" X 18" CONCRETE VERTICAL CURB	80 LF	\$27.00	\$2,160.00
13	TOPSOILING, 4" THICK	100 SY	\$18.00	\$1,800.00
14	FERTILIZING AND SEEDING, TYPE A-3	100 UN	\$10.00	\$1,000.00
15	TRAFFIC STRIPES	250 LF	\$7.50	\$1,875.00
16	BURROW EXCAVATION, SELECT MATERIAL (IF & WHERE DIRECTED)	500 CY	\$30.00	\$15,000.00
17	PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	20 CY	\$50.00	\$1,000.00
TOTAL CONSTRUCTION COST				\$105,592.50

*Barbara L.
for cert & info
Cory + L. J. file*

RESOLUTION NO. 2008 - 156

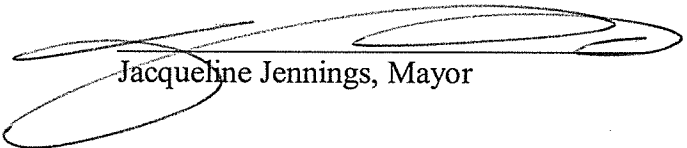
WHEREAS, Willingboro Township Council, by Resolution No. 2008 – 68 awarded a bid to Command Co., Inc., 135 Hartford Road, Medford, New Jersey 08055 for the construction of a Spray Park at Pennypacker Pool in the amount of \$191,195.00 and

WHEREAS, the Engineer has submitted paperwork for Payment Request No. 2 and **Change Order No. 1 (final)** which indicates additional costs (Supplemental \$5,624.00 and Extras \$5,780.00) and a Reduction of \$2,635.00 resulting in an **Adjusted Final Contract Amount \$199,965.00** (increase of \$8,770.00) as per the engineer's letter dated October 27, 2008; and

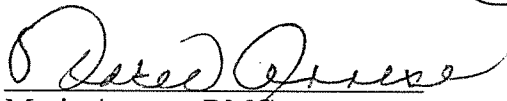
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of November, 2008, that the above change order be approved.

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


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	✓			

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: 11/14/08
Resolution Number: 2008-156

Vendor: COMMAND COMMAND CO INC
135 HARTFORD RD
MEDFORD, NJ 08055

Contract: C8-00004 COMMAND CO- SPRAY PARK

Account Number	Amount	Department Description
C-04-55-906-006-906	8,286.66	GENERAL CAPITAL 2006
C-04-55-907-000-009	483.34	GENERAL CAPITAL 2007
Total	8,770.00	

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

ACTING 

Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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



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

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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)

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& Vena Engineers**
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243 Route 130, Suite 200
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(609) 298-6017
(609) 298-8257 (fax)

October 27, 2008

Ms. Joann Diggs, Township Manager
Willingboro Township
1 Salem Road
Willingboro, New Jersey 08046

**Re: Willingboro Township
Construction of a Spray Park Facility at
Pennypacker Pool
Change Order #1, FINAL
Our File No: 0338 T 071**

Dear Ms. Diggs:

Attached please find change order No. 1 (Final) for the above captioned project. This change order represents the final adjustment of as-built quantities as built in the field.

The final costs are summarized as follows representing an increase of \$8,770.00:

• Original Contract Amount	\$ 191,195.00
• Supplemental items	\$ 5,624.00
• Extras	\$ 5,780.00
• Reductions	- \$ 2,635.00
Total adjusted / final contract amount:	\$199,965.00

If you should have any questions, please contact our office.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



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

KWB/lid
Enclosure(s)

Cc: Jill Cyrus, Director Of Parks & Recreation
James Walker
Greg Sullivan

S:\Willingboro\change order_cvr ltr 0338t071.doc

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R REMINGTON & VERNICK ENGINEERS
V CHANGE ORDER # 1Final

CONTRACTOR: 10/17/08
 Command Co., Inc.
 135 Hartford Road
 Medford, NJ 08055
 609-654-5557

NAME OF PROJECT:
 Construction of a Spray Park Facility at Pennypacker Pool.

PROJECT NUMBER:
 0338-T-071

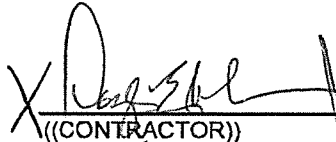
CLIENT:
 TOWNSHIP OF WILLINGBORO

REASON FOR CHANGE:
 Adjustments In As-Built Quantities

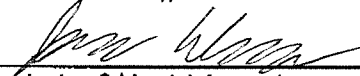
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
2	Schedule 80 PVC Pipe 2" Diameter	180	LF	\$13.00	\$2,080.00
	Wire Mesh Reinforced Concrete pool Deck 6"				
3	Thick	3.5	CY	\$400.00	\$1,400.00
5	Steel Reinforced Concrete Pool Slab 6" Thick	2	CY	\$450.00	\$900.00
14	TOPSOILING, 4" THICK	200	SY	\$5.00	\$1,000.00
15	FERTILIZING AND SEEDING, TYPE A-3	200	SY	\$2.00	\$400.00
					<u>\$5,780.00</u>
REDUCTIONS					
4	Structural Fill, I-5 (If and Where Directed)	-23	CY	\$45.00	(\$1,035.00)
9	Schedule 80 PVC Drain Pipe 12" Diameter	-14.5	LF	\$80.00	(\$1,160.00)
12	Silt Fence (If and Where Directed)	-220	LF	\$2.00	(\$440.00)
					<u>(\$2,635.00)</u>
SUPPLEMENTALS					
1S	6" PVC OVERFLOW DRAIN	175	LF	\$23.00	\$4,025.00
2S	ELECTRIC SERVICE FEEDER UPGRADE	1	LS	\$1,600.00	\$1,600.00
					<u>\$5,625.00</u>
ORIGINAL CONTRACT AMOUNT					<u>\$191,195.00</u>
+ SUPPLEMENTAL					<u>\$5,625.00</u>
+ EXTRA					<u>\$5,780.00</u>
- REDUCTION					<u>(\$2,635.00)</u>
ADJUSTMENT AMOUNT BASED ON					\$199,965.00

CHANGE ORDER NO. 1


ACCEPTED BY:




((CONTRACTOR)) 10/17/08
Date



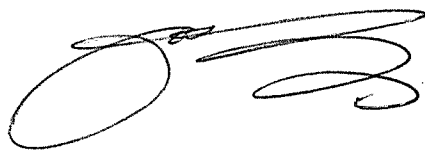
Remington & Vernick Inspector 10/23/08
Date



Municipal Engineer 10/27/08
Date



Remington & Vernick Engineer 10/27/08
Date


11-05-08

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

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Edward J. Walberg, PE, PP, CME
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243 Route 130, Suite 200
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(609) 298-6017
(609) 298-8257 (fax)

October 27, 2008

Ms. Joann Diggs, Township Manager
Willingboro Township
1 Salem Road
Willingboro, New Jersey 08046

**Re: Willingboro Township
Construction of a Spray Park Facility at
Pennypacker Pool
Payment Request #2
Our File No: 0338 T 071**

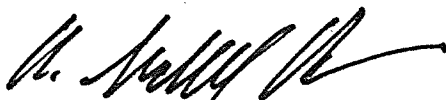
Dear Ms. Diggs:

Enclosed please find Payment Request # 2 from Command Co., Inc. for work performed on the above referenced project. Remington & Vernick Engineers have reviewed the invoice and find all work to be complete.

