

RESOLUTION NO. 2002-1  
 A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
 WILLINGBORO PROVIDING FOR TEMPORARY BUDGET  
 APPROPRIATIONS FOR 2002

---

WHEREAS, the Revised Statute 40A:4-19 provides that temporary appropriations should be made for the purpose and amounts required as hereinafter provided;

WHEREAS, this temporary budget must be adopted prior to January 31, 2002 for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2002 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2002 budget is the sum of : \$5,121,689.00

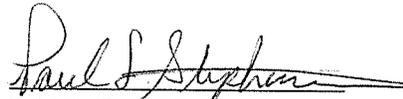
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2002, at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of this Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

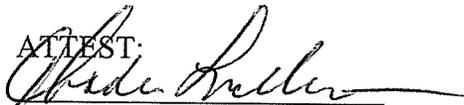
TEMPORARY BUDGET APPROPRIATIONS FOR 2002

Township Manager	SW	66,381
Township Manager	OE	5,700
Receptionist	OE	9,975
Advisory Comm	OE	11,388
Human Resource	OE	6,000
Township Council	SW	10,125
Township Council	OE	4,465
Township Clerk	SW	40,500
Township Clerk	OE	4,775
Finance Admin	SW	59,683
Finance Admin	OE	10,000
Audit Services	OE	14,375
Tax Collection	SW	44,460
Tax Collection	OE	2,364
Tax Assessment	SW	21,807
Tax Assessment	OE	2,488
Township Attorney	SW	15,225
Township Attorney	OE	16,775
Engineer Costs	OE	3,500
Planning Board	SW	225
Planning Board	OE	800
Zoning Board	SW	413
Zoning Board	OE	175
Constr. Official	SW	13,852

Constr. Official	OE	756
Housing Inspection	SW	65,000
Housing Inspection	OE	17,850
Fire Marshall	SW	2,697
Fire Marshall	OE	219
Elec/Plumb Ins	SW	24,041
Elec/Plumb Ins	OE	35,000
Uniform Fire	SW	16,530
Uniform Fire	OE	150
Insurance Buyback		36,000
Liability Insurance	OE	91,946
Employee Group	OE	297,745
Unemployment Insurance		8,750
Police	SW	1,600,000
Police	OE	150,000
Emergency Mgt	OE	2,113
Emergency Squad - Contribution		8,750
Fire Department	SW	95,000
Fire Department	OE	68,375
Prosecutor	SW	7,190
PW Admin	SW	25,214
PW Admin	OE	125
Streets and Road	SW	270,000
Streets and Road	OE	54,325
Snow Removal	SW	45,000
Snow Removal	OE	46,000
Traffic Signal	OE	4,625
Recycling	SW	11,123
Recycling	OE	1,399
Garbage & Trash	Contractual	202,000
Buildings and Grounds	SW	29,333
Buildings and Grounds	OE	32,613
Public Health	SW	15,000
Public Health	OE	3,750
Animal Control	SW	30,820
Animal Control	OE	3,175
Recreation Serv/prog	SW	140,200
Recreation Serv/Prog	OE	76,763
Public Events	OE	11,320

Library	SW		10,362
Library	OE		300,000
Prior Year Bills			21,375
Electricity	OE		66,750
Street Lighting	OE		98,500
Telephone	OE		27,993
Water	OE		6,500
Gasoline	OE		30,875
Landfill/Waste	OE		300,000
PERS	OE		4,846
Social Security	OE		180,000
Municipal Court	SW		36,193
Municipal Court	OE		2,820
Public Defender	SW		2,772
Public Defender	OE		750
Public Assistance	SW		11,149
Public Assistance	OE		1,733
Capital Improvement Fund			147,000
MUNICIPAL DEBT SERVICE			3,051,446
TOTAL			
			8,197,412
LESS:			
Public Assistance	SW	-11,149	
Public Assistance	OE	- 1,733	
Capital Improvement Fund		-147,000	
Municipal Debt Service		3,051,446	-3,211,328
TOTAL TEMPORARY BUDGET			4,986,079

  
 PAUL L. STEPHENSON  
 MAYOR

ATTEST:  
  
 Rhoda Lichtenstadter, RMC  
 Township Clerk

RESOLUTION NO. 2001-2

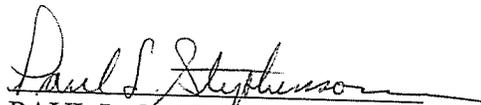
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF TOWNSHIP SOLICITOR, COUNSEL FOR LEGISLATIVE AFFAIRS, MUNICIPAL PROSECUTOR, ASSISTANT TOWNSHIP SOLICITOR, SUBSTITUTE PROSECUTOR; PUBLIC DEFENDER; AUDITOR , AND BOND COUNSEL.

WHEREAS, the terms of the Office of Solicitors, Municipal Prosecutor, Assistant Township Solicitor; Public Defender; Substitute Prosecutor; Special Counsel, Auditor and Bond Counsel have expired; and

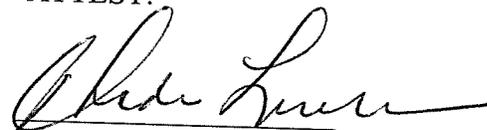
WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 1st of January, 2002, that , JOHN COLLINS, is appointed as MUNICIPAL PROSECUTOR, pursuant to N.J.S.A.-2B:12-27, KIMBERLY PHILLIPS, ASSISTANT TOWNSHIP SOLICITOR; CINDI S. COLLINS, is appointed as PUBLIC DEFENDER; DENISE A. KUESTNER, ESQ., SUBSTITUTE PROSECUTOR; STEPHEN E. RYAN, Acting for Edmund D. Bowman is appointed as TOWNSHIP AUDITOR, and EDWARD J. MCMANIMON, III, BOND COUNSEL, for a term expiring 12/31/2002, MICHAEL ARMSTRONG, TOWNSHIP SOLICITOR, WILLIAM J. KEARNS, JR., Counsel for Legislative Affairs.

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance or by agreement.

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

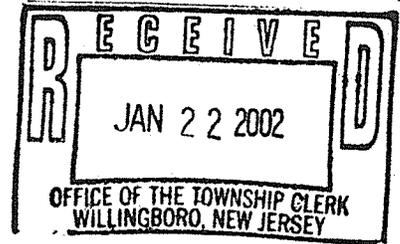
TELEPHONE  
(973) 622-1800

ONE RIVERFRONT PLAZA, FOURTH FLOOR  
NEWARK, NEW JERSEY 07102-5408

FAX (973) 622-7888  
FAX (973) 622-3744

Direct Dial No. (973) 622-5028

January 16, 2002



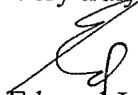
Rhoda Lichtenstadter, RMC  
Township Clerk  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

Dear Rhoda:

Thank you for your letter indicating that our firm had been re-appointed to serve as bond counsel to the Township for 2002. I appreciate the continuing confidence in our firm and look forward to serving you and the other officials of the Township during the year of 2002. Please express our appreciation to the governing body for their continued confidence.

In accordance with your request, I am enclosing herewith two copies of a draft agreement concerning our services as bond counsel to the Township in 2002. Please have one executed copy of the agreement returned to me for our files. Thank-you.

Very truly yours,

  
Edward J. McManimon, III

EJM/em  
Enclosures

A G R E E M E N T

THIS AGREEMENT, made as of this 1st day of Jan, 2002, between the TOWNSHIP OF WILLINGBORO, a body politic of the State of New Jersey, herein designated as the "Township," party of the first part, and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at One Riverfront Plaza, Newark, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the Township Attorney for review. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will

prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the Township Attorney for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$400. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3G, there will be additional fees to be charged at the flat hourly rates reflected in subparagraph 3G. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing including tax anticipation notes involving a private placement shall be \$.50 per thousand dollars of notes issued with a minimum fee of \$800.

