

**MINUTES
WORK SESSION MEETING
TOWNSHIP OF MONROE
JANUARY 25, 2011**

A.) OPENING CEREMONIES & ROLL CALL

The regular scheduled Work Session Meeting of the Monroe Township Council was called to order by **Council President, Marvin G. Dilks, Jr.** at approximately 7:10 PM in the Conference Room on the first floor of the Municipal Complex, located at 125 Virginia Avenue, Williamstown, New Jersey.

This meeting was advertised pursuant to the New Jersey Open Public Meetings Act (*NJSA 10:4-6 thru 10:4-21*). Notices were placed in the official publications for Monroe Township (i.e.: Gloucester County Times, Courier Post and the Sentinel of Gloucester County). A copy of that notice has been posted on the bulletin board at the Municipal Complex.

SALUTE TO OUR FLAG – **Cncl. Daniel Teefy** led the Assembly in the Salute to Our Flag.

ROLL CALL OF PUBLIC OFFICIALS

Cncl. Walter Bryson	Present	
Cncl. Frank Caligiuri	Present	
Cncl. Rich DiLucia	Present	
Cncl. Ronald Garbowski		Excused
Cncl. William Sebastian	Present	
Cncl. Daniel Teefy	Present	
Cncl. Pres., Marvin G. Dilks, Jr.	Present	
Mayor, Michael Gabbianelli	Present	
Business Admin., Kevin Heydel	Present	
Solicitor, Charles Fiore	Present	
Eng., Chris Rehmann	Present	
Dir. of Finance, Jeff Coles	Present	
Dir. of Public Safety, Jim Smart		Excused
Dir. of Code Enforcement, George Reitz	Present	
Dir. of Community Affairs, Sandy Dilks		Excused
Twp Clerk, Susan McCormick	Present	

Mayor Gabbianelli inquired on the status of Mrs. Dilk's recovery. **Cncl. Pres., Marvin Dilks** responded that she had been admitted back to the hospital with an infection but should be home sometime tomorrow. If all goes well she should be on her way back to recovery.

B.) MATTERS FOR DISCUSSION

- **Review – Williamstown Square Redevelopment Documentation**

Solicitor, Charles Fiore advised council members this matter was scheduled to be heard by the Local Finance Board (*LFB*) on February 9th as a result of the applicant's

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B.) MATTERS FOR DISCUSSION (cont'd)

efforts to move this project forward. It has since been pushed back as a result of further discussion that ensued as a result of Bond Counsel (*Parker, McCay*) reviewing all the relevant documents that are going to be a part of the application process. This review came about based upon some discussion and this being a cutting-edge, very complicated project. Also because of the history and the procedure connected with the LFB it was found to be a good idea to have Bond Counsel involved. **Mayor Gabbianelli** advised there were meetings where Bond Counsel was present and they were in the loop through the procedure. **Solicitor Fiore** went on to note that Bond Counsel was asked to take a look at the legalities involved with respect to the Redevelopment Bond Law asking that the scope of the review be limited to just that. Parker, McCay then provided a very comprehensive review (*memo dated January 18, 2011 from Philip A. Norcross, Esquire and Jeffrey D. Winitsky, Esquire*) after which a meeting was held (*Mayor, Chris Rehmann, Cncl. Sebastian and Solicitor*) and the scope of the review dealt with their personal opinion as to the process. The crux of what we were looking at was as to whether or not the financial agreement was, in fact, legal and within the confines of the law. It was found to be within the legal constraints that are required under the redevelopment law. Mr. Fiore noted that commercial obligation is not going to pass on to the municipality. There was discussion regarding the 8½% interest rate, this was a sort of premium and something that was based upon all the risk involved with the project for all parties. He explained one of the items that will be amended under the agreement is that the municipality will apply to DCA to decrease the construction permit fees and inspection fees that are involved (*construction office only*). If in the event this is not waived by DCA they (*applicant*) will be completely responsible. Mr. Fiore added that he did speak personally with the attorney for the applicant on this point. He reviewed briefly some of the concerns brought up by Bond Counsel referred to on page 7-8 of the memo from Parker McCay. He explained the applicant is still going to be required to go before the Planning Board, required to undertake any studies the Planning Board may require such as: traffic, environmental, etc. He added this is a DEP project as well as being located in the Pinelands and they still are not waiving any of that review process. The Solicitor spoke on one of the most confusing aspects in the concept of "*Force Majeure*" which is a legal concept when defaults occur. He noted there is a lot of personal opinion throughout the memo but legally it (*agreement*) conforms with all the requirements under the RAD bonding law.