Therefore, we recommend payment be made to Command Co., Inc in the amount of \$57,467.20.

If you should have any questions, please contact our office.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



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

KWB/ld

Enclosure(s)

Cc: Jill Cyrus, Dir. Of Parks & Recreation
James Walker
Greg Sullivan

S:\Willingboro\payment req 2 cvr ltr 0338t071.doc

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R REMINGTON & VERNICK ENGINEERS
V CERTIFICATE #2

Command Co., Inc.
135 Hartford Road
Medford, NJ 08055
609-654-5557

PROJECT NAME:

Construction of a Spray Park Facility at Pennypacker Pool.

PROJECT NUMBER:

0338-T-071

CLIENT:

TOWNSHIP OF WILLINGBORO

CERTIFICATE #2

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	CLEARING SITE	1 LS	\$40,000.00	\$40,000.00	0.1	1	\$40,000.00
2	Schedule 80 PVC Pipe 2" Diameter	990 LF	\$13.00	\$12,870.00	190	990	\$12,870.00
3	Wire Mesh Reinforced Concrete pool Deck 6" Thick	48 CY	\$400.00	\$19,200.00	0	48	\$19,200.00
4	Structural Fill, I-5 (If and Where Directed)	143 CY	\$45.00	\$6,435.00	0	120	\$5,400.00
5	Steel Reinforced Concrete Pool Slab 6" Thick	31 CY	\$450.00	\$13,950.00	0	31	\$13,950.00
6	New 6' High GreenNon-climbable Fence	54 LF	\$40.00	\$2,160.00	54	54	\$2,160.00
7	Installation of Reservoir	1 LS	\$12,000.00	\$12,000.00	0	1	\$12,000.00
8	Installation of Spray Park Features	1 LS	\$32,000.00	\$32,000.00	1	1	\$32,000.00
9	Schedule 80 PVC Drain Pipe 12" Diameter	95 LF	\$80.00	\$7,600.00	20.5	80.5	\$6,440.00
10	Electrical	1 LS	\$18,000.00	\$18,000.00	0.5	1	\$18,000.00
11	Remove Replace 4" Sidewalk	7 SY	\$60.00	\$420.00	0	7	\$420.00
12	Silt Fence (If and Where Directed)	220 LF	\$2.00	\$440.00	0	0	\$0.00
13	Pump House	1 LS	\$25,000.00	\$25,000.00	0.25	1	\$25,000.00
14	TOPSOILING, 4" THICK	160 SY	\$5.00	\$800.00	160	160	\$800.00
15	FERTILIZING AND SEEDING, TYPE A-3	160 SY	\$2.00	\$320.00	160	160	\$320.00
1S	6" PVC OVERFLOW DRAIN	175 LF	\$23.00	\$4,025.00	0	0	\$0.00
2S	ELECTRIC SERVICE FEEDER UPGRADE	1 LS	\$1,600.00	\$1,600.00	0	0	\$0.00

TOTAL AMOUNT COMPLETED TO DATE	\$188,560.00
LESS 2% RETAINAGE	\$3,771.20
SUBTOTAL	\$184,788.80
LESS AMOUNT PREVIOUSLY PAID	\$127,321.60 ✓
AMOUNT DUE THIS CERTIFICATE	\$57,467.20

SUMMARY

ORIGINAL CONTRACT AMOUNT \$191,195.00
CHANGE ORDERS (ADJUSTED AMOUNTS)

1	(\$2,635.00)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS (\$2,635.00)
AMENDED CONTRACT AMOUNT \$188,560.00

PAYMENTS TO DATE (AMOUNT)

1	\$127,321.60
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)	<u>\$127,321.60</u>
AMOUNT OF THIS CERTIFICATE	<u>\$57,467.20</u>
TOTAL AMOUNT OF WORK COMPLETED	<u>\$188,560.00</u>
NOTICE TO PROCEED DATE	<u>05/05/08</u>
PROJECT COMPLETION DATE	<u>08/15/08</u>

LaQuanda Davis 10/27/08
Contract Administrator Date

John Wilson 10/23/2008
Remington & Vernick Inspector Date

M. Sallie Jr 10/27/08
Municipal Engineer Date

M. Sallie Jr 10/27/08
Remington & Vernick Engineer Date

RESOLUTION NO. 2008 - 68

**A RRESOLUTION AWARDDING A BID FOR
CONSTRUCTION OF SPRAY PARK
AT PENNYPACKER POOL**

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

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Command Co., Inc., 135 Hartford Road, Medford, New Jersey 08055**. The award is for a total bid amount of \$191,195.00 as per the Township Engineer's letter dated April 22, 2008; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of April, 2008, that the bid be accepted as per the recommendation of the Township Engineer.

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	_____	_____	_____	_____

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

CRAIG F. REMINGTON, PLS, PP, Vice President

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

Barbara

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

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(609) 298-8257 (fax)

October 27, 2008

Command Company
135 Hartford Road
Medford, NJ 08055

**Re: Township of Willingboro
Construction of a Spray Park Facility at Pennypacker Pool
Pool Coating
R&V #0338T071**

Dear Sir:

We are in receipt of your letter dated September 17, 2008 regarding the above-referenced project in which you request reconsideration for a change order for the pool coating in the amount of \$9,935.00 as expressed in your earlier letter of July 1, 2008.. It is, and was, the position of Remington & Vernick Engineers that all labor, material, and equipment associated with the "Cement Pool Coating" was to be included in the bid for this project. The scope of work, as mentioned on page 04100-2 section 1.05, outlines the colored deck finish among other items to be included in the project. Payment for this is addressed on page 04100-8 of the specifications which states: "No separate payment shall be made for the items specified above. Include costs for equipment, all labor, modification, demolition, restoration, and appurtenances within the various related lump sum bid items described in the proposal of which each item is a part." The specifications therefore clearly do not provide any indication that there would be a separate payment for the installation of the pool coating.

If you should have any questions, please contact Gregory Sullivan of our Bordentown office at 609-298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Gregory J. Sullivan
K. Wendell Bibbs, P.E., C.M.E.

KWB/GJS/clg

c: Mayor & Council
Joanne Diggs, Township Manager
Jill Cyrus, Director of Parks and Recreation
Kendall Brunson
Marie Annese, Township Clerk
Gregory J. Sullivan, P.E., P.P., C.M.E.
Syreeta Paul
Ray Longmore
Hasson Shipman
James Walker

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November 26, 2008

Appraisal Systems, Inc.
PO Box 422
Mendham, New Jersey 07945

Dear Sir/Madam::

Attached is a certified copy of Resolution No. 2008 – 157 which was adopted by Willingboro Township Council at their meeting of November 25th. Also attached are three (3) copies of the Agreement which are to be signed by Appraisal and the Director, Division of Taxation.