D. Services rendered in regard to arbitrage compliance and related tax analysis and services involving disclosure and official statement work in connection with the issuance of bonds and bond and tax anticipation notes will be billed at the flat hourly rates reflected in subparagraph 3G.

E. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the flat hourly rates reflected in subparagraph 3G will be charged.

F. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 for each refunded issue in addition to the fees described herein.

G. Services rendered on an hourly basis as reflected above or beyond the scope of those specified above will be billed at the hourly rates of \$90 per hour for legal assistants and a flat rate of \$175 per hour for attorneys.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be based on hourly rates referred to herein.

I. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply

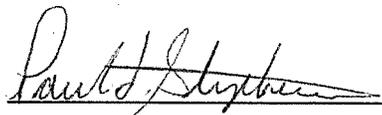
fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4(d).

IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF WILLINGBORO

ATTEST:

  
Clerk

By:   
\_\_\_\_\_

McMANIMON & SCOTLAND, L.L.C.

By:   
Authorized Member

RESOLUTION NO. 2002 - 3

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH WILLIAM J. KEARNS, JR., MICHAEL ARMSTRONG, JOHN E. COLLINS, ESQ., KIMBERLY PHILLIPS, ESQ. CINDI S. COLLINS, ESQ., DENISE A. KUESTNER, ESQ; STEPHEN E. RYAN, AND EDWARD McMANIMON III., CARL TURNER, TOWNSHIP ENGINEER,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-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;

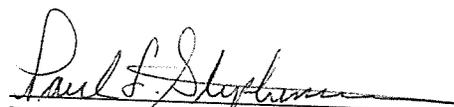
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 1st day of January, 2002 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:

MICHAEL ARMSTRONG – Township Solicitor  
WILLIAM JOHN KEARNS, JR,- Counsel for Legislative Affairs  
JOHN E. COLLINS, Municipal Prosecutor.  
KIMBERLY PHILLIPS, Asst. Township Solicitor  
CINDI S. COLLINS, Public Defender.  
DENISE A. KUESTNER, Substitute Prosecutor  
STEPHEN E. RYAN, Acting for Edmund D. Bowman, Auditor  
EDWARD J. MCMANIMON, III - Bond Counsel  
CARL TURNER, Township Engineer

2. These contracts are awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. A notice of this action shall be printed once in the Burlington County Times.

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

**THIS AGREEMENT** made this 7<sup>th</sup> day of MAY 2002 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

**WHEREAS**, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 3-2002 at its January 1, 2002 meeting;

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

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2002 and ending December 31, 2002, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

## EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

3. The following duties of the Township Attorney shall be covered by his annual employment contract:

A. Attendance at all public meetings of the governing body as outlined in 2(F) and caucus meetings of the governing body as Mayor and Council may direct; and

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$125.00 per hour. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 540 hours per annum of services or 45 hours per month. Any services in excess of 45 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Sixty Seven Thousand Nine Hundred and Five Dollars and Thirty Five Cents (\$67,905.35) which shall be paid in the form of salary and benefits. The attorney's salary shall be Fifty-Nine Thousand Seven Hundred and Fifty Dollars (\$59,750.00), payable in twenty-six (26) equal installments. The benefits (\$8,155.35) shall be paid consistent with Schedule A attached herewith.

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

6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.

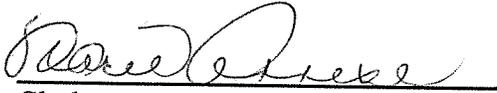
7. By acceptance of this employment, Solicitor shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

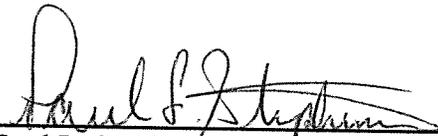
**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

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

**ATTEST:**

**TOWNSHIP OF WILLINGBORO**

  
Clerk

By:   
Paul L. Stephenson, Mayor

By:   
Michael A. Armstrong, Esquire  
Law Office of Michael A. Armstrong  
79 Mainbridge Lane  
Willingboro, New Jersey 08046

**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

**EXHIBIT A**

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

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

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

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

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

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

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

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

## **EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR**

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

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

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

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

**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

**EXHIBIT "B"**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**(42 U.S.C. S12101 et seq.)**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT")(42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the ACT and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from

**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SCHEDULE "A"

Township Solicitor gross wages

Gross	TWP	TWP	Ins.	Total
Pay	SS (7.5%)	Pens. (3%)	Buy back	
\$59,750.00	\$4,481.25	\$1,792.50	\$1,881.60	\$67,905.35

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and JOHN E. COLLINS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as MUNICIPAL PROSECUTOR

WHEREAS, JOHN E. COLLINS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and John E. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. John E. Collins, is hereby appointed and retained as MUNICIPAL PROSECUTOR

2. TERM. The term of this appointment shall commence January 1, 2002 and continue until December 31, 2002 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Municipal Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Mun. Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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, 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 this notice in conspicuous places available to employees and applicants for employment.

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

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

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

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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

PAGE 4 - CONTRACT

national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

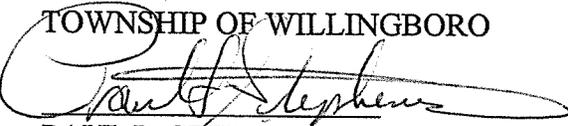
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

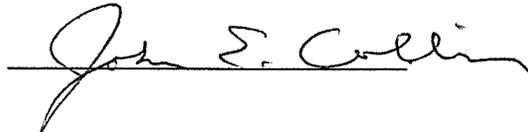
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2002, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
PAUL L. STEPHENSON  
MAYOR



ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and KIMBERLY PHILLIPS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as ASST. TOWNSHIP SOLICITOR

WHEREAS, KIMBERLY PHILLIPS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Kimberly Phillips, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Kimberly Phillips, is hereby appointed and retained as Assistant Township Solicitor

2. TERM. The term of this appointment shall commence January 1, 2002 and continue until December 31, 2002 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Asst. Twp.Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Sub. Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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, 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 this notice in conspicuous places available to employees and applicants for employment.

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

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

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

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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

PAGE 4 - CONTRACT

national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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

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

**ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:**

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

**AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.**

7. **NEW JERSEY LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

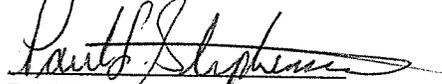
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

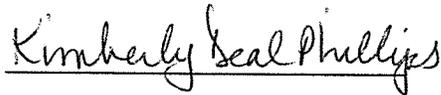
12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2002, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

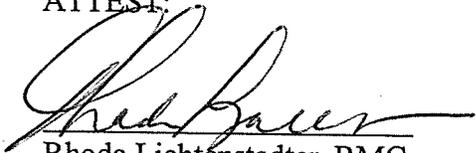


PAUL L. STEPHENSON  
MAYOR



**Kimberly Deal Phillips**  
Attorney at Law  
State of New Jersey

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

## PROFESSIONAL SERVICES AGREEMENT

between the Township of Willingboro  
and CINDI S. COLLINS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as PUBLIC DEFENDER

WHEREAS, CINDI S. COLLINS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Cindi S. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Cindi S. Collins, is hereby appointed and retained as Public Defender
2. TERM. The term of this appointment shall commence January 1, 2002 and continue until December 31, 2002 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Public Defender shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

**6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY.** In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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, 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 this notice in conspicuous places available to employees and applicants for employment.