Cncl. Frank Caligiuri spoke on some figures involved with the proposed project and noted it was his understanding that there is 300,000 sq ft. of area and presuming that area is entirely developed and we receive \$2.70 per sq ft. that would equate to \$810,000.00 in fees of which 65% is put aside in an escrow account. The first thing that does not appear clear, is that they would liquidate the escrow at the end of the year because technically they could underpay the loan and carry this 8½% premium indefinitely by just simply making payments against the promissory note. **Mayor Gabbianelli** indicated that was a good point however when this matter was discussed his impression was that the loan was going to get paid off ASAP. **Engineer, Chris Rehmann** explained that within fifteen (15) days we have to write them a check. Mr. Fiore responded that it may not be 15 days, but there is a provision where the check has to be written so the monies are cleared out of the account. **Cncl. Caligiuri** noted if the maximum loan on that is \$6.9 million at 8½% and they are

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B.) MATTERS FOR DISCUSSION (cont'd)

putting \$526,500.00 into the escrow account the payments on that over a twenty year period are \$729,129.00 (*if amortized*). So it is actually impossible for them to pay this loan off, if it actually ever went to \$6.9 million because they would never have enough money. **Cncl. Caligiuri** then submitted an amortization schedule. **Cncl. William Sebastian** questioned if the escrow amount changes as monies come in. There then took place discussion on the figures involved with the escrow monies and the amount of money taken in, the cost per sq ft, and the figures associated with an amortization schedule over twenty (20) years. **Engineer, Chris Rehmann** then explained the estimate for the construction costs is \$3.4 million with perhaps another \$1 million in soft costs and construction management fees. They are taking some of construction management costs because they have to process the loans. Mr. Rehmann noted he was looking for something that is somewhere in the range of \$4.5 million. Solicitor Fiore indicated the township would have to reflect the correct amount of the promissory note as the LFB will require the correct number. Adding the financial agreement will be made to agree with the promissory note because the agreement, although it references the promissory note, does not have a specific amount included. **Cncl. William Sebastian** noted that a question come up from Parker, McCay as to why there was no maximum number in the agreement. As it turned out, the maximum number is what we have the promissory note for therefore if we change the promissory note to whatever figure that would be the new maximum amount. And whatever it is it will be referred to in their agreement. **Director of Finance, Jeff Coles** noted the amount of money going into that escrow is probably going to be lower because the tax payments for the land are going directly to the tax office. This would have to be averaged into the amortization. **Cncl. William Sebastian** noted *for the record* that he attended the meeting on Thursday (*January 20th*) as the Ordinance Chairman due to a concern he had regarding the two ordinances that were scheduled for 2nd reading at this evening's regular council meeting. He was not representing council or the redevelopment committee he was strictly there because of the ordinances. **Cncl. Daniel Teefy** noted if the township is at \$6.9 million they can then ask for a loan for anything up to that amount and questioned how do know exactly what the cost is going to be. **Engineer, Chris Rehmann** explained we had defined the cost in the Memorandum of Understanding and we are in control of the award of the contract. This only covers the traffic signal and the widening of the Black Horse Pike for the turning lanes, all remaining infrastructure is on the developer. The township will not bid this project until they have a building permit in their hands and are under construction. Mr. Rehmann went on to note that the township is going to proceed to get the approvals to build the project, which they will pay for. Then the 8.5% starts to run because it is their money they are putting up, the township is not putting up any money. He indicated that if the project comes in at or below the cost estimate we may not be obligated to award it unless they have performed on their part, which is start to construct the building. If the cost goes over that amount, Mr. Rehmann did not believe that we are obligated to award it he felt at that point we would have to go back to the negotiating table and figure out how the extra cost will be done. He went on to explain certain figures involved and noted that perhaps Nick Petroni could have run an amortization schedule. **Cncl. Caligiuri** indicated the he prepared an amortization schedule. Mr. Rehmann noted he had no objection to what Cncl. Caligiuri did however, this schedule was done on the \$6.9 figure. If they are paying on the rate of \$2.70 per occupied