Upon completion please provide one fully executed copy to this office. Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

~~/ma
Att.
cc: Lt. Ken Strother~~

*11/26/08
checked w/ Sp. Appraisal
William Miller*

RESOLUTION NO. 2008 – 157

Whereas, Willingboro Township Council has determined that the service of an Revaluation-Reassessment Firm is needed; and

Whereas, the Willingboro Township Council advertised for Request for Proposals and received responses on September 24, 2008; and


Whereas, Willingboro Township Council has determined that they will designate/appoint **Appraisal Systems, Inc**, PO Box 422, Mendham, New Jersey 07945 as the Revaluation-Reassessment Firm to provide services regarding the Township-Wide Hybrid Reassessment; and


Whereas, for the purposes of N.J.S.A. 40A:11-1 et seq., it is found as a fact that the services to be rendered are such professional services as fall within Section 6 of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements of public bidding under N.J.S.A. 40A:11-5(1)(a) and that the appointee Appraisal Systems, Inc. is qualified to provide such services; and

Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 25th day of November, 2008, that the Township of Willingboro will retain the services of Appraisal Systems, Inc. for a total contract price not to exceed \$729,000 (November 2008 through June 2010).


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: 11/25/08
Resolution Number: 2008-157

Vendor: APPRAISA APPRAISAL SYSTEMS INC
PO BOX 422
MENDHAM, NJ 07945

Contract: C8-00019 APPRAISAL SYS-REVALUATION

Account Number	Amount	Department Description
C-04-55-908-002-001	729,000.00	GENERAL CAPITAL 2008
Total	729,000.00	

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

Barbara L. Lopez
Acting Chief Financial Officer

COPY

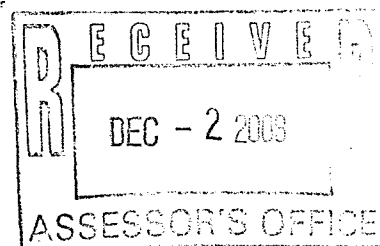
**CONTRACT FOR PROVIDING A
COMPLETE HYBRID REASSESSMENT OF
ALL REAL PROPERTY FOR
TAX EQUALIZATION PURPOSES**

BETWEEN

**THE TOWNSHIP OF WILLINGBORO
A MUNICIPAL CORPORATION OF
THE STATE OF NEW JERSEY**

AND

**APPRAISAL SYSTEMS, INC.
A NEW JERSEY CORPORATION**



ARTICLES OF AGREEMENT

THIS AGREEMENT, made this 26 th day of November, 2008 by and between the **TOWNSHIP OF WILLINGBORO**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Municipality" and **APPRAISAL SYSTEMS, INC.**, an appraisal firm with its principal office located at 8 Cattano Avenue, Morristown, New Jersey 07960 hereinafter referred to as the "Firm;" and
Whereas, the Municipality is engaged in a project to revalue all the lands, buildings and improvements contained within the boundaries of the Municipality and desires to engage the services of the Firm to render necessary advice and assistance in the said project; and

Whereas, the Firm has offered to render such services to the Municipality.

WITNESSETH:

Now, therefore, each of the parties hereto intending to be legally bound hereby agree as follows:

The Municipality agrees to pay the sum of **SEVEN HUNDRED TWENTY-NINE THOUSAND AND 00/00 DOLLARS (\$729,000.00)**, in full for consideration of the services to be rendered herein.

The cost for line items in addition to those contained in the 2008 Tax List Summary reported in the request for proposal shall be as follows:

Class 1 -	\$25.00	Class 4A -	\$300.00
Class 2 -	\$60.00	Class 4B -	\$300.00
Class 3A -	\$75.00	Class 4C -	\$300.00
Class 3B -	\$25.00	Class 15 -	\$50.00

**ARTICLE I
CONTRACT CONTINGENT UPON APPROVAL BY
THE DIRECTOR OF THE DIVISION OF TAXATION**

- A. This contract is contingent upon approval of the Director of the Division of Taxation and shall not be effective until such approval is noted on the approval page provided within this Agreement.

- B. The Firm shall not assign or transfer this contract or any interest therein without written permission from the Municipality, and written permission of the surety company, the County Board of Taxation and the Director of the Division of Taxation

- C. No changes will be permitted in this contract except upon mutually executed writing by the Firm and the Municipality, and written permission of the surety company, the County Board of Taxation and the Director of the Division of Taxation.
- D. The firm will provide proof that the Hybrid Reassessment is accepted by the Burlington County Board of Taxation and the Director of the Division of Taxation.

**ARTICLE II
CONFLICT OF INTEREST**

The Firm and its parent company and subsidiaries or employees thereof, if any, shall not represent any property owner or taxpayer filing a tax appeal with respect to the Hybrid-Reassessment completed by the Firm.

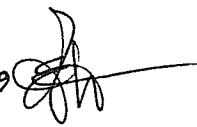
**ARTICLE III
APPRAISAL FIRM: QUALIFICATIONS OF PRINCIPALS AND EMPLOYEES**

- A. The principals of the Firm and the employees of the Firm directly engaged in municipal reassessment programs in this State shall meet the following minimum requirements.
 - 1. Principals shall have ten years practical and extensive appraisal experience in the valuation of the four classifications of property;
 - 2. Supervisors shall have five years of practical and extensive appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience must have been in the mass appraisal field and occurred within the past five years;
 - 3. Field personnel, building enumerators and listers shall have received 150 hours of in-service training pertaining to their particular phase of work and shall be generally aware of the other phases of the revaluation project before starting actual field work;
 - 4. Personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the work.
 - 5. Firm shall name a specific project manager to be approved by Municipality.
- B. The Firm shall submit a resume in behalf of principals, supervisors, and field personnel assigned to this revaluation program, who are subject to approval by Municipality.
- C. Any change in personnel employed under this contract shall be submitted to the Municipality's tax assessor (hereinafter "Assessor") and the County Board of Taxation in writing before the change is to take place. Changes

are subject to assessor's approval. The Municipality may demand replacement of supervisors and field personnel who, in its opinion, are not performing adequately.

ARTICLE IV CONDITIONS TO BE MET BY THE MUNICIPALITY

The Municipality shall facilitate the Firm's performance of the Hybrid Reassessment by providing the following:

- A. Three (3) copies of an up-to-date tax map ~~that has been reviewed and determined suitable for revaluation use by the Local Property and Public Utility Branch.~~ 1/9/09 
- B. Use of abstracts of deeds within the assessor's office.
- C. Use of SR1 - A forms within the assessor's office.
- D. Letters of introduction to facilitate the Firm's representative's access to property.
- E. The mailing addresses of all property owners in the municipality to enable the Firm to maintain a current mailing list.
- F. The use of official records and such other assistance required as an aid to facilitate the Firm's performance of the specifications noted within this contract.

1-13-09
SS

ARTICLE V STANDARDS FOR REASSESSMENT

The Firm shall comply with the standards and conditions as herein set forth.

- A. **Standard of Value**
Real property should be valued in accordance with N.J.S.A. 54:4-1 et seq.
- B. **Property Under Construction**
The Firm shall determine the percentage of completion and the appraisal value of property that is under construction or alteration as of October 1 preceding the implementation of the revaluation.
- C. **Tax Exempt Property**
A separate list of exempt properties shall be provided indicating the values of said property as if taxable.
- D. **Qualified Farmland**
Land qualified under the Farmland Assessment Act of 1964 shall be valued in accordance with its qualified value and its highest and best use value.