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

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

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

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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

PAGE 4 - CONTRACT

national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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

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

**ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:**

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

**AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.**

7. **NEW JERSEY LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

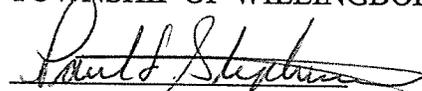
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

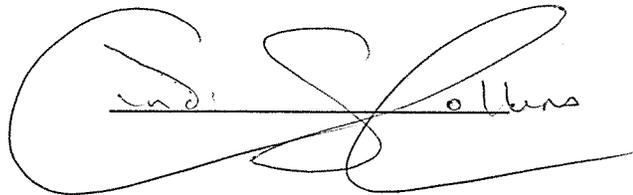
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2002, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
PAUL L. STEPHENSON  
MAYOR



ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and DENISE A. KUESTNER

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Substitute Prosecutor

WHEREAS, DENISE A. KUESTNER, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Denise A. Kuestner, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Denise Kuestner, is hereby appointed and retained as Substitute Prosecutor
2. TERM. The term of this appointment shall commence January 1, 2002 and continue until December 31, 2002 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Sub. Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Sub. Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

**6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY.** In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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, 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 this notice in conspicuous places available to employees and applicants for employment.

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

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

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

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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

PAGE 4 - CONTRACT

national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

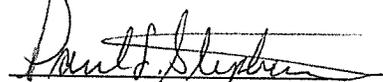
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

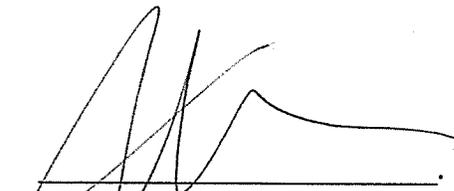
11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

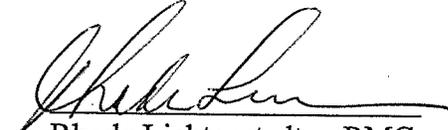
IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2002, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
PAUL L. STEPHENSON  
MAYOR

  
Denise A. Ruestner

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

## ENGAGEMENT CONTRACT

for

### MUNICIPAL AUDITING SERVICES

*THIS AGREEMENT* between the *TOWNSHIP OF WILLINGBORO*, a municipal corporation of the State of New Jersey, with its principal offices located at 1 Salem Road, County of Burlington, State of New Jersey, hereinafter referred to as "Municipality," and Stephen E. Ryan, Registered Municipal Accountant, of the firm *BOWMAN & COMPANY LLP*, with its principal office located at 601 White Horse Road, Voorhees, New Jersey, hereinafter referred to as "Accountant."

*IT IS MUTUALLY AGREED* between the parties to this contract that:

**SECTION 1. SCOPE.** The Accountant shall perform the duties of Auditor on behalf of the Municipality as required by State Law or Municipal Ordinance. Under the terms of this contract the Accountant shall:

A. Act as the Municipal Auditor and employ at the Accountant's expense such personnel as are deemed necessary to carry on the duties prescribed for the Municipal Auditor.

B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ending December 31, 2001 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them.

C. The Accountant shall conduct the audit in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 2001, these schedules are required by the Department of Community Affairs, State of New Jersey Circular 98-07-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, Government Auditing Standards and Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.

E. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts of the various funds, and may include tests of the physical existence of inventories, if any, and direct confirmation of taxes and other receivables and certain other assets and liabilities by correspondence with selected taxpayers and customers, creditors, the solicitor and banks. At the conclusion of the audit, the Accountant will request certain written representations from the Municipality about the financial statements and matters related thereto.

## **ENGAGEMENT CONTRACT (CONT'D)**

### **SECTION 1. SCOPE (CONT'D).**

F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the Accountant will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by the Accountant. The Accountant will advise the Municipality, however, of any matters of that nature that come to the Accountants attention. The Accountant will also inform the Municipality of any other illegal acts that come to the Accountants attention, unless clearly inconsequential. The Accountants responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as auditors.

G. The Accountant understands that the Municipality will provide the Accountant with the basic information required to conduct the audit and that the Municipality is responsible for the accuracy and completeness of that information. The Accountant will advise the Municipality about appropriate accounting principles and their application and will assist in the preparation of the Municipality's financial statements, but the responsibility for the financial statements remains with the Municipality. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

H. In addition to the auditing services previously described, the Accountant shall also prepare the 2001 Annual Financial Statement, 2001 Annual Debt Statement and assist in preparing the 2002 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

I. The Accountant shall also perform such additional duties and render such additional services as may be agreed upon by the Accountant and Municipality.

J. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare maturity schedules, tax rate projections, prepare the Preliminary and Final Official Statements, control the printing of same, assist in obtaining bond ratings, cooperate with insurance agencies and shall perform all other duties that shall be required in connection with the temporary or permanent financing. The Accountant shall also prepare Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant.

**SECTION 2. COMPENSATION.** The Municipality agrees to pay to the Accountant, upon presentation of appropriate Municipal vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-J, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-H shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-J shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered.

## ENGAGEMENT CONTRACT (CONT'D)

**SECTION 3. AUTHORIZATION OF WORK.** The Governing Body of the Municipality shall have the power to authorize work under the provisions of this contract to the extent that there are adequate funds appropriated to compensate for such work performed in accordance with this contract.

**SECTION 4. SPECIAL CONSULTANTS.** Whenever the Accountant deems the interest of the Municipality so requires, the Accountant may, with the approval of the Governing Body of the Municipality, appoint Special Consultants to assist the Accountant in carrying on the prescribed duties of the Municipal Accountant.

**SECTION 5. RECORDS AND PAPERS.** All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of Accountant or copies thereof are the property of the Accountant and shall, upon termination or expiration of this contract, be made available to the Accountant's successor, at 601 White Horse Road, Voorhees, New Jersey, with the Accountant's consent to use all such materials in the best interest of the Municipality. Representatives of the cognizant agency (or its designee), other government audit staffs and the General Accounting Office shall have access to the audit working papers upon request. Working papers and reports shall be retained for at least three years after the date of the report or longer if requested by the cognizant agency. The Accountant must submit to an external quality control review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by the Accountant during the conduct of selected audits. As such, the independent third party, as part of this process, may select the audit engagement of the Municipality. However, the conduct of an external quality control review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct. In accordance with Government Auditing Standards, Section 3.36, a copy of the Accountant's most recent external quality control review report is attached to this agreement.

**SECTION 6. INSURANCE/INDEPENDENT CONTRACTOR.** The Accountant shall maintain during the term of this contract insurance coverage or a plan of self insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.

**SECTION 7. TERM OF CONTRACT.** The term of this contract shall be for the period January 1, 2001 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

**SECTION 8. AFFIRMATIVE ACTION.** During the performance of this contract, the contractor agrees as follows:

A. The Accountant 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, sex, disability, affectional or sexual orientation. The Accountant 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, sex, disability, affectional or sexual orientation. 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 Accountant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

## ENGAGEMENT CONTRACT (CONT'D)

### SECTION 8. AFFIRMATIVE ACTION (CONT'D).

B. The Accountant 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, sex, disability, affectional or sexual orientation.

C. The Accountant 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 Public Agency Compliance Officer advising the labor union or workers' representative of the Accountant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Accountant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

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

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

G. The Accountant or subcontractor, where applicable, 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.

H. The Accountant or subcontractor, where applicable, 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, sex, disability, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**ENGAGEMENT CONTRACT (CONT'D)**

**SECTION 9. GOVERNMENT AUDITING STANDARDS REQUIREMENTS.** The 1994 revision to *Government Auditing Standards* (the yellow book) includes additional reporting standards for financial statement audits.

A. In accordance with Section 3.36, a copy of the Accountant's most recent external quality control review report must be provided to the Municipality. A copy of this report is contained in Appendix 1.