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B.) MATTERS FOR DISCUSSION (cont'd)

space based on the revenue we get and the amount of money we have to pay them to advertise the \$6.9 million over the twenty-year life of the pilot program, it is not going to work. Discussion continued on the financing aspects and the dollar amounts used in the calculation of an amortization schedule. **Cncl. William Sebastian** noted that we must remember too that the total number in the promissory note has to include the 8.5% pay out. Once you reach a number, if you change the number from \$6.9 million to \$4.5 or whatever, that is the total amount to expend. This includes the percentage you are paying of the 8.5% on money borrowed.

Mr. Coles indicated if we have a problem with the amount of the payback, in not being able to pay that back over the length of the loan then we are obligated at the end to pay some sort of payment to these individuals. He suggested why don't we just say at the end of the thirty (30) year term, if they have not built out enough to gain monies then whatever amount is left over is theirs to eat, not our responsibility. Therefore, if we do go up to \$6.9 million and they do not build out soon enough and we do not get that revenue in soon enough to pay back then they are obligated to eat that much at the end of the loan, in that way they are taking the obligation. **Cncl. Frank Caligiuri** indicated he did not feel there was a problem all we need to do is reduce the promissory note. It would be a crime to allow them to have that amount, just in case. Because simple math says that they are not going to be able to pay. Discussion took place on the interest rate and if it was negotiated to the fullest extent possible. **Engineer, Chris Rehmann** noted since we are not going to the Local Finance Board this month he questioned the solicitor on the need for another meeting on the whole matter. **Mr. Fiore** felt it was advisable to bring in the developer to iron out all the details and address any questions. **Mr. Rehmann** then noted he did not want to delay this because he felt somewhere along the way *Christie (Governor)* is going to make a change to the Pilot programs.

Cncl. William Sebastian then indicated for the record that none of this has an effect on the two ordinances scheduled for Second Reading at the regular council meeting regarding the Williamstown Square project. **The Solicitor** then advised since one of ordinances references the promissory note he would recommend that both ordinances be removed from the agenda and placed on the February 8, 2011 regular meeting agenda for Second Reading.

- **Used Car Dealership Application**

Cncl. Pres., Marvin Dilks referred to an application packet submitted to the Clerk's Office from the Zoning Officer for approval of a "Change in Occupancy" to an existing car lot located at 2010 Black Horse Pike (*Block 101, Lot 57*). **Cncl. William Sebastian** indicated this was a pre-existing used car lot and these are not new owners, they are leasing from the original owners. After a brief discussion, the matter will be addressed under the "CORRESPONDENCE" section of the regular meeting agenda to authorize the Clerk to execute the Approval Certificate.

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B.) MATTERS FOR DISCUSSION (cont'd)

• **Resolution R:47-2011**

Resolution of the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey Calling on Governor Christie to Sign S-1 Into Law.

Cncl. Pres., Marvin Dilks indicated this was placed on the agenda for discussion as a request from Administration was received. This bill (S1) deals with the elimination of COAH and replaces it with an easier way to administer the system. **Solicitor, Charles Fiore** indicated he had contacted Senator Sweeney's office on this and they were to supply him with some information or summary to show us what sort of effect S1 as amended is going have. It is really up in the air as to the effect, we know that it will not be applied to commercial property and we know there will be certain categories for individual towns. Some towns may have an obligation to re-hab, others may have an obligation for re-hab and construction. The Mayor noted that S1 is going to include mobile homes which zeros us out. **Mr. Rehmann** noted that Egg Harbor Township got that advantage out of their mobile homes. Mr. Fiore noted he did not see any type of summary on this and if it included all mobile homes or new construction versus old construction. He felt the addition of Summerfields West will have a huge impact on us. It may be good bill he just was not clear on what the specifics of the bill entailed. **Cncl. Walter Bryson** then stated the bill has not been recommended by the League of Municipalities. One of the reasons is S1 has even more restrictions than COAH (*in the way of little coded areas*) and there is no real protection for municipalities. The Solicitor noted we may be for this bill but he would prefer to get a copy of the summary from Sweeney and share this with council. There was some discussion on our Round 2 obligation and the solicitor noted even though we may have gotten credit for Round 2, if they have not been built we will not get credit for them, at least that is what he read today. Mr. Fiore advised there is much literature being distributed on various items in the bill and he was not comfortable in moving this along until he had the opportunity to review the documentation. It was the consensus of council to remove Resolution R:47-2011 from the agenda until further information is received and there is ample time to review. Discussion continued on various aspects of the current regulations.