**PROPERTY ADMINISTRATION
LOCAL PROPERTY
NEW JERSEY DIVISION OF TAXATION**

FACSIMILE TRANSMITTAL SHEET

TO: BILL TANTUM

FROM: ELIZABETH (BETTY) ASHTON

COMPANY: WILLINGBORO TWP

DATE: 1/5/09

FAX

609 877-1278

INCLUDING COVER: 3

PHONE NUMBER:

609 877-2200 x1012

SENDER'S PHONE NUMBER:

609-292-1788

RE:

YOUR REFERENCE NUMBER:

URGENT

FOR REVIEW

PLEASE COMMENT

NOTES/COMMENTS

Article IV, A. regarding tax maps. Maps have not been reviewed and approved by property Administration. Please adjust or delete.

PO BOX 251 TRENTON, NJ 08695

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E. Three Approaches to Value

The Three approaches to value, where applicable, shall be used in appraising all property.

1. The most recent edition of the Real Property Appraisal Manual for New Jersey Assessors, shall be used as a basis in the application of the cost approach to value for residential property. The Marshall-Swift Valuation manual will be utilized for the cost approach of class 4 properties.
2. The Firm shall collect and analyze local sales that occurred during the previous three years, in its application of the market data approach. The Firm shall prepare a sample format that will be used in the application of this approach to value. Municipality has the right to approve market factor adjustments.
3. With respect to the income approach to value, the assessor shall facilitate the Firm's performance of this approach by requesting a statement of income and expenses as provided under N.J.S.A. 54:4-34 for income producing property. In conjunction with the information obtained from this source, the Firm shall also analyze the local market place to derive economic rates, rentals and expenses in order to arrive at a supportable indication of value. All supporting data relevant to the capitalization procedure shall be submitted with the property record cards.
4. The three approaches to value shall be reconciled and the final estimate of value shall be clearly noted on the property record card.

F. Real Property Appraisal Manual

To facilitate the use of the approaches to value the most recent edition of the Real Property Appraisal Manual for New Jersey Assessors shall be used for residential properties. The Marshall and Swift Cost Estimator Program shall be used for all commercial and industrial properties.

G. Property Record Cards

The firm shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the Real Property Appraisal Manual. Distinct property record cards for each of the four classifications of real property shall be provided. Municipality has the right to approve the form of property record card before field work starts.

H. Information on Property Record Cards

The real property identification material to be entered on property record cards shall include, but not necessarily be limited to, the following:

1. A scaled sketch of the exterior of the building dimensions, including details such as decks, patios and porches;

2. Notations of significant building components and measurements as ascertained from both an interior and exterior inspection;
3. Entries on the property record cards respecting the values of each lot and building including such items as age, construction, condition, depreciation, obsolescence, additions and deductions, appraised value, recent sales prices, rental data and all other pertinent information pertaining to the valuation of the property.
4. Where more than one property card is required in the description of a property, all cards shall be assembled in a standard file folder and properly labeled with photographs attached electronically;
5. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made;
6. Two (2) digital color photographs (front/side & rear/opposite side) shall be taken of the main improvements on each lot.
7. Each interior inspection shall be verified by the owner's or occupant's signature on the property record card.

I. Inspection Procedure

The inspection of each property shall be performed in the following manner:

1. No less than three attempts shall be made to gain entry to each property, with a written record of failed attempts to be kept with the property record card;
2. If successful entry has not been made after the first attempt, a card will be left at the property indicating a date when a second attempt to gain entry will be made.
3. The card shall include a phone number and address to permit the property owner to contact the Firm to make other arrangements, if necessary;
4. If entry is not possible upon the second visit, written notice shall be mailed advising that an assessment will be estimated unless a mutually convenient arrangement is made for a third visit to gain access to the property;
5. The Firm shall schedule inspections during reasonable hours which shall include evenings and Saturdays;
6. The assessor shall be notified in writing of each failure to gain entry to a property and a list of all non-entries and reasons for same shall be provided to the assessor prior to the mailing of values;
7. The Firm shall notify the assessor of any properties discovered not on the current year tax list. Notification of discovered properties shall be in a timely manner to permit the assessor adequate time to place an omitted assessment on the property.
8. The firm will check each property record with the tax map for lot size. If the lot size differs from that size which is recorded on the

tax map the firm will send the Tax Assessor a list to determine the correct lot size to be reassessed.

9. All field personnel will be provided with photo identification from the municipality which shall remain the property of the municipality and returned upon termination of employment.

J. Progress and Control

1. The Firm shall commence work within thirty (30) days after the approval of the contract by the Director of the Division of Taxation and complete all the contract terms, except for taxpayer review and defense requirements, by October 1, 2009. A penalty clause of \$100.00 per day will be invoked if the firm has not completed all terms under this contract, with the exception of defense of appeals, pursuant to the dates specified in this contract. If approval by the Director of the Division of Taxation is granted after February 28, 2009, no penalty clause will be invoked.
2. The Firm shall not be responsible for delays caused by strikes, war, catastrophes or acts of God which might stop or delay the progress of work. Firm will provide prompt written notice of each such circumstance to Municipality.
3. The Firm shall perform the work in accordance with the plan and schedule that is attached to and made part of this contract.
4. A written progress report shall be submitted by the Firm to the assessor at least once a month. The progress reports shall indicate the current status of work and compare the progress of work accomplished with the plan and schedule established. The Firm shall provide written explanation to the assessor where the progress of the work is not in accordance with the contract schedule. A representative of Firm will meet with the governing body of Municipality to discuss progress, if so requested.
5. The progress report shall serve as a basis for proportional payments by the Municipality and shall be submitted with the appropriate Municipal voucher for such payment. A payment schedule based on completion of the various facets of work shall be followed in this regard. In no event shall the Firm bill more than 90% of the total contract price until full completion and performance of the contract, except the requirement of defense of appeals. The municipality shall make the first payment of 10% of the total contract upon execution of this contract and presentation of adequate surety bond.

K. Taxpayer Review

The Firm shall conduct a program of taxpayer orientation and education regarding the revaluation program. The proposed program shall be

submitted to assessor for approval, with specific revisions and additional contact as may be required by assessor. The program shall include, but is not necessarily limited to the following:

1. Press releases describing the purpose and nature of the revaluation program;
2. Meetings with public groups in the community;
3. Mailings approved by the assessor, at the Firm's expense, to all property owners explaining the nature and purpose of the revaluation and setting forth a proposed date for the commencement of inspections in the municipality, and which shall explain how values are established, the need for inspections by Firm representatives who will be properly identified, the manner in which the taxpayer will be notified of a new value, and what the taxpayer's recourse will be if not satisfied at any state of the revaluation;
4. The Firm providing photographic identification cards to its representatives. Copies will be provided to the tax assessor, the municipal clerk, and the police department.
5. The Firm will participate in one public meeting about the reassessment with the governing body, if requested by Municipality, at no extra charge.