B. In accordance with Section 5.5 et. al., the Accountant must communicate certain information related to the conduct and reporting of the audit to the audit committee or to the individuals with whom they have contracted for the audit on behalf of the Municipality. This communication is included in Appendix 2.

**SECTION 10. CURRENT STANDARD HOURLY RATES.**

Partner	\$170.00
Manager	119.00/135.00/150.00
Supervisor	92.00/95.00/102.00
Senior Accountant	75.00/78.00/82.00
Staff Accountant	64.00/66.00/70.00
General Administration/ Report Processing	45.00

**Specialized Financial and Bonding Services.** The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1 1/2) times the "Current Standard Hourly Rates" as stated in Section 10, at the time service is rendered.

The above rates are subject to reasonable increases from time to time.

The Municipality represents that all bills rendered in keeping with this agreement shall be paid within forty-five (45) calendar days from the date rendered

**SECTION 11. MEDIATION.** In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

**ENGAGEMENT CONTRACT (CONT'D)**

*IN WITNESS WHEREOF*, the parties agree that the foregoing correctly sets forth the understanding of the Township of Willingboro and Bowman & Company LLP.

**Township of Willingboro:**

By: Paul D. Stephenson

Date: January 23, 2002

Attest: Paul L. Linn

**Bowman & Company LLP:**

By: Stephen Linn

Date: JANUARY 16, 2002

Attest: Bonnie O'Shaughnessy

## APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



AMPER, POLITZINER & MATTIA P.A.  
CERTIFIED PUBLIC ACCOUNTANTS  
and CONSULTANTS

PRINCETON, NEW JERSEY  
(609) 924-1010

FLEMINGTON, NEW JERSEY  
(908) 782-3021

WALL TOWNSHIP, NEW JERSEY  
(732) 223-8894

2015 LINCOLN HIGHWAY  
P.O. BOX 988  
EDISON, NEW JERSEY 08818-0988

(732) 287-1000  
FAX: (732) 287-3200

E-MAIL: APM@AMPER.COM  
HTTP://WWW.AMPER.COM

July 22, 1999

To the Partners  
Bowman & Company LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 1999. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 1999, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

AMPER, POLITZINER & MATTIA P.A.

## APPENDIX 2 - COMMUNICATION WITH AUDIT COMMITTEE OR OTHER RESPONSIBLE INDIVIDUALS

### INTERNAL CONTROL STRUCTURE

Responsibility under Auditing Standards Generally Accepted in the United States of America (GAAS) - We will obtain an understanding of the internal control structure sufficient to plan the audit and to determine the nature, timing and extent of tests to be performed. In obtaining an understanding of the internal control structure, we perform procedures to understand the design of policies and procedures relevant to planning the audit and whether those policies and procedures have been put in operation.

After this understanding is obtained, we assess control risk--the risk a material misstatement could occur in an assertion that will not be prevented or detected on a timely basis by the internal control structure--for the financial statement assertions. The knowledge our understanding provides of the internal control structure and the assessed level of control risk enables us to determine the nature, timing and extent of substantive tests for financial statement assertions.

The procedures we perform under GAAS do not provide sufficient evidence to enable us to express an opinion or any other assurance relative to the internal control structure's design or effectiveness. The purpose of our consideration of the internal control structure is to plan the audit and to determine the nature, timing and extent of the substantive tests necessary to enable us to form an opinion as to the fairness of the financial statements.

Responsibility under *Government Auditing Standards* - *Government Auditing Standards* do not require us to perform any procedures with respect to the internal control structure beyond those required by GAAS. However, we are required to issue a written report (either as a part of our report on the financial statements or separately) on our consideration of the internal control structure. Our report must disclose reportable conditions and material weaknesses, if any, we identify as a result of the procedures we performed. The report does not provide any assurance on the internal control structure's design or effectiveness.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the procedures performed to meet GAAS and *Government Auditing Standards* requirements, the Single Audit Act, Circular A-133 and New Jersey Circular 98-07-OMB require that we specifically consider the internal control structure over federal and state financial assistance programs and perform tests of those controls. The tests of controls must cover the controls used to administer at least 50% of the expenditures under all federal and state financial assistance programs and 25% of the expenditures for a low risk auditee. We are required to issue a report (in addition to the report required by *Government Auditing Standards*) on our consideration of the internal control structure over federal and state financial assistance programs, including tests of those controls. Our report must disclose any reportable conditions and material weaknesses we identify as a result of the procedures we performed. This report does not provide any assurance on the design or the effectiveness of the internal control structure used to administer federal and state financial assistance programs.

## COMPLIANCE WITH LAWS AND REGULATIONS

Responsibility under Auditing Standards Generally Accepted in the United States of America (GAAS) - We are required to design the audit to provide reasonable assurance of detecting irregularities material to the financial statements and illegal acts with a direct and material effect on financial statement amounts.

With respect to illegal acts that could have a material indirect effect on the financial statements, if information comes to our attention that provides evidence of the existence of possible indirect effect illegal acts, we must apply procedures directed to ascertaining whether an illegal act has occurred. The results of these procedures are considered by us in forming an opinion on the financial statements.

Responsibility under Government Auditing Standards - In addition to the responsibilities under GAAS, we are required to design the audit to provide reasonable assurance of detecting material misstatements resulting from noncompliance with provisions of contracts or grant agreements with a direct and material effect on the determination of financial statement amounts. *Government Auditing Standards* requires that if specific information comes to our attention providing evidence of possible noncompliance that could have a material indirect effect on the financial statements, we must apply audit procedures directed to ascertaining whether that noncompliance has occurred.

We are required to issue a written report, separately or as a part of the report on the financial statements, on the results of the procedures performed with respect to compliance with applicable laws and regulations.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the requirements of GAAS and *Government Auditing Standards*, the Single Audit Act, Circular A-133 and New Jersey Circular 98-07 require auditors to perform procedures sufficient to provide positive and negative assurance on the general requirements and to perform procedures to provide sufficient evidence to express an opinion on whether major federal and state financial assistance programs, if any, were administered in compliance with applicable laws and regulations.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2002** to **15-FEB-2005**



**BOWMAN & COMPANY LLP  
601 WHITE HORSE ROAD  
VOORHEES NJ 08043**

*Roland W. Machold*

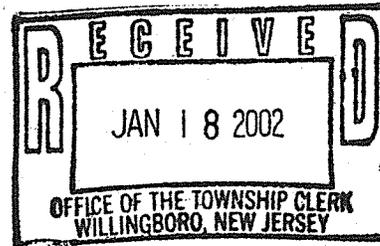
State Treasurer





Certified Public Accountants & Consultants  
601 White Horse Road  
Voorhees, NJ 08043-2493  
(856) 435-6200  
Fax: (856) 435-0440  
www.bowmanllp.com

Members of:  
American Institute of CPAs  
New Jersey Society of CPAs



January 16, 2002

Mrs. Rhoda Lichtenstadter, Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

Dear Mrs. Lichtenstadter:

I would like to take this opportunity to express my gratitude for the appointment as auditor for the Township of Willingboro. Please convey my sincere appreciation to the members of the governing body.

Enclosed are two copies of an Engagement Contract for Municipal Auditing Services covering the 2001 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

A handwritten signature in cursive script, appearing to read "Stephen E. Ryan".

Stephen E. Ryan

SER:bo  
Enclosure

PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and Carl A Turner, P.E..

WHEREAS, the Township of Willingboro requires the services of a Licensed Professional Engineer; and

WHEREAS, Carl A Turner is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Carl A. Turner, P.E., a licensed Professional Engineer of the State of New Jersey as follows:

I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro.

II. TERM. This appointment shall be for a term expiring December 31, 2002.

III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro, as set forth in the Revised General Ordinances of the Township of Willingboro.

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.