C.) PUBLIC PORTION

Cncl. William Sebastian made a motion to open the Public Portion. The motion was seconded by **Cncl. Rich DiLucia** and unanimously approved by all members of Council in attendance.

Pete Mercanti (*Gloucester County*) took the opportunity to introduce Mike Burke, Senior Accountant for Gloucester County. Mr. Burke will be a new liaison from the county, who, along with Mr. Mercanti, will be attending our council meetings to bring back any problems, concerns or questions to the county and expedite any type of response.

Engineer, Chris Rehmann advised that we have been working on the design of the intersection at Fries Mill Road and Rt. 322, this is a county road that intersects with a

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C.) PUBLIC PORTION (cont'd)

state highway. The design is complete and it is currently up at the state level. He added the design was not done by ARH it was done by a private engineering office paid for by the four developers (*four corner properties*). Mr. Rehmann explained there was a step missed in that the plan should have been submitted to the Gloucester County Engineer, Vincent M. Voltaggio. Mr. Voltaggio advised to go ahead, don't wait for me just make sure the four developers know their final site plans have to come before the county planning board. Mr. Rehmann stressed that was a way of cooperation from the county engineer's office so that we can try to keep the \$2 million dollar that the mayor had negotiated for the construction costs. In his opinion, the cooperation on behalf of Mr. Voltaggio was a good thing.

Jeff Mercanti, resident of Deer Chase posed a question regarding Williamstown Square and the impact this will have on the traffic along that corridor. He questioned if the traffic flow along Main Street and the Black Horse Pike is going to change. **Engineer, Chris Rehmann** explained the light at this intersection will remain as well as the jug handle. There will be a second traffic light that will be located between that intersection and Corkery Lane, at a paper street (*Charm Road*) that is subject to the promissory note (*as referenced above*). Mr. Rehmann noted in addition to the traffic signal there will be turning lanes constructed with the idea that on the south side of the BHP the old Acme shopping center can have access to that same light to give them a way of getting traffic that is coming west into the center. Mr. Mercanti voiced his major concern as being Corkery Lane. **Mayor Gabbianelli** noted Corkery Lane is a mess now and the county allowed that to happen when Wawa went in without widening the road. This is a county highway and that never should have happened. There was a great deal of discussion on the congestion and back up along Corkery Lane at certain times during the day. The Mayor advised Mr. Mercanti to contact Freeholder Damminger with his concerns. **Cncl. Walter Bryson** then discussed another problem with Corkery Lane and the Black Horse Pike in the area of the new Checkers. This section of roadway has been sitting there with an unpaved, unusable lane waiting for some kind of approval to either take it out or finish the roadway. **Mayor Gabbianelli** noted the issue is with the State of New Jersey, as they do not want the right hand turn lane. **Cncl. Bryson** added that during this time of year with the snowfalls someone is going to inadvertently go into that curbing thus causing an unsafe condition. **Mr. Rehmann** advised that he will contact the developer and advise him he has to address this. The Mayor then explained this part of Corkery Lane is a township road, we told them what we wanted, they did not have to go to the county who in turn went to the state. They built the intersection, as approved by the Monroe Township Planning Board, with a right hand turn lane. Now, it is two years later and we are still sitting waiting for some kind of determination. For clarification, it was noted the Wawa side of Corkery Lane is a county roadway and it intersects with the Black Horse Pike which is a state highway. The opposite side (*Checkers*) of Corkery Lane is a township road that intersects with the Black Horse Pike.