L. Land Value Map

Following the formulation of land valuations, a land value map shall be prepared for the assessor for his/her review which indicates all unit values and underlying data used to derive unit values, and is subject to approval by the assessor. The land values will be derived from the market. Adjustments for lot sizes above and below zoning requirements will be made and listed in a Land Value Manual. The Land Value Manual will be given to the Assessor at the end of the revaluation. Preliminary land values will be given to the assessor as they are developed during the course of the program for the assessors input.

M. Office Space, Furniture and Equipment

The firm shall be responsible for all office space and equipment required in connection with this project.

N. Expert Witness

The Firm shall assist by providing expert witnesses in the defense of all valuations rendered to the Municipality that are appealed to the Burlington County Board of Taxation.

1. The Firm's obligation with respect to this requirement is limited to the initial appeal of an assessment during the year in which the revaluation is implemented and the year thereafter.

2. Such assistance shall include a qualified expert from the Firm who is knowledgeable with the properties that are appealed, as well as the comparables used. The expert shall consult with the assessor and municipal attorney in advance of the hearing to prepare for the hearing at no extra charge.

With respect to all appeals made to the tax court, State of New Jersey. The firm offers qualified experts at the rate of one hundred dollars per hour (\$100.00) in connection with preparation, reinspections, consultations, and actual appearances at appeal proceedings.

ARTICLE VI TAXPAYER REVIEW PROCEDURE

- A. The Firm shall provide each taxpayer with an opportunity to review the proposed assessment of his property.
- B. The Firm, at its expense, shall mail a written notice, approved by the assessor, (not to be mailed before November 10, 2009) indicating the appraised value of the property and advising the taxpayer of his right to attend an individual informal review.
- C. Informal reviews shall be held at a designated location within the Municipality and the Firm shall schedule sufficient time to fully review and discuss the proposed assessment with the taxpayer.
 1. Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the Firm.
 2. Sufficient time shall be allowed to hear and conclude reviews on or before December 10, 2009.
 3. A written record of each review shall be provided to the assessor in a format approved by the assessor.
 4. Suggested revisions by the Firm resulting from the taxpayer review shall be made with the consent of the assessor.
 5. Each taxpayer shall be informed in writing by the Firm of the result of their assessment review within four weeks of the conclusion of all reviews. The notice to the taxpayer will be in a manner approved by the Assessor.

ARTICLE VII AFFIRMATIVE ACTION

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are

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

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJAC 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation of sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27

ARTICLE VIII SURETY AND INSURANCE

The Firm shall provide the following coverage to the Municipality to assure that the Municipality will be adequately protected and saved harmless from any lawsuit, litigation, demand, or claim arising out of the revaluation contract.

- A. Workers' compensation insurance coverage in accordance with the standards of this State as set forth in N.J.S.A. 34:15-1 et seq.
- B. Public liability insurance limit in the amount of \$2,000,000 and automobile liability insurance limit in amount of \$300,000 for any one person and any one occurrence respecting property damage.
- C. A performance surety bond in the amount of this contract, executed by a reputable bonding company authorized to do business in this State, subject to reduction to 10% of the contract amount upon acceptance of the completed revaluation by the assessor. Said reduced amount shall remain in effect until the Firm has discharged all obligations respecting the defense of the contract.
- D. Copies of all policies of surety and insurance shall be provided to the Municipality prior to the commencement of any portion of the contract and approved by the municipality prior to the start of the project
- E. The firm shall provide its Business Registration form to the municipality prior to commencement of the project.

ARTICLE IX SUMMARY AND DELIVERY

- A. The Firm shall provide the assessor with completed property record cards filed in sequence by block and lot number of all taxable and exempt properties. All supporting data, documentation and special procedures used in deriving value shall be provided to the assessor.

- B. The Firm shall make available qualified personnel for the purpose of giving full explanation and instruction to the assessor and his/her staff with regard to all materials submitted in all phases of the revaluation.
- C. A magnetic tape containing the new values will be provided by the Firm and shall be in a format consistent with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing district's master file.
- D. The data collected and utilized in the development of all values shall be delivered to the Assessor in an ASCII format so that it may be entered into the computer program chosen by the Assessor. In the event that the municipality has in place an appraisal software package, i.e. Computer Assisted Mass Appraisal (CAMA), the Assessor may require that the revaluation program be performed on said system.
- E. The firm agrees to comply fully with all the terms and conditions as set forth in the Request for Proposal and listed below, and the statements as contained in the firm's proposal.
- The Firm must be on the Division of Taxation's approved "revaluation firm" list,
 - The Firm must comply with all laws and perform strictly in accordance with N.J.S.A. 54:4-1 et seq. when imposing a real estate value.
 - The qualification of employees must meet the standards outlined in Handbook of New Jersey Assessors (1989). Special reference is made to the experience requirements for field inspectors and field supervisors. Sections 802.1 (Revaluation Standards & Procedures) through 802.73 (Magnetic Tape) of the Handbook must also be followed.
 - The Firm must use Microsystems for its Computer Assisted Mass Appraisal (CAMA) programming and Mod IV. The Township shall obtain exclusive ownership of the final database (no data conversions from the other software). The Firm shall generate a property record card for each line item using the New Jersey CAMA system. The most recent State appraisal manual must be used to determine the cost approach for class 2, and 3A properties. Marshall Valuation Cost Service shall be utilized for all remaining classes of properties. The Firm shall meet the performance standards as set forth by the Director of the State of New Jersey Division of Taxation. A computer compact disk containing one front and one rear color digital photograph computer file of each assessed improvement on the line item; digital photograph at an acceptable resolution shall be printable on a PRC format. The file name shall be compatible with existing programs in the Assessor's Office.

- Interior inspections with a mandatory minimum entry percentage of 85% and/or three documented on-site attempts at an interior inspection. The assessor shall be notified of all non-interior inspections after the failed third attempt.
- Issuing at least three (3) press releases describing the purpose and nature of the reassessment program.
- Mailing of a letter, approved by the Tax Assessor, informing property owners of impending reassessment with an explanation of the process and invitation to public meeting.
- A minimum of two publicly advertised evening meetings in prominent public meeting places to provide education to the public about the reassessment process prior to commencement of field inspections.
- Mailing of a letter, approved by the Assessor informing property owners of the forthcoming property inspection.
- Mailing of a final value with informal hearing information.
- Informal hearings by Firm's personnel with taxpayers to be spread over a two- week time period (minimum two days per week.)
- The Township requires that the implementation of the reassessment be complete by 2010.
- The Firm will provide personnel with cell phones as well as a toll free telephone line for all inquiries and scheduling requests for inspections, etc.
- The Firm will provide its own office space, and computer equipment for the purposes of the hybrid-reassessment.
- The Firm must provide two years of defense support of all values before the County Tax Board at no additional cost, and Tax Court appeals at an additional \$100.00 hourly rate. The Township is not required to contract with the successful Firm for defenses at the State Tax Court.
- Firm must provide monthly reports to the County copied to the Tax Assessor stating the work completed and the percentage of the overall job completed.