V EQUAL OPPORTUNITY.

1. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

2. The attention of the Engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Engineer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

VI. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

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

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

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

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

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.

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

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.

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

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

**ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:**

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

**AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.**

7. **NEW JERSEY LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

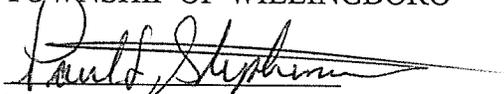
10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2002, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

  
PAUL L. STEPHENSON  
MAYOR



CARL A. TURNER, PE  
TOWNSHIP ENGINEER

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**LORD, ANDERSON, WORRELL & BARNETT, INC.  
2002 SCHEDULE OF HOURLY FEES**

TITLE	HOURLY FEE
Principal	\$115.00
Associate Principal	105.00
Professional Engineer	95.00
Project Engineer	88.00
Design Engineer	72.00
Project Coordinator	50.00
Professional Land Surveyor	90.00
Land Surveyor	68.00
Party Chief	65.00
Transitman	50.00
Rodman	30.00
Party Chief & Robotic Instrument	115.00
Environmental Scientist	83.00
Environmental Technician	58.00
Sanitarian	55.00
Sanitarian Technician	27.00
Chief Drafter	78.00
CAD Drafter	72.00
Drafter	56.00
Planner	66.00
Certified Landscape Architect	80.00
Landscape Architect	52.00
Recreational Designer	62.00
Technical Aide	30.00
Chief Inspector	78.00
Project Inspector	73.00
Inspector	54.00
Mileage (Per Mile)	.35
Meetings	125.00

Overtime rates will be 1.5 times hourly rate.



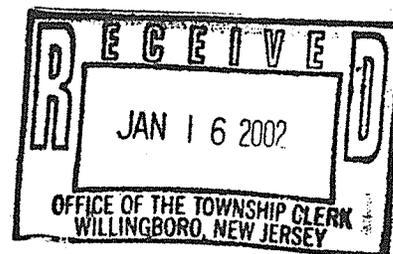
# REMINGTON & VERNICK ENGINEERS

232 Kings Highway East  
Haddonfield, NJ 08033  
Phone: 856.795.9595  
Fax: 856.795.1882  
www.rve.com

January 3, 2002

Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046

ATTN: Rhoda Lichtenstadter  
Township Clerk



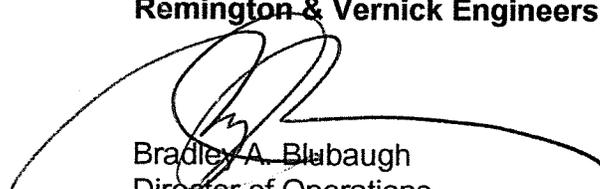
**RE: Contract – 2002  
Alternate Engineer**

Dear Ms. Lichtenstadter:

Enclosed please find two (2) copies each of the contract for the Township of Willingboro executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. We have also enclosed a copy of the Certificate of Employee Information Report for your files.

If you have any questions, please feel free to call me. Thank you for this opportunity to serve the Township of Willingboro.

Sincerely,  
**Remington & Vernick Engineers, Inc.**

  
Bradley A. Blubaugh  
Director of Operations

Enclosure(s)

cc: Edward Vernick, P.E., C.M.E., President  
Craig Remington, L.S., P.P., Vice President



Certification

4113

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2001** to **15-OCT-2004**

REMINGTON & VERNICK ENGINEERS  
232 KING'S HIGHWAY E.  
HADDONFIELD NJ 08033



*Roland Imbach*  
State Treasurer

## CONTRACT

THIS AGREEMENT, made and executed, in the Township of Willingboro, in the County of Burlington, State of New Jersey, on this 1 day of JAN 2002 by and between REMINGTON & VERNICK ENGINEERS, a New Jersey corporation, hereinafter referred to as Alternate Engineer, and the Township of Willingboro in the County of Burlington, NJ a municipal corporation of the State of New Jersey, hereinafter referred to as Township, for a term of one year.

WITNESSETH that the Alternate Engineer and Township in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General. Alternate Engineer shall hold available to Township all officers, employees and facilities of Alternate Engineer to perform with Alternate Engineer's best efforts, all Alternate Engineering services normally provided by the Alternate Engineer as requested by Township or the majority vote by Township Council, and shall compensate Alternate Engineer for services requested by Township and performed by Alternate Engineer in accordance with the terms of this Agreement.

2. Costs and Expenses. Costs and expenses incurred by Alternate Engineer shall be borne by Alternate Engineer unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the Township.

3. Scope of Services.

A. The Alternate Engineer shall at the request of the Township Officials:

(1) Prepare feasibility studies.

- (2) Perform all necessary field work and prepare drawings and surveys.
- (3) Prepare plans in sufficient detail to illustrate the work to be performed.
- (4) Prepare specifications in a form as required for public bidding and in such detail as is required to describe the work to be performed by the contractor.
- (5) Assist the Township or its representatives in the preparation of the necessary application and/or permit forms as required by the nature of the work for submission to the proper agencies of government having jurisdiction over the work. Alternate Engineer shall not be responsible for any failure to issue, delay, or conditions imposed by such governmental agency.
- (6) Assist the Township in the receiving, analyzing and tabulation of bids received with recommendations by the Alternate Engineer to the Township or its authorized representative.
- (7) Compile three (3) sets of contracts; obtain performance bond and contract signatures from contractor; forward contracts to Township for approval and following approval by Township forward contracts to contractor along with proceed order.

- (8) Furnish observation of work as to progress and general quality; however, Alternate Engineer is not responsible for supervising the Township's contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety, and Alternate Engineer is not responsible for the failure of the Township's contractors to properly perform their work.
- (9) Review and approve or disapprove shop drawings prepared by contractor or manufacturer, but only for the limited purpose of checking for the design concept expressed in the drawings and specifications. Such review by Alternate Engineer is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities. The Alternate Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
- (10) Report on contractor's request for change orders and proposals to Township, submit Alternate Engineer's recommendation as to whether or not Township should approve said change order, and prepare change orders as approved.

- (11) Prepare and submit monthly certificates for interim payments according to contract items as work progresses and prepare and submit a final certificate upon completion, said certificate to state that to the best of Alternate Engineer's knowledge, based upon the observations made under this Agreement, the Contractor has performed in accordance with the plans, specifications and change orders.
- (12) Furnish full time resident inspection of the work, if authorized by the Township consisting of (a) reporting on and making recommendations relating to the progress of the work and noting to Township any observed defects, deficiencies and unnecessary delays in the work of the contractor (without in any way guaranteeing such work) and (b) approving of materials and equipment furnished.
- (13) Furnish copies of plans and specifications as follows:
- one set for Township during bidding;
  - three sets to Township for preparing contracts;
  - two sets to State and/or Federal Agencies; for approvals. All other copies as required by Township or contractors shall be furnished at cost of reproduction to those requesting additional copies.

- (14) Attend Township meetings when contractor's proposals are to be accepted.
- (15) Perform other engineering services for the benefit of the Township upon authorization, such as the following: laboratory work; subsurface investigations; core borings; hydrographic surveys; property surveys; easement surveys and descriptions; assisting the Township in connection with adjudication, litigation or negotiation; preparation of forms required by various agencies of government for permits or for grants or loans; preparation of "as-built" drawings upon completion of a project from data furnished by contractor; preparation of maps; review of site plans and subdivision plans; attending meetings as requested by Township making drawings from field measurements of existing construction when required for planning additions, or alterations thereto; additional services due to significant changes in general scope of the project or its design, including but not limited to, changes to size, complexity or character of construction; revising previously approved studies, reports, design documents, and drawings or specifications during or after Design Phase; preparing documents for alternate bids

requested by the Township for work which is not executed; preparing detailed renderings, exhibits, or scale models for the project; investigations involving study of operation, maintenance and overhead expenses, and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals and evaluations; additional or extended services during construction made necessary by work damaged by fire or other cause during construction, prolongation of the construction contract time by more than 25%, acceleration of the work schedule involving services and normal working hours, and contract default due to Contractor delinquency or insolvency; assistance or instruction in the start-up and continued operation of equipment or devices and the preparation of manuals of operation and maintenance.