There was then mention of a huge pothole situated just at the curve from the Black Horse Pike to Corkery (*Wawa side*). Mr. Rehmann spoke of the jurisdiction with maintenance being at the point of tangency where the curve comes around to Corkery and he felt it was probably within the jurisdiction of NJDOT.

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C.) PUBLIC PORTION (cont'd)

Jeff Mercanti then noted his main concern in bringing up the traffic conditions was so that it would be taken into consideration. It is a mess now and if that corridor (*Williamstown Square*) is going to be developed it will only get ten times worse.

With no one else wishing to speak **Cncl. Frank Caligiuri** made a motion to close the Public Portion. The motion was seconded by **Cncl. William Sebastian** and unanimously approved by all members of Council in attendance.

D.) NEW BUSINESS - None

E.) OLD BUSINESS

Cncl. Frank Caligiuri spoke of being in need of some contact information for RD Management. The Mayor noted he has not been in contact with them at all but thought that Mr. Caligiuri had scheduled a date for a meeting; however, he will make sure that he gets the information requested. **Cncl. Caligiuri** spoke of an email sent on December 29, 2010 to Mr. Heydel requesting an accounting of the revenue generated from the library multi-media rooms and if there was any plan to do something with the surplus space. Mr. Heydel will get the information to Mr. Caligiuri and the mayor indicated with the state of the economy he did have any information on the surplus space at this time. **Cncl. Caligiuri** just noted he wanted to keep the matter in the forefront so no one forgets about it. He then referred to an email sent January 3, 2011 to Mr. Heydel in reference to a transfer of funds between Public Works and the Parks & Rec department. This was done via resolution R:48-2010 on December 14, 2010. Mr. Heydel explained it was a salary transfer as we transferred a Public Works employee into the Parks & Rec department therefore the salary expense got charged to Parks & Rec but the salary did not move over with it. **Cncl. Caligiuri** questioned if Mr. Rodier was contacted on the funds that were held back on the library project. The Mayor noted that Mr. Rodier has been contacted, he checks in everyday and he was advised once the building stops leaking we will be glad to pay him the \$10,000.00 that is being withheld. **Cncl. Caligiuri** referred to a vendor who was applying interest charges to his invoices and he questioned the solicitor if he was allowed to do this legally. The solicitor indicated if it is not part of his contract he cannot charge interest. **Cncl. Caligiuri** then referred to an email sent January 11, 2011 to Mr. Heydel requesting a copy of the preliminary budget. Mr. Heydel noted when the presentation on the budget was given to council, at the December 14, 2010 work session, an entire packet was distributed which included the revenue and the department operating expenses. This information has not changed however, Mr. Heydel will submit detailed line items by department and he will have this information to council by the end of the week.

F.) COMMITTEE REPORTS

Cncl. William Sebastian reported on a memo sent to **Cncl. Pres., Marvin Dilks** with regard to a request received from the MT Police Officers Association on a "Unified

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F.) COMMITTEE REPORTS (cont'd)

Promotional Procedure". In summary, the recommendation of the Public Safety Committee to council members is that this council not entertain said request at this time. Meetings between the MT Police Officers Association and the Administration need to be held and documentation filed as to how these meetings relate to the current contract and any future contracts.

Cncl. Rich DiLucia reported on his attendance at the School Board meeting of Thursday, January 20th and there were some questions directed to Mr. DiLucia concerning an issue dealing with additional enrollment particularly at the high school level. They questioned the number of houses that council is involved with approving. Before Mr. DiLucia had a chance to respond, the President indicated it was inappropriate to discuss at a school board meeting, it was between the municipality and whatever organization was posing the question. It was suggested this issue be brought up before council and the woman indicated she would attend the next council meeting.