- Firm must review active building permits and calculate an added assessment as if the work is completed.
- The base price shall include an assessment for all line items. The Firm shall also provide pro-rata fees for additional line items or new construction.
- A list of municipalities that the firm has worked with in the past 3 years, along with reference information from those municipalities (name, title, address and phone number).
- Principals of the Company shall have at least five (5) years of practical and extensive appraisal experience related to the valuation of the various classes of real property in the State of New Jersey. At least two (2) employees or principals of the firm shall hold the New Jersey designation of Certified Tax Assessor (“CTA”).
- The Township requires that a Performance Bond be maintained during the life of the contract. The Firm shall submit with its response a certified letter from a bonding company that states that if the Firm is awarded the contract it will obtain and receive a performance bond for the life of the contract.
- The number of line items by class are:

Class 1	109
Class 2	10,923
Class 3	1
Class4A	155
Class4B	10
Class 4 C	1
Class 15	420
TOTAL	11,620

Prior to commencement of services under this Contract, the Firm shall be a legally constituted business (corporation, partnership, sole proprietor, etc.) authorized to do business in the State of New Jersey and in possession of all necessary permits, licenses, and insurance policies. **A Business Registration Form must be included with the Firm’s response to the proposal.**

The Firm shall describe its approach and plans for accomplishing the work. The Firm must set forth its understanding of the requirements of this RFP and its ability successfully to complete the contract. This section of the proposal shall contain at least the following information: The Firm shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Township that the Firm’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

The Firm shall describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the Firm's approach to communicate with the Township. Detailed resumes must be submitted for all management and supervisory personnel to be assigned to this contract.

The Firm must show that it has the ability to mobilize, undertake, and successfully complete the contract. The award of the contract is contingent upon the Tax Assessor receiving approval by the Director of the State of New Jersey Division of Taxation and the Burlington County Board of Taxation to conduct a Township wide hybrid reassessment program.

IN WITNESS WHEREOF, the Firm has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, and the Municipality has caused these presents to be executed by its Mayor and attested by its Clerk, and its seal affixed hereto, the day and year first above written.

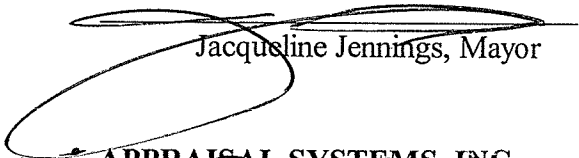
ATTEST:

TOWNSHIP OF WILLINGBORO

By:



Marie Annese, RMC, Clerk

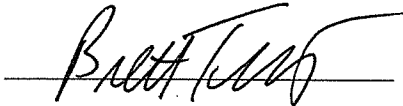


Jacqueline Jennings, Mayor

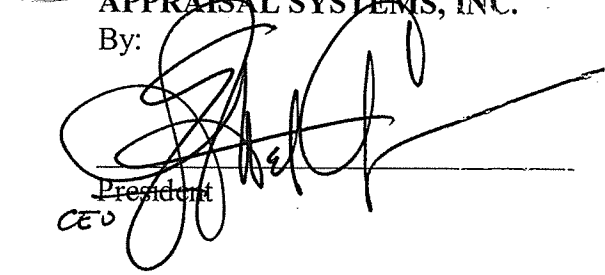
ATTEST:

APPRAISAL SYSTEMS, INC.

By:



Secretary



President
CEO

The foregoing contract is hereby approved this _____ day of _____ 200__, in accordance with P.L. 1971,c.424.

Maureen Adams
Director
Division of Taxation

Acknowledgment for Appraisal Systems, Inc.

STATE OF NEW JERSEY

SS:

COUNTY OF

On this 26th day of November, 2008 before me personally came to me known as Ernest F. Del Guercio who, being by me duly sworn, did depose and say that:

1. This person is the ~~President~~^{CEO} of Appraisal Systems, Inc. named in this Agreement; and
2. This person is duly authorized, as the ~~President~~^{CEO} of Appraisal Systems, Inc., to execute the foregoing Agreement on behalf of Appraisal Systems, Inc.

Michelle Fischer

Notary Public

My Commission Expires:

MICHELLE FISCHER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/2/2011



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO Box 240
TRENTON NJ 08695-0240

JON S. CORZINE
Governor

January 30, 2009

R. DAVID ROUSSEAU
State Treasurer
DIRECTOR'S OFFICE
TEL (609) 292-5185
FAX ~ TRENTON (609) 984-2061

Margaret M. Nuzzo
County Tax Administrator
Burlington County Board of Taxation
49 Rancocas Road
P.O. Box 6000
Mt. Holly, New Jersey 08060

Dear Ms. Nuzzo:

Enclosed are three copies of the dated and fully executed contract for that portion of the reassessment of all real property in the Willingboro Township, Burlington County to be performed by Appraisal Systems, Inc.

I have noted my signature of approval on the contract conditioned on the provision that the revaluation firm obtains a surety bond as required under **N.J.A.C. 18:12-4.10**. A copy of the bond must be forwarded to this office within 30 days. Failure to comply with the provision of conditional approval given by this office shall render the contract invalid.

The assessor is reminded of his or her responsibilities in determining contract compliance and acceptance of the work performed by the firm. It is of the utmost importance that the program be completed by the date as specified in the contract. Since the failure to timely complete reassessments could adversely reflect on the performance of a revaluation firm and possibly jeopardize the firm's status to continue to engage in valuation activities, the importance of effective monitoring of the reassessment program cannot be overemphasized. I have directed the Property Administration Branch to seek explanations and justifying reasons in cases where the terms of the contract respecting completion are not met.


The Board is reminded of its responsibilities under **N.J.A.C. 18:12A-1.14** with respect to obtaining regular reports on the status of the reassessment program from the assessor. Review of the reports would indicate to the Board whether the program will be completed in sufficient time for filing the new values on the tax list which is required to be accomplished under statute by January 10 of the tax year. Since Notices of Assessment must be sent to all taxpayers before February 1, County Tax Boards are urged to take appropriate measures to insure that the assessor file the tax list by the statutory deadline.

The Firm shall describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the Firm's approach to communicate with the Township. Detailed resumes must be submitted for all management and supervisory personnel to be assigned to this contract.

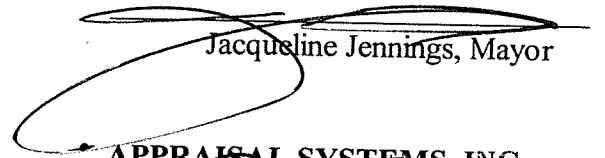
The Firm must show that it has the ability to mobilize, undertake, and successfully complete the contract. The award of the contract is contingent upon the Tax Assessor receiving approval by the Director of the State of New Jersey Division of Taxation and the Burlington County Board of Taxation to conduct a Township wide hybrid reassessment program.

IN WITNESS WHEREOF, the Firm has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, and the Municipality has caused these presents to be executed by its Mayor and attested by its Clerk, and its seal affixed hereto, the day and year first above written.