B. These services are for the sole and exclusive benefit of the Township, and no third party beneficiary is intended. The provision of these services by the Alternate Engineer shall not relieve others of their responsibility to the Township or others.

4. The Township's Responsibilities.

The Township shall:

- (a) Provide full information as to its requirements for the

project.

- (b) Assist the Alternate Engineer by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative or necessary to the design or the construction of the project.
- (c) Guarantee access to and make all provisions for the Alternate Engineer to enter upon public and private lands as required for the Alternate Engineer to perform his work.
- (d) Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Alternate Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Alternate Engineer.
- (e) Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
- (f) Provide such legal, accounting and insurance counseling services as may be required for the project.
- (g) Designate in writing a person to act as representative with respect to the work to be performed. Such

person shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.

- (h) Give prompt written notice to the Alternate Engineer whenever the Township observes or otherwise becomes aware of any defect in the project.
- (l) Obtain approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary to complete the project. Township to pay all fees required by the governmental agencies.

5. Compensation to the Alternate Engineer. Township will only make direct payment to consultants that it directly engages in a manner prescribed by the Local Public Contracts Law. Remington & Vernick shall be responsible for any and all consultants it retains in connection with Township work when said consultants are not directly authorized by the Township in the manner prescribed by the Local Public Contract Law.

A. Hourly Rates

All services rendered by Alternate Engineer will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless

some other method of payment is required under this contract or agreed to as provided herein.

B. Lump Sum or Fixed Fee

When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible.

C. Combination of Methods

A combination of methods for determining total compensation for professional engineering services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.

6. Payment to the Alternate Engineer.

A. Vouchers shall be submitted to the Township by the first day of the month in which payment is desired.

- B. The Alternate Engineer shall append to each voucher for payment a breakdown of services and charges in accordance with this Agreement.
- C. Payments for services to be compensated on a lump sum basis shall, except as set forth in D below be made upon completion of the project unless otherwise agreed at the time the lump sum payment is determined and agreed upon.
- D. Payments for services rendered under this contract on a lump sum basis involving the construction of improvements by an outside contractor will be made in accordance with the schedule shown below or as otherwise agreed by the parties. Progress payments may be made monthly in proportion to services performed and should amount to the following percentage of the total fee at completion of each phase of the work.
- (1) Design Phase- 60 percent of total fee
  - (2) Preparation of plans and/or specifications - 10 percent of total fee
  - (3) Supervision of Bidding - 10 percent of total fee
  - (4) Construction Supervision Phase - 20 percent of total fee. Total fee for Basic Services - 100 percent. The 20 percent of total fee under paragraph 6.D.(4) Construction Supervision Phase shall be billed and payable during the period of construction and in

direct proportion to the construction progress.

7. Future Changes in Fee.

At any time either party may give the other party 90 days notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable, under the terms of the Agreement shall be effective until the expiration of said 90 day period, and following agreement by both parties to the revised fee(s) only such fees that are so revised shall cease to be effective at the expiration of such 90 day. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. Maintenance of Township Maps.

Alternate Engineers shall maintain all Township maps and Township shall compensate Alternate Engineer for such services in accordance with Schedule A annexed hereto. Alternate Engineer shall coordinate with the Township Tax Assessor, the revisions to the Tax Map, which shall be made by October 1st of each year.

9. Field Crews.

When desired and requested by the Township field crews of Alternate Engineer shall be made available on 72 hours notice, excluding intervention of Saturdays, Sundays, Holidays, periods of inclement weather, and Acts of God.

10. Township Requests; Private Request.

The Township Administrator (or his authorized representative) is hereby designated as the person authorized to make requests for services hereunder on behalf of the Township and Alternate Engineer shall respond to these requests, but in no case shall respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity, except as expressly authorized in writing by the Township Administrator or his representative or a majority of council.

11. Filing of materials with the Township.

Alternate Engineer shall deliver, by way of filing to the Township a true copy of all maps, charts, documents, work sheets and data for which the Alternate Engineer has been compensated by the Township. Additionally, Alternate Engineer shall file and carefully keep and maintain originals or true copies of all of the aforesaid in Alternate Engineer's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment by Township of the actual cost of reproduction. Such reproduction shall be accomplished by Alternate Engineer according to any process in any manner the Township desires.

12. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, marital status or sex; The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or 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 the regulations promulgated by the Treasurer's pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer

pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

13. Termination.

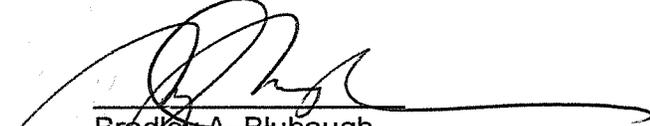
Either party may terminate the effect of the Agreement on the anniversary date hereof. Failure to terminate this Agreement on the anniversary date shall constitute a renewal hereof on the terms and conditions set forth herein. Upon termination of services of Alternate Engineer to Township, Alternate Engineer shall surrender all maps, charts, documents, work sheets and records in connection with any work for which he has been compensated by the Township, or true and accurate copies of same, at cost of reproduction, together with all Township property and a status report on every pending project, to his successor as Township Alternate Engineer, or to such other person or Township Official or employee as the Township Official (or authorized representative) directs, without additional cost to the Township. All partially completed work and services of Alternate Engineer shall be compensated by Township in accordance with Schedule A annexed hereto.

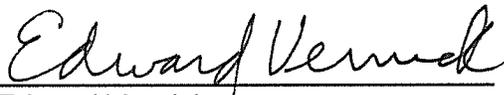
**NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.**

IN WITNESS WHEREOF, Alternate Engineer and Township have caused this Agreement to be executed the day and year first above written.

ATTEST:

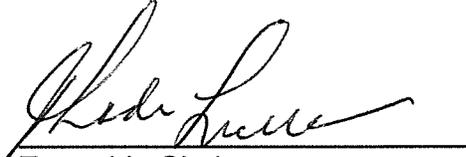
REMINGTON & VERNICK ENGINEERS

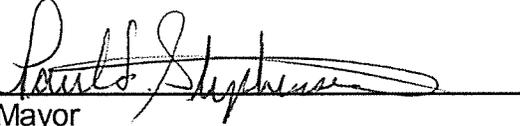
  
Bradley A. Blubaugh  
Corporate Secretary

  
Edward Vernick  
President

ATTEST:

TOWNSHIP OF WILLINGBORO

  
Township Clerk

  
Mayor

# REMINGTON & VERNICK ENGINEERS, INC.

## 2002 New Jersey Billing Schedule

FACILITIES ENGINEERING	RATE	SURVEY DEPARTMENT	RATE
Facilities Department Head	\$ 125	<u>Field Personnel:</u>	
Project Engineer	\$ 115	Surveyor	\$ 80
Senior Design Engineer	\$ 110	Party Chief	\$ 75
Design Engineer	\$ 100	Transitperson	\$ 70
Engineering Aide	\$ 65	Rod Person	\$ 50
TRANSPORTATION/BRIDGE	RATE	<u>Office Personnel:</u>	
Transp/Bridge Dept. Head	\$ 125	Survey Department Head	\$ 95
Project Engineer	\$ 115	Survey Project Manager	\$ 85
Senior Design Engineer	\$ 110	Survey Designer	\$ 75
Design Engineer	\$ 100		
Engineering Aide	\$ 65		
CONSTRUCTION MANAGEMENT & OBSERVATION DEPARTMENT	RATE	ENVIRONMENTAL DEPARTMENT	RATE
Constr. Mgmt. & Obs. Dept. Head	\$ 105	Environmental Department Head	\$ 125
<u>Construction Management</u>		Environmental Project Manager	\$ 115
Project Manager	\$ 95	Sr. Project Environmental Engineer	\$ 110
Construction Manager	\$ 90	Geologist, Senior	\$ 105
Project Scheduler	\$ 85	Geologist	\$ 100
Project Coordinator	\$ 80	Project Environmental Engineer	\$ 95
Field Manager	\$ 80	Sr. Environmental Engineer	\$ 90
		Environmental Engineer	\$ 85
<u>Observation Personnel:</u>		Environmental Aide	\$ 65
Observer Supervisor Nicet IV	\$ 95		
Observer Nicet Level II/III	\$ 90	DRAFTING DEPARTMENT	RATE
Contract Administrator	\$ 85	Drafting/Cadd Department Head	\$ 95
Observer Nicet Level I	\$ 80	Senior Design Draftsperson	\$ 85
Observation Aide	\$ 65	Cartographer	\$ 75
		Design Draftsperson	\$ 75
		Drafting Aide	\$ 65
LANDSCAPE ARCHITECTURE & PLANNING DEPARTMENT	RATE	ADMINISTRATIVE	RATE
Landscape Arch/Planner Dept. Hd.	\$ 120	Principal	\$ 130
Project Engineer	\$ 115	Regional Manager	\$ 125
Senior Planner	\$ 100	Administrative Manager	\$ 85
Planner	\$ 85	Administrative Assistant	\$ 45
Senior Landscape Architect	\$ 80		
Landscape Architect/Planner	\$ 70		
MUNICIPAL DEPARTMENT	RATE	Mileage @ .34 cents per mile	\$ 0.34
Municipal Services Department Head	\$ 125		
Project Engineer	\$ 115		
Senior Design Engineer	\$ 110		
Design Engineer	\$ 100		
Engineering Aide	\$ 65		

**REMINGTON & VERNICK ENGINEERS  
DOES NOT CHARGE NIGHT COUNCIL/COMMISSION MEETINGS**

RESOLUTION NO. 2002- 4

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF AUTHORIZED DEPOSITORIES, OFFICIAL NEWSPAPERS, MEETING TIMES AND OTHER PROCEDURAL REQUIREMENTS.

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2002, as follows:

1.; First Union Bank NA South Jersey, Summit Bank, Farmers & Mechanics, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2002. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.

3. The first Tuesday of each month, at 7:00 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

4. The rate of interest to be charged for the non-payment of taxes or added assessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be either percent (8%) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars (\$1,500), which shall be computed and charged to the principal sum due.

Taxpayers with a delinquency in excess of \$10,000 who fails to pay the delinquency prior to the end of the calendar year, shall be charged a penalty of 6% of the delinquency.

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed.

Resolution No. 4, 2002 cont'd.

The custodian of such funds shall be Deborah Anderson , and the fund shall be closed out prior to December 31, 2002, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2002, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A:5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2002, in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2002, in accordance with existing law.

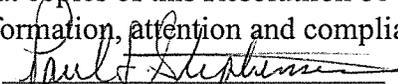
9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insecton permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.

10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation:

EDITH BALDWIN and CARMELA SPYCH , and MARIE ANNESE is hereby designated as DEPUTY TOWNSHIP CLERK, to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

BE IT FURTHER RESOLVED, that copies of this Resoluitiion be submitted to appropriate Township officials for their information, attention and compliance.

  
PAUL L. STEPHENSON.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 2002 - 5

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS TOWNSHIP BOARDS.

---

WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 1st day of January, 2002, that the following are appointed to the positions and for the terms designated:

CONSTABLES, 1 year term expiring 12/31/2002

JAMES GRAY

HISTORICAL SOCIETY, 3 year term expiring 12/31/2004

Mary Ellen Flynn, Karen Abdul Malik

Ron Dash to complete unexpired term of vacancy to 12/31/02

HUMAN RELATIONS COMMISSION - 3 year term expiring 12/31/2004

Carmella Kennedy

PLANNING BOARD - 4 year term expiring 12/31/2005

Kenneth Garrett

Alt #2 – Ida Peace – expiring 12/31/03

PUBLIC COMMUNICATIONS - 2 year term expiring 12/31/2003

William Hall, Pat Lindsey-Harvey

TOWNSHIP PHOTOGRAPHER – George Bussey

RECREATION STUDY COMMITTEE – 1 year term ending 12/31/2002

Kendall Brunson, Freddie George, Roy Paige, John Collins, Joseph Pridgen, John Grinnage, Lenore Scott, Roger Coston, Deborah Price.

ADVISORY COMMITTEE ON HEALTH & HUMAN SERVICES 1 yr.

MERCK-MEDCO – Rep., Dorothy Collins, Jana Lang, Virtua Healthcare, Brenda Carey, School Nurse or designee

Page 2.

. 5 -1 2002 Cont'd.

MUNICIPAL ALLIANCE - 1 and 2 year terms.

Eured Snell, 12/31/03, Josephine Jenkins, 12/31/03,

Reva Foster, 12/31/03, Theresa Owens, unexpired term 12/31/02

Loretta Battes, 12/31/02

ZONING BOARD OF ADJUSTMENT - 4 year term expiring 12/31/2005

Reva Foster

Alternate #2 – Theresa Owens – 12/31/03

SPECIAL EVENTS - One year term

James Gray - 12-31-2002

WMUA – (5 year term)

Thomas Scholtis - 12/31/06

SHELTER BOARD (Three Year Term) 12-31-04

Reva Foster, Rovenia Brunson, Rev. James Betner

VETERAN'S AFFAIRS ADVISORY COMM. – No expiration

Lorenzo Foster, VFW, George Bussey, DAV, Ron Dash, Purple Hearts

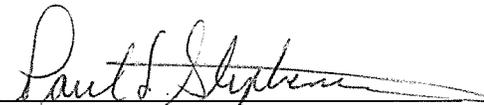
Jim Thompson, 24<sup>th</sup> Infantry, Marine Corps League, Frank Cook,

George Hayman, American Legion, Joel Fabian, Jewish War Veterans

Glennie Rosemond, Sec., Manuel Knox, DAV.

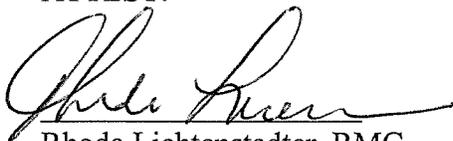
ALTERNATE ENGINEER: Remington & Vernick

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the above appointees and to the Chairpersons of their respective Boards, for their information and attention.