G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED - 1/25/11

Cncl. Walter Bryson referred to Resolution R:32-2011 *A Resolution Establishing Interest Rate and Penalties on Delinquent Taxes*. There is still on-going work being done with regard to this in committee because we wanted to look into doing something about reducing the 18% interest rate figure. The Solicitor suggested that the **Director of Finance, Jeff Coles** comment on the effect of the statutory law. Mr. Coles noted that the township is already in a devastating situation with this budget and anything that cuts revenue may make it worse. At this point there was much discussion with many people speaking at the same time. **Cncl. DiLucia** questioned who generated this resolution. It was noted this is a routine resolution that is generated each year. He then questioned if the 6% penalty referred to in the resolution was something new. The solicitor responded no, we are doing this according to state statute. **Cncl. DiLucia** was under the impression that everything over a certain number went to 8% and 18% and this seems to imply it will go to 24%. Discussion took place on the interest rate involved. **Cncl. Walter Bryson** noted when a person is in a situation where they are behind in their taxes we should not be the ones to stand up there and grab them by the head and twist them and turn them upside down and shake them. If anything, we are supposed to serve the citizens of this township, if we can't put our monies together to make the township run without taking advantage of people where are we. **Mayor Gabbianelli** then questioned why would anyone pay their taxes if the interest rate penalty was changed. He totally understood Mr. Bryson's point and how he felt in his heart but the mayor noted it is not fair to the rest of the taxpayers who routinely pay their taxes on time. **Cncl. Walter Bryson** then made a motion to table this matter. There was no second. **Cncl. DiLucia** noted before any of that he requested someone to explain whether that is a new provision the 6% penalty and if someone owes more than \$10,000.00 do we charge them 24% as he did not recall that being contained within the prior resolutions. **Mr. Coles** noted it is not a new state law. That 6% figure is a mandatory state law, the other percentage rates are not mandatory. Mr. Coles explained if you do not pay your taxes within the 10 day period and you pay on the 11th day then you are being charged that percentage rate based on whether you owe over \$1,500.00. **The**

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G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED – 1/25/11 (cont'd)

Solicitor then advised if there was a motion made to table this resolution it would have to be done formally on the floor at the regular council meeting.

Cncl. Frank Caligiuri referred to Resolution R:36-2011 *Resolution Awarding A Contract For Professional Services To QC, Inc. For Groundwater Analyses And Reporting Associated With The Monroe Township Landfill For The Township Of Monroe, County Of Gloucester, State Of New Jersey, For The Year 2011* questioning if that contract was given to Land Resource Solutions. **Solicitor, Charles Fiore** indicated he received a response from Trevan Houser who advised he was only there to be responsible for this as the redeveloper and since they are no longer the redeveloper it is not part of costs they are going to recoup through the grant. They will not be providing this service.

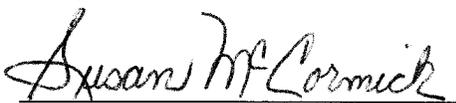
H.) QUESTIONS REGARDING ORDINANCES SCHEDULED – 1/25/11

Cncl. Frank Caligiuri referred to Ordinance O:01-2011 *An Ordinance To Amend The Code Of The Township Of Monroe Fixing And Establishing Salaries And Rates Of Compensation Of Officers And Employees Of The Township Of Monroe, In The County Of Gloucester, State Of New Jersey* questioning if we can legally approve this before we pass the budget. **Ordinance Committee Chairman, Cncl. William Sebastian** explained this ordinance is only raising the maximum rate, it is not guaranteeing a salary. **Mr. Coles** advised that it is the mayor who sets the individual salaries. **Mayor Gabbianelli** noted that all bargaining units, associations, etc. are under contract for this year. **Cncl. Sebastian** again noted as far as council is concerned we are only raising the limit, it has nothing to do with the budget figures.

I.) ADJOURNMENT

With nothing further for discussion, **Cncl. Daniel Teefy** made a motion to adjourn the Council Work Session of January 25, 2011. The motion was seconded by **Cncl. Frank Caligiuri** and was unanimously approved by all members of Council in attendance.

Respectfully submitted,



**Susan McCormick, RMC
Municipal Clerk**



Presiding Officer

These minutes were prepared from the tape-recorded proceedings and the hand written notes of the Council Work Session of January 25, 2011 and serves only as a synopsis of the proceedings. Portions of the official tape may be heard in the Office of the Township Clerk upon proper notification pursuant to the Open Public Records Law.

Approved as submitted *FW* Date 2/8/11
Approved as corrected _____ Date _____