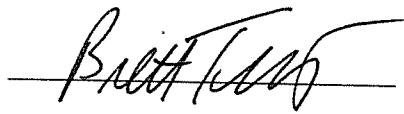
ATTEST:


Marie Anese, RMC, Clerk

TOWNSHIP OF WILLINGBORO
By:

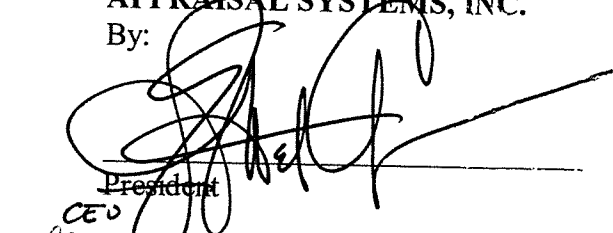

Jacqueline Jennings, Mayor

ATTEST:

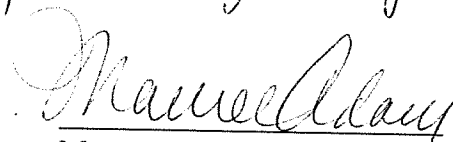

Secretary

APPRAISAL SYSTEMS, INC.

By:


President
CEO

The foregoing contract is hereby ^{conditionally} approved this 18th day of January 2009, in accordance with P.L. 1971,c.424.


Maureen Adams
Director
Division of Taxation

Acknowledgment for Appraisal Systems, Inc.

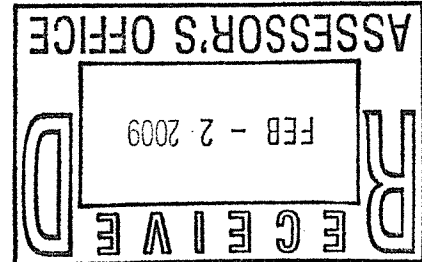


STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 269
TRENTON, NJ 08695-0269

JON S. CORZINE
GOVERNOR

R. DAVID ROUSSEAU
STATE TREASURER

January 29, 2009



Margaret M. Nuzzo
County Tax Administrator
Burlington County Board of Taxation
49 Rancocas Road
P.O. Box 6000
Mt. Holly, New Jersey 08060

Dear Ms. Nuzzo:

Enclosed are three copies of the application for the reassessment of Willingboro Township, Burlington County.

On behalf of the Director of the Division of Taxation, I have affixed my signature of approval on the applications.

As prescribed under N.J.A.C. 18:12A-1.14, the county tax administrator must receive a completed plan of work and monthly status reports on the progress of the work from the assessor. I trust that the program will be monitored closely by the County Board of Taxation to identify any potential problems.

Sincerely,

Patricia Wright
Assistant Director
Division of Taxation

PW:KAT
Enclosure

C: William Tantum, Willingboro Township Assessor

APPLICATION FOR REASSESSMENT PROGRAM
(TO BE FILED WITH COUNTY TAX ADMINISTRATOR)

Taxing District Township of Willingboro

County Burlington

SECTION I - GENERAL INFORMATION

1. Reassessment to be completed 12/15/09 and filed in tax year 2010.
2. All values placed on property will be as of October 1, 2009.
3. Year last revaluation 1994 and reassessment implemented.
4. No. of line items - Class 1 109, 2 10,923, 3 , 4 166.

SECTION II - REASSESSMENT STANDARDS AND PROCEDURES

Below are a series of statements. The statements generally reflect standards and procedures that must be met or performed during a reassessment program. Please read each statement carefully. If you agree with the statement, place a check mark in the box to indicate agreement. If you disagree entirely or partially with the statement, place a check mark in the box to indicate disagreement. A check mark indicating disagreement requires that a separate sheet be attached to this application to express your reason the statement may not be appropriate or applicable in the proposed reassessment.

REASSESSMENT PROCEDURE STATEMENTS

- | | |
|--|--|
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 1. A diligent attempt will be made to thoroughly inspect the exterior of all improvements to carefully note all pertinent physical property characteristics and accurately obtain or verify outside building dimensions. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 2. A diligent attempt will be made to thoroughly inspect the interior of all improvements to carefully note all pertinent construction components and other physical data respecting condition and layout. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 3. A scaled sketch with dimensions of each significant building will be prepared on which building sections, accessories, and story levels or heights will be noted. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 4. The Real Property Appraisal Manual for New Jersey Assessors will be utilized to develop appropriate depreciated replacement costs for all improvements as of the assessment date. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 5. All exempt property assessments will be updated to a current value as of the assessment date. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 6. All land assessments will be updated to a current value as of the assessment date utilizing generally acceptable land valuation procedures. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 7. A land value map shall be developed using appropriate land unit values such as front foot, effective front foot, excess front foot, square foot, acreage value and base or minimum site value. |
| <input checked="" type="checkbox"/> Agree
<input type="checkbox"/> Disagree | 8. Sales of all properties deemed to be usable and occurring within the past three years will be analyzed; and significant data extracted from appropriate sales will be utilized in developing pertinent factors, adjustments, tables and/or schedules for determining current market values of property as of the assessment date. |

- Agree 9. All owners of income-producing property will be requested to submit income and expense information as provided under N.J.S.A. 54:4-34.
- Disagree
- Agree 10. All applicable approaches to value will be employed in the valuation process, and values developed will be reconciled to determine a final assessed value of the property as of October 1 of the pretax year.
- Disagree
- Agree 11. A taxpayer orientation program will be conducted to generally describe the reassessment program and its purpose.
- Disagree
- Agree 12. A notice will be sent to all taxpayers to inform them of their proposed assessed value and how an appointment may be made to arrange for an informal review.
- Disagree
- Agree 13. The tax map is up-to-date and has been reviewed and approved by the Local Property Branch within the past three years.
- Disagree

SECTION III - HYBRID REASSESSMENT

Place a check mark in this box if any portion of the updating valuation process will be performed by individual(s) other than the assessor and his or her staff on the municipal payroll.

If you placed a check mark in the above box, a copy of the proposal or contract for the performance of such services must be attached to this application. Any contract entered into for valuation of all or a portion of the real property in a municipality is subject to the approval of the Director of the Division of Taxation (or his designee).

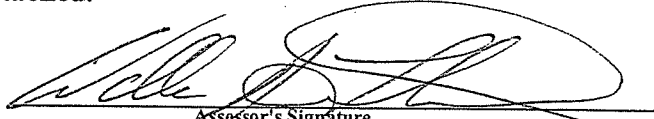
SECTION IV - CERTIFICATION AND ACKNOWLEDGMENT

I hereby declare as tax assessor that the reassessment will be performed as agreed to and stated in this application, and any revision or addendum sheet I have attached. I also fully understand that if I am granted approval to proceed with the reassessment, I will submit monthly reports of the progress and status of the reassessment to the county tax administrator as prescribed in N.J.A.C. 18:12A-1.14(d).

Check if revision or addendum sheet is attached.

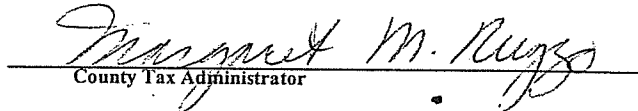
12/3/2008

Date


Assessor's Signature

The BURLINGTON County Board of Taxation at a meeting held on 12/16, 2008 has reviewed the forgoing application and any attached revision or addendum sheet and recommends APPROVAL of the proposed reassessment program.
(Approval or Disapproval)

12/16/08
Date


County Tax Administrator

The foregoing proposal for reassessment is hereby approved this 28th day of January, 2009, in accordance with N.J.A.C. 18:12A-1.14(c).