PAUL L. STEPHENSON  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

MAYOR'S APPOINTMENTS

BURLINGTON COUNTY COMMITTEE OF FIFTY

Millie Gama (one year)	12-31-2002
Council members –	
Jeffrey E. Ramsey -	12-31-2002
Lavonne B. Johnson	12-31-2002
Paul L. Stephenson	12-31-2002

ENVIRONMENTAL COMMISSION (Three Year Term) 12-31-2004

Marion Huddleston, Steven Silberstein  
Alternate #1 – Edward A. Murray 12-31-2002

LIBRARY BOARD OF TRUSTEES 5 year term – 12-31-06

Ellen B. Kearns  
Solicitor – Kimberly Phillips

YOUTH ACHIEVEMENT COMMITTEE (one year)12-31-2002

Sandra Solomon	Gigila Moore
Ida Peace	Patricia Toatley ?
Sherrie Morris	Lizzie Morris
Demetrius Tilley	Thelma Allen
Thomas Floyd	Kim Chiolan
Gloria Matthews	

## MANAGER'S APPOINTMENTS FOR 2002

HUMAN RELATIONS COMMISSION - 3 year term expiring 12-31-04  
Rovena Brunson, Freda Walls

Police Department Rep. Sgt. William Payton – 12-31-02  
Mario Rodriguez – Ad Hoc Member Police Department – 12-31-02

LOCAL ASSISTANCE BOARD – 12-31-05  
Sally Alexander

Lord, Anderson, Worrell and Barnett as Township Engineers.  
for a 3 year term pursuant to N.J.S.A. 40A:9-140

### SHELTER BOARD

1-Manager to appoint a member of Police Dept -  
2-Manager to appoint a member of the HRC as liaison to Shelter Board -

Veteran's Affairs  
Coordinator/Liaison – to be appointed by Manager

RESOLUTION NO. 2002 - 6

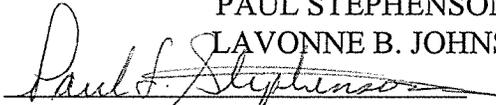
A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF THE TOWNSHIP COUNCIL MEMBERS TO SERVE AS LIAISONS ON TOWNSHIP BOARDS.

WHEREAS, all members of Township Council are ex-officio members of all Township Boards, plus specific liaison members of Boards; and

WHEREAS, Township Council is empowered to appoint its members to various positions on official boards and offices in the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 1st day of January, 2002, that the following Council members are appointed to the following positions for the year 2002:

Class III Member, Planning Board	LAVONNE B. JOHNSON
Advisory Board, Shelter for Abused Women	JEFFREY RAMSEY
Environmental Commission Liaison	EDDIE CAMPBELL, JR.
Heritage Commission Liaison	PAUL STEPHENSON
Human Relations Commission Liaison	EDDIE CAMPBELL, JR.
Local Assistance Board Liaison	JAMES AYRER
Public Communications Committee	JAMES AYRER
Youth Achievement Committee	LAVONNE B. JOHNSON .
N.J. Motion Picture TV Council	PAUL STEPHENSON LAVONNE B. JOHNSON

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

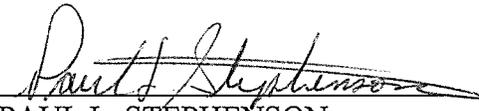
RESOLUTION NO. 2002- 7

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP  
OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND  
PLACES OF THE TOWNSHIP COUNCIL MEETINGS.

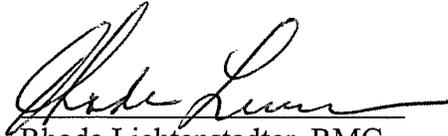
WHEREAS, the Open Public Meetings Act requires Township Council to  
adopt a Resolution establishing dates, times and places for their meetings and to give  
notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in Reorganizational Session, this 1<sup>st</sup> day of  
January, 2002, that the Willingboro Township Council shall meet at the Municipal  
Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times  
set forth on the attached schedule; and

BE IT FURTHER RESOLVED, that the Township Clerk give notice  
pursuant to the Open Public Meetings Act.

  
PAUL L. STEPHENSON.  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

COUNCIL MEETINGS - 2002

(B) Budget

THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:00 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT, SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL. THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES – 2002 BUDGET – (WEDNESDAY)

JANUARY 1st (reorg), 8, 22, 23(B) 28(B)(Monday)

FEBRUARY 5, 12, 13(B), 20(B), 27(B)

MARCH 5, 12, 26

APRIL 2, 9, 23 (16th School Bd. Elec)

MAY 7, 14, 28

JUNE 5, 11, 25

JULY 2, 23

AUGUST 6, 27

SEPTEMBER 3, 10, 24

OCTOBER 1, 8, 22

NOVEMBER 5<sup>th</sup> (election day) 6, 26

DECEMBER 3, 10

## 2002 HOLIDAY SCHEDULE

1. Monday, January 1, 2002 - Observance of New Year's Day
2. Monday, January 21, 2002 - Martin Luther King Day
3. Monday, February 18, 2002 - President's Day
4. Friday, March 29, 2002 - Good Friday
5. Monday, May 27, 2002 - Memorial Day
6. Thursday, July 4, 2002 - Fourth of July
7. Monday, September 2, 2002 - Labor Day
8. Monday, October 14, 2002 - Columbus Day
9. Monday, November 11, 2002 - Veteran's Day
10. Thursday, November 28, 2002 - Thanksgiving Day
11. Friday, November 29, 2002 - Day after Thanksgiving
12. Wednesday, December 25, 2002 - Christmas Day Observance

## 2002 OTHER DATES OF INTEREST

- Zon. Bd. Reorg. Wed. Jan. 2rd & Planning Bd. Reorg. Monday Jan. 14th  
April 31st - Easter Sunday
- Tuesday, April 16th - School Board Election
- Wednesday, April 17th - Rabies Clinic
- Wednesday, May 15<sup>th</sup> - Rabies Clinic
- Tuesday, June 4th - Primary Day
- Tuesday, November 5th - Election Day.

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* JAN-03-2002 THU 02:37 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-03 02:37 PM 8716990 46" 3 SEND OK 254 \*  
 \* TOTAL : 46S PAGES: 3 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: CHERYL MUNSON  
 COMPANY: RECREATION DEPT.  
 DATE: 1/3/02  
 TO FAX NO. 871-6990  
 FROM: Rhoda Lichtenstader EXT. 1414 PAGES 11

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

**TELEFAX COVER SHEET**

**TO:** 517 AVENUE FALOW  
**COMPANY:** Courier Post  
**DATE:** 1/3/02  
**TO FAX NO.:** 1-856-663-2831  
**FROM:** Photo by FAXMAILER EXT. 2202 PAGES 4

TRANSACTION REPORT

DATE	START	RECEIVER	TX TIME	PAGES TYPE	NOTE	M#	DP
JAN-03	02:23 PM	18566632831	57"	4 SEND	OK	256	
TOTAL : 57S PAGES: 4							

JAN-03-2002 THU 02:24 PM P.01

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* JAN-03-2002 THU 02:26 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-03 02:24 PM 2675726 1'22" 4 SEND OK 257 \*  
 \* TOTAL : 1M 22S PAGES: 4 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: PAT PARENTE  
 COMPANY: TRENTON TIMES  
 DATE: 1/3/02  
 TO FAX NO. 267-5726  
 FROM: Rhode Lichtenstater EXT. 6202 PAGES 4

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

TELEFAX COVER SHEET

TO: Laurie Mayk  
 COMPANY: Philadelphia Inc.  
 DATE: 1/3/02  
 TO FAX NO. 1-856-779-3221  
 FROM: Phoda Lichtenshteyn EXT. 6009 PAGES 4

\*\*\*\*\*  
 \* P.01 \*  
 \* JAN-03-2002 THU 02:27 PM \*  
 \* TRANSACTION REPORT \*  
 \* DATE START DATE START DATE START \*  
 \* RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-03 02:26 PM 18567793221 59" 4 SEND OK 258 \*  
 \* TOTAL : 59S PAGES: 4 \*  
 \* \*\*\*\*\*

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* JAN-03-2002 THU 02:29 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-03 02:27 PM 8710490 2'04" 4 SEND OK 259 \*  
 \* TOTAL : 2M 4S PAGES: 4 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

**TO:** JOSH BERNSTEIN  
**COMPANY:** BCT  
**DATE:** 1/3/02  
**TO FAX NO:** 871-0490  
  
**FROM:** Rhoda Lichtenstadter EXT. 6202 PAGES 4