Assistant Director, Division of Taxation

Ashton, Elizabeth

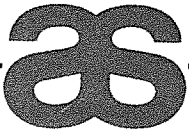
From: William Tantum [wtantum@willingborotwp.org]
Sent: Tuesday, January 06, 2009 4:53 PM
To: Ashton, Elizabeth
Subject: Form AFR Item 13

Elizabeth-

After our phone conversation please be advised that item 13 should be Disagree. Both items were checked because the tax maps are up-to-date but they have not been reviewed within the last three years by Local Property Branch. Also, once an item is checked it could not be changed.

Thank you

Bill Tantum, Assessor
Willingboro Township



APPRAISAL SYSTEMS, INC.

REAL ESTATE APPRAISAL SERVICES

MORRISTOWN OFFICE

8 CATTANO AVENUE
MORRISTOWN, NJ 07960

PHONE: (973)-285-9940

GLEN ROCK OFFICE

266 HARRISTOWN ROAD-3RD FLOOR
GLEN ROCK, NJ 07452

PHONE: (201)-493-8530

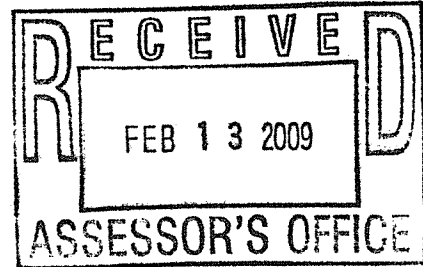
BRICK OFFICE

1608 ROUTE 88-SUITE 115
BRICK, NJ 08724

PHONE: (732)-840-0380

February 10, 2009

Maureen Adams
Director
State of New Jersey
Department of the Treasury
Division of Taxation
PO Box 240
Trenton, NJ 08695-0251



Re: Performance Bond

Dear Ms. Adams:

Enclosed please find a performance bond for the Complete Hybrid Reassessment of the Township of Willingboro.

Respectfully submitted
APPRAISAL SYSTEMS, INC.

Ernest F. Del Guercio Sr., CEO
Chief Executive Officer

Cc William Tantum, Tax Assessor

NEW JERSEY STATUTORY PERFORMANCE AND PAYMENT BOND

BOND NO. 14047115

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, APPRAISAL SYSTEMS, INC., 8 Cattano Avenue, Morristown, NJ 07960 as Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, as Surety, are held and firmly bound unto TOWNSHIP OF WILLINGBORO, One Salem Road, Willingboro, NJ 08046 as Obligee, in the penal sum of SEVEN HUNDRED TWENTY NINE THOUSAND AND NO/100---(\$729,000.00) Dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this 5TH day of FEBRUARY, 2009.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That, whereas, the above named Principal did on or about the 26TH day of NOVEMBER, 2008, enter into a contract with TOWNSHIP OF WILLINGBORO, NJ for COMPLETE HYBRID REASSESSMENT OF ALL REAL PROPERTY FOR TAX EQUALIZATION PURPOSES which said contract is made a part of this the same as though set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by IT to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, or materials, provisions, provender or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED
In the presence of

[Signature]
Witness

APPRAISAL SYSTEMS, INC.
Principal (Seal)
THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety (Seal)

Chris Reder
Chris Reder, As to Surety

Cheryl Coleman
Cheryl Coleman, Attorney-In-Fact

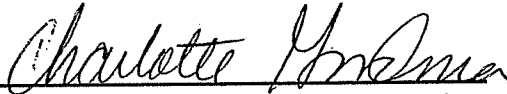
ACKNOWLEDGEMENT OF SURETY

STATE OF NEW JERSEY

COUNTY OF MORRIS

On this 5th day of February, 2009, before me personally came Cheryl R. Coleman, to me known, who being duly sworn, did depose and say that he/she is an Attorney-In-Fact of The Guarantee Company of North America USA and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal; and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.

My Commission Expires



Notary Public

Charlotte Goodman
Notary Public of New Jersey
My Commission Expires April 21, 2013



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
Pursuant to N.J.S.A. 2A:44-143

The Guarantee Company of North America USA, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the Michigan Office of Financial and Insurance Services.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2006 which amounts have been certified as indicated by certified public accountants Plante & Moran, PLLC, 1111 Michigan Ave., East Lansing, Michigan 48823.

<u>Surety Company</u>	<u>Capital Surplus</u>
The Guarantee Company of North America USA	\$54,623,960

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows:

<u>Surety Company</u>	<u>Limitation</u>	<u>Date</u>
The Guarantee Company of North America USA	\$5,462,000	July 1, 2007

- 4) The amount of the bond to which this statement and certification is attached is \$ 729,000.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

- a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is:

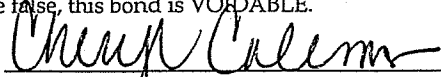
	<u>Limitation</u>
Endurance Reinsurance Corporation Of America 333 Westchester Avenue White Plains, NY 10604	5% Quota Share \$57,135,000

and

- b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, CHERYL COLEMAN, as Attorney-in-fact for The Guarantee Company of North America USA, a corporation domiciled in Michigan, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.


CHERYL COLEMAN, Attorney-in-fact
 (Title)

Dated this 5TH day of FEBRUARY, 20 09



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Cheryl Coleman, Marc Waldor, Maria F. Rodrigues
Brown & Brown Metro, Inc. - Florham Park*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of May, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen Dullard, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of May, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5TH day of FEBRUARY, 2009



Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2007

ASSETS

Cash and Short-Term Investments	\$155,845,099
Marketable Securities	9,843,898
Premium and Agents Balances (under 90 days)	1,471,647
Reinsurance Receivable on paid losses	672,883
Accrued Interest and Dividends	55,496
Other Assets	<u>106,789</u>
Total Admitted Assets	<u><u>\$167,995,812</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 1,925,841
Unearned Premium Reserve	6,772,602
Note Payable to Parent	48,000,000
Accrued Expenses	594,790
Ceded Reinsurance Premiums Payable	586,419
Taxes, Licenses and Fees Payable	105,285
Other Liabilities	<u>252,042</u>
Total Liabilities	<u>\$ 58,236,979</u>

CAPITAL AND SUPLUS

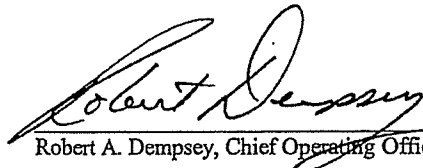
Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>(34,262,137)</u>
Total Policyholders' Surplus	<u>\$109,758,833</u>
Total Liabilities, Capital and Surplus	<u><u>\$167,995,812</u></u>

State of Michigan
County of Oakland

Robert A. Dempsey being duly sworn, says: That he is the Chief Operating Officer and President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2007.

Sworn to before me this 28th day of February 2008.

Cynthia A. Takai
Notary


Robert A. Dempsey, Chief Operating Officer and President

Cynthia A. Takai
Notary Public, State of Michigan
Oakland County Michigan
My Commission Expires February 27, 2012
Acting in the County of Oakland